



## Terms & Conditions of Sale

### 1. Definitions

<b>Agreement:</b>	shall mean the Contract entered into between the Company and the Customer.
<b>Customer:</b>	shall mean the name of the business whose registered name is stated on the Schedule forming part of this Agreement and may also be referred to as 'you' and 'they'.
<b>Company:</b>	shall mean Computer and Network Consultants Limited (Registration Number 3105747) also known as 'CNC', 'us', and 'we'.
<b>Contract:</b>	shall mean the documents made available to the Customer via the Company's website portal upon acceptance, in writing by the Customers authorised representative, of the Quotation, including these Terms and Conditions and the Schedule(s)
<b>Goods:</b>	shall mean all those items of hardware/equipment, including network cabling, and software that the Company sources from an Supplier and delivers to Customer, and/or the Company agrees to include in this Agreement, as more fully described in the Schedule attached hereto.
<b>Parties/Party:</b>	shall mean the Company and the Customer.
<b>Quotation:</b>	shall mean the written statement and /or proposal provided by the Company to the Customer detailing the prices for the Goods and/or Services to be delivered by the Company, subject to these Terms and Conditions.
<b>Services:</b>	shall mean all the labour provided by the Company's employees and/or its authorised sub-contractors to the Customer as more fully described in the Schedules.
<b>Schedule:</b>	shall mean any number of documents forming part of this Agreement known as the Contract
<b>Supplier:</b>	shall mean the organisation supplying the Goods to the Company

### 2. The Supply of Goods

#### 2.1. Delivery & Storage

- (a) Any time or date for delivery stated by the Company in the Schedule shall be treated by the Customer as an estimate only. Whilst every effort will be made to despatch the Goods to arrive at the Customer on time, no liability can be accepted by the Company for failure to deliver within the stated times. The Company shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the Goods howsoever caused.
- (b) The Company will accept no liability for shortage, damage to or non-delivery of Goods unless the Customer notifies the Company in writing within three business days of receipt of the Goods.
- (c) If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer to provide similar Goods to replace those not delivered such liability shall not exceed the price of the Goods contracted for. Furthermore, the Company shall not be liable for loss of profit or other consequential loss and its liability (whether in contract or otherwise) shall in no case exceed the price of the Goods in question.
- (d) If for any reason the Customer cannot accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company may store the Goods pending their actual delivery to the Customer. The Customer shall be liable to the Company for the costs (including insurance) of so doing. The Company will invoice the Customer for the Goods on the date the Goods are put into storage and the Company's normal payment terms will apply. The Customer will notify the Company in writing the date when the Customer is ready to take delivery of the Goods at their premises as per the Schedule.
- (e) Upon delivery of the Goods the Customer's representative is solely responsible checking that the correct number of boxes are signed for as per the delivery documentation, including signing hand held devices presented by the delivery firm. The Company cannot accept any responsibility for any boxes or content missing upon installation by the Company. Any additional cost incurred to replace the content of the missing box or boxes will be at the Customer's expense.

Classification: Public

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Registered in England and Wales Company No. 3105747

ISO 9001 & ISO 27001 Certified



## **2.2. Property & Title**

- (a) No property or title to the Goods shall pass from the Company to the Customer unless and until the full amount of the value of the Goods as invoiced has been paid to the Company's bank account in full without recourse or the Company has received the full amount in cash.
- (b) The Customer shall fully indemnify the Company against any loss or damage to the Goods prior to the passing of property or title whilst the Goods are in the Customer's custody, either on the Customer's premises or in storage
- (c) Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer fails to take delivery of the Goods, at the agreed time when the Company has tendered delivery of the Goods.

## **2.3. Trade Name & Mark**

Indications of trade names or marks (other than those of the Company) shown in documentation provided by the Company are not restricted to indications of manufacture but may be indicative of general use of systems, machines etc, associated with the use of such Goods.

## **2.4. Cancellation**

- (a) Since, under normal circumstances, Goods are despatched the same day by the Supplier upon receipt of order from the Company, the Company reserves the right not to accept cancellation of an order from the Customer, unless prohibited by legislation.
- (b) Where cancellation in writing from the Customer is accepted by the Company, the Company reserves the right to indemnify from the Customer in full for costs incurred.

## **2.5. Return of Goods**

Any Goods undamaged, unopened and in a re-saleable condition as new may be returned by the Customer, by prior agreement in writing, approved by a director of the Company, who reserves the right to make a reasonable handling administration charge which the Customer agrees to pay upon receipt of the Company's invoice..

## **2.6. Warranty**

- (a) All Goods sold by the Company are warranted free from defects in materials and workmanship. If the Company shall receive a written complaint from a Customer in respect of Goods found to be defective in respect of materials or workmanship only within 30 days of the delivery date to the Customer's premises, the Company after it has had a reasonable time to investigate the same and examine the Goods in dispute, shall be entitled at its option to repair or replace the defective Goods or refund the purchase price.
- (b) No claim will be entertained from the Customer in respect of any Goods, supplied as per the Schedule, which have been repaired or altered in any way or have been the subject of any accident or damage caused by any innocent, wilful or negligent act or omission of the Customer, its employees or agents or through use contrary to the manufacturer's instructions by the Customer, its employees or agents or by circumstances beyond the control of the Company.

## **2.7. Health & Safety at Work Act 1974 and Consumer Protection Act 1987**

In compliance with the above legislation the Company confirms the Goods supplied by the Company do not represent a hazard to the health and safety of the Customer's employees and agents when properly used for the purpose for which they are designed and provided also that the Customer or its employees or agents take reasonable and normal precautions in their use.



### **3.0. The Supply of Services.**

#### **3.1. The Services to be provided by the Company or its authorised sub-contractors are subject to the following:**

- (a) Response to service requests by an authorised person of the Customer and repair or replacement (at the option of the Company) of defective parts of the Goods specified in the Schedule
- (b) The Company will respond to service requests as detailed on the Schedule.
- (c) Any of the Services which the Company agrees to provide at the Customer's request, outside of those hours as per the Schedule, will be charged at the Company's hourly rate in force at the time the Services are requested by the Customer.
- (d) The Company will use its reasonable endeavours to provide the Services within estimated maximum response times as indicated in the Schedule.
- (e) The Services provided by the Company may consist of the telephone, remote access or on-site support and may include travelling time.
- (f) If the Company's representative is called to the Customer's premises and in the representative's reasonable opinion there is no good reason for requesting such Services then the Company reserves the right to make an extra charge at the prevailing hourly rate for all time spent by the Company's representative, as a result of that call including travelling to and from the Customer's premises and the provisions of this Agreement shall apply to that extra charge as it would apply to any extra charges payable under this Agreement.
- (g) All removed parts or components that have been permanently replaced in the Customer's Goods by the Company's representative, as well as all equipment, test equipment or tools which may be used in the performance, by the Company's representative, of the Services under this Agreement shall belong to the Company.

#### **3.2. The Company's responsibilities under this Agreement do not include:**

- (a) Checking or repairing electrical items external to the Goods supplied.
- (b) Changing or altering the Goods from the manufacturers' specification or effecting a repair due to any inherent manufacturing or design fault of the component manufacturer or the modification replacement enhancement or adjustments necessitated by such fault.
- (c) Providing accessories supplies operating materials or consumables (e.g. paper, toners, ink etc)
- (d) Painting or refurbishing any of the Goods or furnishing the material there for.
- (e) Maintenance of accessories attachments machines or other devices not described in the Schedule
- (f) Repairing or servicing necessitated as a result of accident misuse modification fault or negligence on the part of the Customer its employee's agents' contractors or third parties' operator errors or by causes external to the Goods such as but not limited to failure or fluctuations of the electrical power or causes outside the control of the Company and other than normal usage by the Customer.
- (g) Re-siting the Goods to a location other than at the Customer's premises specified in the Schedule or re-siting the Goods within the Customer's premises and any consequential Services necessitated by any such re-siting or re-installing.
- (h) The saving, streaming, backing-up, conversion, patching, editing, re-configuring or restoration of any data program or operating system from any form of fixed or removable media or other storage device for whatever reason necessitated. Unless provided as a specific service.
- (i) The recovery and liability of any data or programs resulting from infection of viruses or malware, however caused.

#### **3.3. Access to Goods.**

The Customer shall allow the Company's representative to have full, free and uninterrupted access to the Goods at all reasonable times in order to carry out the Services, as detailed in the Schedule. Under such circumstances, the Company's representative(s) will comply with the Customer's approved health and safety policy and any other relevant policies and procedures that do not hinder the performance of the Company's representative.



### **3.4. Adequate Facilities.**

During the period of this Agreement the Customer shall provide, at its own expense, for the use of the Company's representative, adequate working space within a reasonable distance of where the Goods are installed and shall make available at the Customer's premises, at its own expense, such ventilation, light, telephone and power supplies as the Company's representative may reasonably require to perform the Services. The Customer retains the right at all times to require the Company's representative to vacate the premises at any time in the event of a security threat

### **3.5. Security, Integrity and Data Protection.**

The Customer shall be solely responsible for the security integrity and reliability of all programs and other information confidential sensitive or otherwise at the Customer's premises prior to, during and after such time as the Company's representative(s) are present at the Customer's premises performing the Services. It is a further condition that the Customer ensures that all the programmes, applications and operating environments are of a release version or level which is compatible with the current level of hardware and are licensed for use by the Customer. Furthermore, both Parties agree that neither Party will misuse or disclose to others any confidential information about the others business activities unless agreed in writing by both Parties.

- (a) The parties acknowledge that during the term of this Agreement the Customer is the Data Controller or the Controller (as applicable) and the Service Provider is the Data Processor or Processor (as applicable) in respect of any Personal Data.
- (b) The Service Provider shall Process the Personal Data solely to the extent necessary to provide the Services in accordance with the terms of this Agreement and shall not Process the Personal Data for any purpose other than those expressly authorised by the Company unless such Processing is strictly required to comply with any Applicable Law to which the Company is subject, in which case the Company shall inform the Customer of such legal requirement before processing unless the relevant law prohibits such disclosure on grounds of public interest.
- (c) Each party warrants to the other that it will Process the Personal Data in compliance with the applicable Data Protection Law. The Company shall (and shall ensure that any of its Personnel) not do any act that puts the Customer in breach of its obligations under the applicable Data Protection Law.
- (d) The Company warrants that, having regard to the state of technological development, the cost of implementing any measures and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, it will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the risk, including, inter alia, the measures set out in articles 1(a) to 1(d) of the GDPR.
- (e) The Company warrants that the Personal Data will only be Processed within the United Kingdom for the purposes of the provision of the Services and the Company shall only transfer the Customer Data outside the EEA or to an International Organisation in accordance with the Customer's written instructions.
- (f) The Company shall provide such reasonable information and assistance to the Customer as the Customer may reasonably require, and within the timescales reasonably specified by the Customer, to allow the Customer to: (i) comply with the rights of Data Subjects, including subject access rights, or with notices served by the Information Commissioner or any other law enforcement or regulatory authority; and (ii) comply with the Customer's obligations pursuant to the applicable Data Protection Law (including without limitation articles 32 to 36 of the GDPR in relation to the Customer Data, in each case taking into account the nature of Processing and the information available to the Company and provided that the Customer shall pay all reasonable expenses incurred by the Company in providing such assistance).
- (g) The Company shall, within a reasonable period further to receipt of a written request from the Customer, provide to the Customer copies of the Customer Data set out in that request (in a format and on the media reasonably agreed between the parties), provided that the Customer shall pay all reasonable expenses incurred by the Company in providing such Customer Data.



### **3.6. Condition of Goods.**

- (a) It is a condition of this Agreement that the Goods, as set out in the Schedule, shall be in good operational condition once installed and handed over by the Company's representative to the Customer.
- (b) If there has been any delay, other than that caused by the Company, between the expiry of any warranty or licence in relation to any of the Goods referred to in the Schedule and the date when it is required to be afforded cover under this Agreement or if the Company agrees to maintain Goods which it has not supplied and such Goods are not in good operational condition at that time, then the provisions of this Agreement shall not apply until such time as the Goods are put into good operational condition to the Company's reasonable satisfaction and handed over to the Customer
- (c) The Company shall be entitled to make an additional charge at the Company's prevailing prices for any work required under this clause which may be requested in writing to be carried out by the Customer.

### **3.7. Peripheral Equipment.**

In the case of computer peripheral equipment, such as printers and scanners, covered by this Agreement, they will not include the replacement repair or rectification of any user replaceable items or any of the following parts of that equipment:-drums mechanism including sprocket spring feed platens rollers friction devices print heads ink jets or other mechanical imprinting heads paper or sheet feeding mechanisms or trays any options not specified in the attached Schedule, output collecting trays or mechanisms or any font cartridges or emulation cartridges connected to the equipment subsequent to its manufacturer or any damage caused to the electric circuitry of the equipment as a result of the connection of any such peripherals to the Goods or by the connection to the Goods of any peripheral not manufactured by the manufacturer of the Goods.

### **3.8. Sub-Contractors.**

The Company shall be entitled to sub-contract to a third party all or any part of its obligations under this Agreement to provide the Services. The use of any third party however will only be arranged with the full consent of the Customer beforehand in writing.

### **3.9. Insurance.**

- (a) All risks of loss of or damage to the Goods or to the Customer's premises, howsoever caused, shall be borne by the Customer save as provided herein
- (b) All risks of loss of or damage to the Goods that had been removed from the Customer's premises by the Company for repair shall be borne by the Company during its period of absence from the Customer's premises.

### **3.10. Removal of Goods During the period of this Agreement.**

The Customer shall in the event of wishing to remove any of the Goods from the Schedule shall be obliged to provide not less than three calendar months written notice to the Company of such removal expiring on any anniversary of the date of this Agreement. Any such written notice of removal of Goods not complying with this provision shall not be accepted by the Company.



### **3.11. Refurbishment.**

If in the opinion of the Company any component (part or complete) of the Goods, subject to the Schedule, that can no longer be economically maintained, the Company will submit a quote for the refurbishment cost estimate (Work) to the Customer in writing. Such charge will be in addition to the stated annual charge in the Schedule. If such Work is authorised by the Customer within one (1) month, the item of Goods will subsequently remain covered under the provisions of this Agreement. If the Customer does not accept the quote for the Work, the Company reserves the right to delete the item concerned from the provisions of this Agreement with effect from the date the Company first notified the Customer with the quote for the Work and reduce the maintenance fees accordingly.

## **4.0. General.**

### **4.1. Terms and Conditions**

- (a) These Terms and Conditions shall apply to the supply of Goods and Services to be provided by the Company or any of its associated or subsidiary companies to the Customer as specified in the Schedule(s).
- (b) All Quotations provided and Contracts for Goods and Services made by the Company shall be deemed to incorporate these Terms and Conditions which shall be deemed to have replaced any previously agreed Terms and Conditions contained in writing or otherwise submitted to the Customer by the Company.
- (c) No agreement or variation of these Terms and Conditions of whatsoever nature shall form part of or operate as a waiver or variation to this Agreement unless expressly accepted in writing by a director of the Company and an authorised signatory of the Customer.
- (d) These Terms and Conditions should also be read and run in conjunction with the restrictions for each specific Goods and Services as detailed in the Schedule.
- (e) Any formal notice required to be given hereunder shall be sent by first class recorded delivery addressed to the Party to be served or at its current registered office in relation to a limited company and be deemed to have been received two working days after posting.
- (f) In the event that the Customer accepts the Quotation, subject to the Customer's purchase order, these Terms and Conditions will take precedent over the Customer's terms & conditions unless otherwise agreed between the Parties in writing.

### **4.2. Force Majeure**

In the event that the Company is prevented from carrying out its obligations under this Agreement with the Customer as a result of any cause beyond its control such as but not limited to acts of god, war, strikes, lock-outs, flood and failure of third parties to deliver the Goods and/or Services, the Company shall be relieved of its obligations and liabilities under this Agreement for as long as such fulfilment is prevented.

### **4.3. Customer Obligations.**

The Customer shall:

- (a) Utilise the Goods correctly in accordance with the manufacturers or Suppliers' operating manuals and instructions and with such operating supplies and consumables as are in accordance with the manufacturers' or Suppliers' requirements and promptly and regularly carry out all operations maintenance routines (if any) as are set out or referred to therein.
- (b) Not allow any other person firm or company other than the Company's representative to adjust repair alter or upgrade or maintain the Goods except for the usual operators' maintenance routines (if any) as specified in the foregoing sub-clause.
- (c) Notify the Company as soon as reasonably practicable if the Goods develop an operating fault provided that if the Customer shall fail to notify the Company in accordance with this sub-clause of any operating fault, the Company's liability under this Agreement shall be limited to such remedial work as would have been required had the fault been reported when it first arose and the Customer shall be liable for any additional Services or repairs which are necessitated as a result of the delay in reporting the defect or operating fault to the Company which may result in an extra charge to the Customer at the Company's prevailing rates.



- (d) If during the continuation of this Agreement, or within a period of two (2) calendar years of the date of termination thereof, by whatever method either alone or as an agent for or in association with any other person, firm, company or organisation the Customer entices away or solicit or do business with any of the employees, sub-contractors, directors or representatives (the Engagement) of the Company, to the detriment of the Company, the Customer agrees to pay the Company an Engagement fee of £25,000 to cover the replacement costs, any other expenses incurred and any loss of income of such action, within 30 days of the Engagement.
- (e) Comply with any rules and regulations set down by the Supplier of the Goods including but not limited to any Bandwidth usage.
- (f) Acknowledge that the Company's liability under this Agreement is limited and the Company shall have no liability in respect of issues with the Goods or the supply of the Services where such issues have been notified by the Company to the Customer in writing but the Customer has failed within a reasonable time to rectify such issues to the extent that they affect the performance of the Services or the use of the Goods

#### **4.4. Charges and Payment Terms.**

- (a) The charges for Goods, as specified in the Schedule will be invoiced upon delivery to the Customer's premises as per the Schedule, or into storage at the Customer's written request, are due for payment 30 days from date of invoice.
- (b) The charges for Services will be made upon completion of the Services. Where the Services are provided covering an annual period the Company may request payment to be made by banker's standing order or direct debit at any time subject to the acceptance of the request by the Customer.
- (c) In the event of any failure to honour any one or more standing order or direct debit payments the Company shall be entitled to treat such failure to make the payment(s) as a reason for withholding the Services.
- (d) Any other charges under this Agreement will be invoiced by the Company to the Customer and payment shall be due within thirty (30) days from the date of invoice.
- (e) Charges are exclusive of Value Added Tax or any other like taxes which will be payable by the Customer at the rate ruling at the tax point date.
- (f) If any charge or additional charge under this Agreement, due from the Customer for the Goods and/or Services, shall not be paid within thirty (30) days after it becomes due then the Company reserves the right to suspend the Services hereunder until the amount due shall have been paid in full together with interest which may be charged at 5% above Barclays Bank plc base rate on any balance due from time to time, at the Company's discretion.
- (g) Without prejudice to any other remedy, the Company may at any time by giving thirty (30) days written notice to the Customer vary any or all of its charges if for any reason the cost of the Company performing the Services under this Agreement are increased by any non-compliance by the Customer with the provisions of this Agreement provided that any such variation to the Company's charges shall be reasonable.
- (h) Charges payable under this Agreement are subject to review at each anniversary of the commencement date of this Agreement shown in the Schedule.
- (i) Any Pre-Pay fund amount shall be agreed between the Company and the Customer before commencement of this Agreement. During its course the fund may be 'Topped-Up' in multiples of amounts equal to the initial payment by the Customer. If at the end of this Agreement any funds are unused they cannot be refunded but provided they are more than £100 ex VAT, the excess funds may be carried over to any other Services or Contract entered into with the Company. Otherwise any Pre-Pay amount remaining in the fund at the end of this Agreement shall be non-refundable. Time and any material costs will be debited in amounts detailed in the Schedule from the Pre-Pay fund whenever required until either depleted or the end of this Agreement is reached. A monthly statement will be issued by the Company showing details of time and/or materials used. There is no surrender value of the Pre-Pay fund and no refunds will be given unless terminated as detailed herein. There is a minimum annual spend by the Customer equivalent to the initial value of the relevant Schedule.



#### 4.5. Termination.

- (a) The Company may by giving thirty (30) days' notice in writing to the Customer terminate this Agreement (without prejudice to its right to recover any sum due from the Customer) if either:
  - i) any payment by the Customer shall be more than thirty (30) days in arrears or
  - ii) the Customer shall commit any other material breach of this Agreement and shall not remedy the same within thirty (30) days of a written notice given by the Company to the Customer requesting such remedial action.
- (b) The Customer may by giving thirty (30) days' notice in writing to the Company terminate this Agreement if the Company shall commit any material breach of this Agreement and shall not remedy the same within thirty (30) days of written notice given by the Customer to the Company requiring such remedial action.
- (c) In the event of bankruptcy, liquidation, insolvency or receivership of either Party.
- (d) The Parties acknowledge that this Agreement is perpetual and unless one of the circumstances specified above in this clause occurs, this Agreement shall remain in full force and effect until terminated by either Party upon giving three months prior written notice to the other Party before the end of the contract term, assumed to be 12-months or as specified on the original order.
- (e) Notwithstanding any contrary provision above, in the event that any agreements made between the Company and any Supplier relating to the Goods or Services shall demand a longer termination period than as set out above, then this shall take precedence over any provision above.

#### 4.6. Liability.

This clause sets out the entire liability of the Parties to each other under this Agreement:

- (a) The Company shall under no circumstances whatsoever is liable for any indirect or consequential loss howsoever caused.
- (b) The Company's liability in respect of breach or non-performance of this Agreement shall be limited to the invoiced value to which the claim relates.
- (c) The Company shall indemnify the Customer for personal injury or death caused by the wilful negligence of the Company's representative acting in the course of the provision of the Services or delivery/ installation of the Goods.
- (d) The Company shall indemnify the Customer for direct damage to tangible property caused by the wilful negligence or wilful default of the Company's representative(s) in the provision of the Services and/or delivery and/or installation of the Goods or by the breach by the Company of its contractual obligations arising under this Agreement. Except in respect of personal injury or death (for which no limit applies) the total liability of the Company shall not exceed £250,000 in respect of each event or series of connected events.
- (e) Under no circumstances shall the Company be liable to the Customer for any damages resulting from loss of data or use of corruption of data, loss of profits or business or any indirect or consequential loss or damage.
- (f) The Customer shall indemnify the Company in respect of any claim for loss damage or injury caused by the Customer or occasioned on the Customer's premises and not caused by the acts or omissions of the Company to any of the Company's representative(s) or their property, occasioned by or arising from the possession, operation, use or modification of the Goods.
- (g) The warranty in clause 2.6 above is given in place of all warranties, conditions terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. The Company will use all the reasonable skill and care in its performance of this Agreement as would be expected of a professional company in the business of supplying and/or maintaining computer systems.
- (h) The Company shall have no liability whatsoever in respect of delays caused by, or arising from the negligent performance of, errors, or poor management by third party individuals or organisations beyond its control.
- (i) The Company shall not be liable in respect of any defect with the Services which arises as a result of defects with the Goods which the Customer has been made aware of in writing by the Company.
- (j) Where the Company provides recommendations to the Customer the Company does so in good faith. However, it is the Customer's responsibility to take all reasonable steps to ensure that such recommendations will be of benefit to the Customer, and if necessary to seek independent advice to confirm or otherwise the Company's recommendations. Where the Customer has acted upon the recommendations of the Company, the Company's liability in the event that the Customer incurs a loss is limited to the value of the Services relating to the provision of such recommendation(s).





#### **4.7. Assignment.**

Neither Party may assign the benefit of this Agreement its rights or obligations without the prior written consent of the other Party, which may not be unreasonably withheld or delayed.

#### **4.8. Arbitration.**

Any question or difference, which the Parties fail to resolve within 30 days of the question or difference being first reported to the other Party in writing, which may at any time arise between the Parties hereto concerning the provisions of this Agreement or the effect thereof or the rights and duties of the Parties hereto (excluding those as to payment of the Company's' charges) shall be referred to a single arbitrator to be agreed between the Parties hereto or in default of this Agreement be appointed by the President for the time being of the Institute of Electrical Engineers and such reference shall be deemed to be for all purposes a reference to arbitration under the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force. Any costs incurred for such Arbitration to be paid for by the Party raising the question or difference unless agreed otherwise between the Parties.

#### **4.9. Miscellaneous**

- (a) If any provision hereof shall be held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not be in any way be affected or impaired thereby.
- (b) Waiver by the Company of any breach of these conditions or any granting of time or indulgence by the Company to the Customer shall in no way affect the rights of the Company hereunder.
- (c) All headings are for convenience only and do not form part of these terms & conditions.

#### **4.10. Governing Law & Jurisdiction**

The Laws of England shall govern the validity constructions and performance of this Agreement to which these terms & conditions apply and the Parties submit to the jurisdiction of the English Court.

#### **4.11. Authority.**

By accepting this Agreement the person warrants to the Company that they have the authority of the Customer to do so.