

Plumbing services terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Provider's services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Introduction(a) These terms and conditions shall govern the sale and purchase of products through our website.(b) You will be asked to give your express agreement to these terms and conditions before you place an order on our website.(c) This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information,Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

1.1 Order process(a) The advertising of products on our website constitutes an "invitation to treat"rather than a contractual offer.(b) No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.(c) To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; if you area new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred date of delivery and installation and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement;and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.(d) You will have the opportunity to identify and correct input errors prior to making your order.

1.2 The Contract shall continue in force until:

(a) all the Services have been completed; and

(b) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to termination in accordance with Clause 18.

1.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

2. Services

2.1 The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

2.2 The Provider shall provide the Services with reasonable skill and care.

2.3 If the Customer believes that any element of the Services does not meet the standard specified in Clause 2.2, then the Customer must promptly notify the Provider and allow the Provider to investigate the matter (including where applicable allowing the Provider to inspect the results of those Services) and, if those Services do not meet that standard, re-perform those Services.

- 2.4 The Provider shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.
- 2.5 The Provider shall provide the Services in compliance with all applicable laws.
- 2.6 The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.
- 2.7 The Provider shall use reasonable skill and care in preparing any estimate that the Provider communicates to the Customer of the time it will take to provide the Services or some part of the Services. Subject to this:
 - (a) the Customer acknowledges that any such estimate may be inaccurate; and
 - (b) the Provider shall not be bound by or liable in respect of any such estimate.
- 2.8 The Customer acknowledges that the provision of the Services may require or lead to the testing of the Customer's existing plumbing systems, and that such testing may result in the identification of pre-existing faults. The cost for the repair of such pre-existing faults is not included in any agreed Charges, unless the Provider has expressly agreed otherwise in writing.
- 2.9 Subject to Clause 16.1 and save to the extent that the Provider's negligence or default has resulted in the loss or damage, the Provider shall not be liable to the Customer in respect of any loss or damage arising out of any pre-existing faults in the Customer's plumbing systems, notwithstanding that such pre-existing faults may only become manifest during or following the performance of the Services.
- 2.10 Subject to Clause 16.1 and save to the extent that the requirement may arise out of the negligence or default of the Provider, the Provider shall not be responsible for providing, or liable in respect of, any repairs that may be required as a result of the provision of the Services.
- 2.11 Upon the completion of the Services the Provider shall remove and properly dispose of any waste materials and debris arising out of the provision of the Services.

3. Services appointments

- 3.1 The Provider shall provide the Services during appointments commencing on the date(s) and at the time(s) agreed between the parties.
- 3.2 The Customer acknowledges that work for other customers may from time to time lead to the Provider's personnel arriving late for a Services appointment, and agrees that the Provider will not be in breach of the Contract by virtue of the Provider's personnel being not more than 3 hours late for a Services appointment.
- 3.3 If a party wishes to reschedule a Services appointment, then that party must give to the other party a written or oral request for such rescheduling at least 2 Business Days before the Services appointment is due to commence. In these circumstances, each party will use all reasonable endeavours to agree an alternative Services appointment.
- 3.4 The Customer may cancel a Services appointment by giving to the Provider at least 3 days' written notice of cancellation. If the Customer cancels a Services appointment in accordance with this Clause 3.4, then the Customer shall be released from any liability to pay Charges in respect of the relevant Services,

and shall be entitled to a refund of any Charges previously paid in respect of those Services.

3.5 If the Provider is unable to attend a Services appointment by reason of personnel shortage or illness, then providing the Provider has used reasonable endeavours to engage alternative personnel and does not cancel more than 2 consecutive Services appointments, the Provider may by written notice to the Customer cancel the Services appointment, in which case:

- (a) the Provider shall not be in breach of these Terms and Conditions or otherwise liable to the Customer in respect of a failure to supply the relevant Services; and
- (b) the Customer shall be released from any liability to pay Charges in respect of the relevant Services, and shall be entitled to a refund of any Charges previously paid in respect of those Services.

4. Provider personnel

4.1 The Provider shall ensure that all personnel involved in the provision of the Services:

- (a) have been interviewed by the Provider;
- (b) have supplied proof of identity and satisfactory references to the Provider;
- (c) have been properly trained and are adequately experienced in the provision of the Services; and
- (d) hold all necessary qualifications and certifications required for their work in relation to the Services.

5. Materials

5.1 The Provider shall supply to the Customer those Materials:

- (a) that are specified in the Statement of Work;
- (b) that are the subject of a written quotation agreed by the parties; and/or
- (c) the supply of which is reasonably necessary to enable the provision of the Services by the Provider to the Customer.

5.2 Each written quotation for the supply of Materials given by the Provider to the Customer shall be deemed to be an offer by the Provider to the Customer to supply those Materials subject to these Terms and Conditions. If the Provider issues a written quotation in accordance with this Clause 5.2, a contractual obligation for the Provider to supply the Materials to the Customer will come into force when the Customer gives or sends to the Provider its written acceptance of the quotation, providing that the acceptance is received by the Provider within 10 Business Days following the date of issue of the quotation.

5.3 Unless the parties agree otherwise in writing, the Materials shall be delivered by the Provider to the Customer Premises and, where applicable, installed by the Provider through the Services.

5.4 The Provider shall be responsible for arranging the loading, transportation and unloading of the Materials, and for paying all costs relating to the loading, transportation and unloading of the Materials.

- 5.5 Risk in the Materials shall pass from the Provider to the Customer when they come into the physical possession of the Customer or of a person identified by the Customer to take possession of the Materials.
- 5.6 Legal and equitable title to the Materials will pass from the Provider to the Customer upon the later of:
- (a) the installation of the Materials; and
 - (b) receipt by the Provider of all amounts due from the Customer in respect of the supply of the Materials and the Services.
- 5.7 Until title to the Materials has passed to the Customer, the Customer shall hold the Materials as the fiduciary agent and bailee of the Provider, and the Customer must:
- (a) not remove the Materials from the Customer Premises;
 - (b) keep the Materials safe and secure;
 - (c) not install, alter or damage the Materials;
 - (d) not deface, destroy, alter or obscure any identifying mark on the Materials;
 - (e) ensure that no charge, lien or other encumbrance is created over the Materials; and
 - (f) deliver up the Materials to the Provider upon demand.
- 5.8 The Provider shall be entitled without further notice to inspect or recover possession of any Materials to which the Provider retains title; and the Customer hereby grants to the Provider and its employees and agents an irrevocable licence to enter at any time the Customer Premises, and any other premises where such Materials are or may be situated, for the purpose of inspecting and/or removing any such Materials.
- 5.9 The Provider may issue and pursue a legal action against the Customer for the price of the Materials, notwithstanding that title to the Materials has not passed to the Customer.
- 5.10 The Provider warrants to the Customer that:
- (a) the Materials will be of satisfactory quality;
 - (b) the Materials will be fit for the purpose for which they are used by the Provider;
 - (c) the Materials will correspond to any description of the Materials communicated by the Provider to the Customer;
 - (d) the Materials will match any sample or model shown by the Provider to the Customer before the Contract is entered into, except to the extent that any differences are brought to the Customer's attention before the Contract is made;
 - (e) to the extent that the Materials are to be installed by the Provider or installation of the them is the Provider's responsibility, the Materials will be installed correctly;
 - (f) the Provider has, or will have at the relevant time, the right to sell the Materials to the Customer;

- (g) the Materials will be sold free from any charge or encumbrance, save as expressly provided in these Terms and Conditions;
- (h) the Customer will enjoy quiet possession of the Materials, save as expressly provided in these Terms and Conditions; and
- (i) the Materials will comply with all laws applicable to the Materials and all standards agreed between the parties, and the Materials will bear all marks and signs required by those laws and standards.

6. Customer Premises

6.1 The Customer shall:

- (a) promptly provide to the Provider such access to the Customer Premises as is reasonably required by the Provider for the provision of the Services;
- (b) maintain the Customer Premises in good order for the supply of the Services and in accordance with all applicable laws;
- (c) if the Customer is not a consumer, be responsible for ensuring the health and safety of the Provider's personnel whilst they are at the Customer Premises;
- (d) if the Customer is not a consumer, inform the Provider of all health, safety and security rules, regulations and requirements that apply at the Customer Premises;
- (e) if the Customer is not a consumer, maintain reasonable insurance cover for the Provider's personnel whilst they are working at the Customer Premises (including reasonable public liability insurance); and
- (f) ensure that no third party service provider will be working at the Customer Premises during the provision of the Services at the Customer Premises by the Provider.

6.2 Unless agreed otherwise by the Provider, the Customer must ensure that prior to the commencement of the provision of the Services at the Customer Premises, those areas of the Customer Premises where the Services will be provided will be clear of all furnishings, appliances, equipment, items, waste and debris that will or may prevent or inhibit the provision of the Services or be damaged by the carrying out of the Services.

6.3 If the Customer is not a consumer, then in the performance of the Services at the Customer Premises, the Provider shall comply with all reasonable health, safety and security rules, regulations and requirements advised by the Customer to the Provider.

6.4 The Provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the Customer to the Provider for the purpose of enabling the Provider's personnel to enter and work at the Customer Premises.

6.5 Installation is based on the tap(s) being accessible and that hot and cold water supplies to the tap(s) can be directly isolated. If insufficient access or isolation is available, the customer will be given a quotation for any further work required to either access or isolate the tap(s) or a refund offered.

7. Customer obligations

- 7.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,
- as are reasonably necessary to enable the Provider to perform its obligations under the Contract.
- 7.2 The Customer must provide to the Provider access to a water supply, a waste water disposal facility, a mains electricity supply and toilet facilities.

8. Provider Equipment

- 8.1 The Provider may, with the consent of the Customer, store the Provider Equipment at the Customer Premises.
- 8.2 The Customer must not use, move or otherwise interfere with Provider Equipment stored at the Customer Premises, save with the express consent of the Provider.
- 8.3 Save to the extent caused by the actions or omissions of the Provider, its personnel and its representatives, the Customer shall be responsible for all damage to and loss of Provider Equipment whilst it is at the Customer Premises.
- 8.4 Within 10 Business Days following the termination of the Contract, the Customer will make available for collection by the Provider all Provider Equipment in the possession or control of the Customer on the date of termination.

9. Representatives

- 9.1 The Customer shall ensure that all instructions given by the Customer in relation to the matters contemplated in the Contract will be given by a Customer Representative to a Provider Representative, and the Provider:
- (a) may treat all such instructions as the fully authorised instructions of the Customer; and
 - (b) may decline to comply with any other instructions in relation to that subject matter.

10. Charges

- 10.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 10.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.

- 10.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.
- 10.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 10.4 (or, if no such variation has occurred, since the date of execution of the Contract), in the Retail Prices Index (all items) published by the UK Office for National Statistics.
- 10.5 PricesOur prices are quoted on our website.We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.It is possible that prices on the website may be incorrectly quoted;accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

11. Payments

- 11.1 PaymentsYou must, during the checkout process, pay the prices of the products you order.Payments may be made by any of the permitted methods specified on our website from time to time.If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:(a)an amount equal to the amount of the charge-back;(b)all third party expenses incurred by us in relation to the charge-back(including charges made by our or your bank or payment processor or card issuer);(c)an administration fee of GBP 25.00 including VAT; and(d)all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section (including without limitation legal fees and debt collection fees),and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section.

12. Provider's confidentiality obligations

- 12.1 The Provider must:
- (a) keep the Customer Confidential Information strictly confidential;
 - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
 - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
 - (d) act in good faith at all times in relation to the Customer Confidential Information.

- 12.2 Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.
- 12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the Provider; or
 - (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.
- 12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.
- 12.5 The provisions of this Clause 12 shall continue in force [indefinitely following the termination of the Contract] or [for a period of 15 years following the termination of the Contract, at the end of which period they will cease to have effect].

13. Distance and off-premises contracts: cancellation right

- 13.1 This Clause 13 applies if and only if the Customer enters into the Contract with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 13.2 The Customer may withdraw an offer to enter into the Contract with the Provider at any time; and the Customer may cancel the Contract entered into with the Provider at any time within the period:
- (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into,
- subject to Clause 13.3. The Customer does not have to give any reason for the withdrawal or cancellation.
- 13.3 The Customer agrees that the Provider may begin the provision of services before the expiry of the period referred to in Clause 13.2, and the Customer acknowledges that, if the Provider does begin the provision of services before the end of that period, then:
- (a) if the services are fully performed, the Customer will lose the right to cancel referred to in Clause 13.2; and
 - (b) if the services are partially performed at the time of cancellation, the Customer must pay to the Provider an amount proportional to the

services supplied or the Provider may deduct such amount from any refund due to the Customer in accordance with this Clause 13.

- 13.4 In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Clause 13, the Customer must inform the Provider of the Customer's decision to withdraw or cancel (as the case may be). The Customer may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Customer may inform the Provider using the cancellation form that the Provider will make available to the Customer. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.5 If the Customer withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Clause 13, the Customer will receive a full refund of any amount the Customer paid to the Provider in respect of the Contract, except as specified in this Clause 13.
- 13.6 The Provider will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 13.7 The Provider will process the refund due to the Customer as a result of a cancellation on the basis described in this Clause 13 without undue delay and, in any case, within the period of 28 days after the day on which the Provider is informed of the cancellation.
- 13.8 The Customer shall have no right of cancellation under this Clause 13 in relation to the Contract if the Customer has specifically requested a visit from the Provider for the purpose of carrying out urgent repairs or maintenance, although this shall not prevent the right of cancellation from applying in respect of:
 - (a) services in addition to the urgent repairs or maintenance requested; or
 - (b) goods other than replacement parts necessarily used in making the repairs or carrying out the maintenance.

14. Warranties

- 14.1 The Provider warrants to the Customer that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 14.2 The Customer warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 14.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

15. Customer indemnity

- 15.1 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of these Terms and Conditions.

16. Limitations and exclusions of liability

16.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

16.3 The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

16.4 The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.

16.5 The Provider will not be liable to the Customer in respect of any loss of revenue or income.

16.6 The Provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.

16.7 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

16.8 The liability of the Provider to the Customer under the Contract in respect of any event or series of related events shall not exceed the greater of:

- (a) £100; and
- (b) the total amount paid and payable by the Customer to the Provider under the Contract in the 12 month period preceding the commencement of the event or events.

16.9 The aggregate liability of the Provider to the Customer under the Contract shall not exceed the greater of:

- (a) £100; and
- (b) the total amount paid and payable by the Customer to the Provider under the Contract.

17. Force Majeure Event

- 17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

- 18.1 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party commits any breach or material breach of the Contract, and the breach is not remediable;
 - (b) the other party commits a breach or material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 60 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).
- 18.2 Subject to applicable law, either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
 - (d) if that other party is an individual:
 - (i) that other party dies;

- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.

18.3 The Provider may terminate the Contract immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 18.3.

19. Effects of termination

19.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 2.10, 5.6, 5.7, 5.8, 5.9, 8.4, 12, 15, 16, 19, 20.2, 23 and 24.

19.2 Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Contract shall not affect the accrued rights of either party.

20. Status of Provider

20.1 The Provider is not an employee of the Customer, but an independent contractor.

20.2 The termination of the Contract will not constitute unfair dismissal; nor will the Provider be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

21. Notices

21.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

21.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in the contract:

- (a) sent by courier, in which case the notice shall be deemed to be received upon delivery;
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- (c) sent by email, in which case[, providing that the sender retains evidence of such sending, the notice shall be deemed to be received upon sending] or [the recipient must acknowledge receipt within 2 Business Days following such receipt, and the notice shall be deemed to be received upon the sending of such acknowledgement (which, for the avoidance of doubt, shall not require further acknowledgement)],

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

21.3 The addressee and contact details set out in REFERENCE TARGET REMOVED may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 21.

22. Subcontracting

22.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

22.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

23. General

23.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

23.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

23.3 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any third party, providing that, if the Customer is a consumer, such action does not serve to reduce the guarantees benefiting the Customer under the Contract. Save to the extent expressly permitted by applicable law, the Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

23.4 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

23.5 The main body of these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

23.6 The Contract shall be governed by and construed in accordance with English law.

23.7 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

24. Interpretation

24.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

24.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

24.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

24.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.