

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Confirmation of Order Form: the document given to the Supplier by the Customer confirming the Customer wishes the purchase the Goods and/or Services as set out in the Quote.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with the Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning set out in clause 4.1.

Force Majeure Event: has the meaning given to it in 14.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: the specification for the Goods, as set out in the Quote.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's Confirmation of Order Form.

Quote: the quote provided by the Supplier to the Customer in respect of the Goods and/or Services.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services as set out in the Quote.

Site: the location where the Services are to be provided.

Supplier: Graham Heath Construction Ltd registered in England and Wales with company number 4987959.

Supplier Materials: has the meaning set out in clause 8.1(g).

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes but not e-mails except that the Customer may send a scanned copy of the signed Confirmation of Order Form by email provided the original is then sent by post to the Supplier.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier receives and acknowledges receipt of the signed Confirmation of Order Form (and if applicable) any deposit payable as indicated on the Confirmation of Order Form (**Commencement Date**). All deposits paid are non-refundable.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in the Goods Specification.

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.3 Upon delivery of the Goods the Customer will;

- (a) provide suitable machinery to unload the Goods at the Delivery Location;
- (b) check the Goods and confirm the Goods are to the Customer's satisfaction; and
- (c) within 3 days of delivery of the Goods notify the Supplier of any missing items.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or the driver who is delivering the Goods being unable to access the Delivery Location or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or the driver or the driver who is delivering the Goods being unable to access the Delivery Location or any relevant instruction related to the supply of the Goods.

4.6 If the Customer fails to accept or take delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Supplier may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:

- (a) conform in all material respects with their description in the Goods Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- (b) the Supplier is given a reasonable opportunity of examining such Goods;
- the Supplier shall, at its option, repair or replace the defective Goods.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (b) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

(c) the Customer alters or repairs such Goods without the written consent of the Supplier;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

(e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery and where Goods are delivered in instalments in accordance with clause 4.8 the risk in the Goods delivered in instalments shall pass when so delivered.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(m); and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(m), then, without limiting any other right or remedy the Supplier may have:

(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Supplier may at any time:

- (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services agreed by the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 Where The Supplier is responsible for erecting a building, holding down bolts will be grouted by the Supplier.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Goods and Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services which shall include (but not be limited to);

- (i) providing a working area free from obstructions which shall include (but not be limited to) providing a 3 metre clearance around the Site;

(ii) ensuring the working area allows the movement of erection equipment and cranes across its surface; and

(iii) ensuring the working area is levelled, hard core and prepared prior to the commencement of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

(h) ensure that suitable access to the Delivery Location is provided and ensure the Supplier will be able to access the Delivery Location safely;

(i) notify any service providers or other relevant authorities that there is to be construction work which is to be carried out and which might affect the provision of those services;

(j) notify the Supplier of any underground services at the Delivery Location;

(k) (where the Services includes the installation of electrically controlled doors and equipment) ensure the power supply is in place at the time the Services are to be provided and is in situ at the position agreed with the Supplier and complies with NIC/EIC standards

(l) (where the provision of the Services will take place near or under or in close vicinity to any live overhead power supplies) provide the Supplier with written confirmation and/or assurance from the relevant authority confirming that the overhead power supply in question is safe and ensure the power supply is disabled prior to the Services commencing;

(m) (where the provisions of the Services includes the excavation and formation of foundations) remove dug soil from the adjacent areas of the holes;

(n) complete a site information sheet and provide it to the Supplier together with the Order detailing key information regarding site and safety on the Site;

(o) provide a suitable supply of electricity, clean water and welfare facilities free of charge, wherever and whenever practical in line with HSE requirements; and

(p) restrict access to the area where the Services are being provided so that no individual (or any livestock) gains access whilst the Services are being provided.

8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

(d) If the Customer is self-erecting their building the responsibility for grouting in the holding down bolts lies with the Customer.

9. CHARGES AND PAYMENT

9.1 The price for Goods shall be the price set out in the Order subject to the provisions of clause 9.3 and clause 9.4. The price of the Goods is exclusive of all costs and charges of packaging, insurance, of the Goods, which shall be paid by the Customer when it pays for the Goods.

9.2 The charges for Services shall be as set out in the Order subject to clause 9.4.

9.3 Where the Order includes an order for specialist plant this plant will be costing in addition to the charges set out in the Order.

9.4 All door orders must be called off within 3 months of the delivery of the building. Failure to do so may result in additional charges being made as door prices held for 3 months from date of delivery only.

9.5 The Supplier reserves the right to:

- (a) revise the Goods, the Goods Specification, the Services and/or the Services Specification at any time and if in the reasonable opinion of the Supplier the Goods, the Goods Specification, the Services and/or the Services Specification needs to be revised (**Revised Specification**) the Supplier shall provide an additional Quote and the provisions of clause 2 shall apply to any Order placed by the Customer in respect of the Revised Specification

(b) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any twelve month period (provided always the Supplier may increase the charges in accordance with clause 9.3(b) at any time even if the Supplier has increased the charges in accordance with this clause 9.3(a)). The Supplier will give the Customer written notice of any such increase as soon as reasonably practicable before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within two weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving two weeks' written notice to the Customer; and

(c) increase the price of the Goods and/or the charges for the Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods and/or Services to the Supplier that is due to:

- (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any unforeseen circumstance which the Supplier could not have reasonably been aware of until visiting the Delivery Location or beginning to provide the Services;

(iii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification, or Service Specification; or

(iv) any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and/or Services and/or delivery of the Goods.

9.6 In the event the Services include the excavation and formation of foundations the Customer acknowledges that the price included in the Order may be increased in the event additional plant, labour, materials or equipment is required to undertake the same in which case this additional cost will be paid by the Customer at the cost price plus 10%.

9.7 In the event the Services include the erection of a building the customer acknowledges that the price included in the Order is based on the assumption that the soil upon which a building is erected will have a soil bearing capacity of 150kN/m2 and a level site. If this assumption is not correct any additional steelwork, materials, plant or any additional items of any kind which are required will be at an extra cost.

9.8	The Supplier reserves the right to charge additional costs in the event the unloading of the Goods at the Delivery Location takes in excess of two hours.	15.	GENERAL
9.9	Payment for Goods and/or Services shall be made in accordance with the terms set out in the Order.	15.1	Photovoltaic Panels (PV)
9.10	The Customer shall pay each invoice submitted by the Supplier:		If the Order includes the retro fit of PV panels the Customer acknowledges that structural calculations may be required and this may have an impact upon the charges.
(a)	immediately; and	15.2	Assignment and other dealings
(b)	in full and in cleared funds to a bank account nominated in writing by the Supplier ("the Nominated Account") or the Customer may pay by cheque provided that if the cheque does not clear within seven Business Days the Supplier may request payment directly to the Nominated Account, and time for payment shall be of the essence of the Contract.	(a)	The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
9.11	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).	(b)	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
9.12	If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis and compounded quarterly from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.	15.3	Notices
9.13	The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.	(a)	Subject to clause 15.3(c) any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax.
10.	INTELLECTUAL PROPERTY RIGHTS	(b)	A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
10.1	All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.	(c)	Where the Customer is not satisfied with the Goods and/or Services the Customer must contact the Supplier firstly by telephone on 01270 781158 and then by email via info@gh-construction.co.uk attaching photographic evidence of the complaint made marked for the attention of the Business Manager.
10.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.	(d)	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
10.3	All Supplier Materials are the exclusive property of the Supplier.	15.4	Severance.
11.	CONFIDENTIALITY	(a)	If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
	A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.	(b)	If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
12.	LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE	15.5	Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
12.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:	15.6	No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
(a)	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	15.7	Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
(b)	fraud or fraudulent misrepresentation;	15.8	Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
(c)	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);	15.9	Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
(d)	breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or		
(e)	defective products under the Consumer Protection Act 1987.	15.10	Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
12.2	Subject to clause 12.1:		
(a)	the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and		
(b)	the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000.00.		
12.3	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.		
12.4	The Supplier shall not be liable to the Customer for any losses of whatever nature which is suffered by the Customer as a result of the Customer following any advice or recommendations given by the Supplier to the Customer relating to Services or Goods which is not confirmed in writing.		
12.5	This clause 12 shall survive termination of the Contract.		
13.	TERMINATION		
13.1	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:		
(a)	the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within ten days after receipt of notice in writing to do so provided always that where the Supplier is in breach the Supplier shall have thirty days in which to remedy the breach or such longer period as the Supplier shall notify to the Customer;		
(b)	the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;		
(c)	the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;		
(d)	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;		
(e)	the other party (being an individual) is the subject of a bankruptcy petition or order;		
(f)	a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;		
(g)	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);		
(h)	the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;		
(i)	a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;		
(j)	any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);		
(k)	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;		
(l)	the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or		
(m)	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.		
13.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.		
13.3	Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.		
13.4	On termination of the Contract for any reason:		
(a)	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;		
(b)	the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;		
(c)	the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.		
14.	FORCE MAJEURE		
14.1	For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.		
14.2	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.		
14.3	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than four weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.		