

Terms and Conditions for Sale of Goods

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

Recorra	Recorra Ltd a limited company registered in England and Wales, trading as "Recorra", with registered office address at 52 Lant Street, London, SE1 1RB, and with the company number 03961507, and all subsidiary companies.
Conditions	these terms and conditions as amended from time to time in accordance with clause 14.8.
Contract	the contract between Recorra and the Customer for the supply of Goods in accordance with these Conditions.
Customer	the person or firm who purchases the Goods from Recorra.
Delivery Location	has the meaning given in clause 4.2.
Force Majeure Event	has the meaning given to it in clause 13.
Goods	the goods (or any part of them) including but not limited to office supplies and furniture set out in the Order.
Order	the Customer's order for the supply of Goods, as set out in the Customer's purchase order form, or the Customer's written acceptance of Recorra's quotation, as the case may be.
Specification	any specification for the Goods, including any related plans and drawings, as set out in the purchase order form or as may be agreed between the parties in writing.
Tax	means VAT and any other landfill tax, other waste disposal specific taxes and all other applicable taxes from time to time imposed.
VAT	means value added tax chargeable from time to time.
Websites	means http://www.recorra.co.uk/ .
Warranty Period	has the meaning given in clause 5.1.

1.2	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).	4.6.1	delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Recorra notified the Customer that the Goods were ready; and
1.3	A reference to a party includes its personal representatives, successors and permitted assigns.	4.6.2	Recorra shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
1.4	A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.	4.7	If ten Business Days after the day on which Recorra notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Recorra may resell or otherwise dispose of part or all of the Goods and charge the Customer for any shortfall below the price of the Goods, and for any additional storage and transportation costs incurred by Recorra as a result of the Customer's failure to take delivery of the Goods.
1.5	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	4.8	Recorra may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
1.6	A reference to writing or written includes email.		
2	BASIS OF CONTRACT	5	QUALITY OF GOODS
2.1	The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions.	5.1	Recorra warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
2.2	The Order shall only be deemed to be accepted when Recorra issues written acceptance of the Order at which point and on which date the Contract shall come into existence.	5.1.1	conform in all material respects with their description and any applicable Specification; and
2.3	Any samples, drawings, descriptive matter or advertising issued by Recorra and any descriptions of the Goods contained in Recorra's Websites are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.	5.1.2	be free from material defects in design, material and workmanship.
2.4	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 law, trade custom, practice or course of dealing.	5.2	Subject to clause 5.3, Recorra shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
2.5	Any quotation given by Recorra shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.	5.2.1	the Customer gives notice in writing during the Warranty Period within three Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
3	GOODS	5.2.2	Recorra is given a reasonable opportunity of examining such Goods; and
3.1	The Goods are described on the Websites or in the Specification (as the case may be).	5.2.3	the Customer (if asked to do so by Recorra) returns such Goods to Recorra's place of business at the Customer's cost.
3.2	Recorra reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Recorra shall notify the Customer in any such event.	5.3	Recorra shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
4	DELIVERY OF GOODS	5.3.1	the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
4.1	Recorra shall ensure that:	5.3.2	the defect arises because the Customer failed to follow Recorra'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;
4.1.1	each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Recorra reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered;	5.3.3	the Customer alters or repairs such Goods without the written consent of Recorra;
4.2	Recorra shall deliver the Goods to the location set out in the Order or such other location as the parties may agree, or the Customer shall collect the Goods from the location set out in the Order (each a Delivery Location) at any time after Recorra notifies the Customer that the Goods are ready.	5.3.4	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
4.3	Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.	5.3.5	the Goods differ from their description or Specification (as the case may be) as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
4.4	Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Recorra 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 Recorra with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.	5.3.6	the defect arises as a result of Recorra following any drawing, design or Specification supplied by the Customer.
4.5	If Recorra 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. Recorra shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Recorra with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.	5.4	Except as provided in this clause 5, Recorra shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
4.6	If the Customer fails to take delivery of the Goods within three Business Days of Recorra notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Recorra's failure to comply with its obligations under the Contract in respect of the Goods:	5.5	The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Recorra.
		6	TITLE AND RISK
		6.1	The risk in the Goods shall pass to the Customer on completion of delivery.
		6.2	Title to the Goods shall not pass to the Customer until the earlier of:
		6.2.1	Recorra receives payment in full (in cash or cleared funds) for the Goods and any other goods that Recorra 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; and
		6.2.2	the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
		6.3	Until title to the Goods has passed to the Customer, the Customer shall:
		6.3.1	store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Recorra's property;
		6.3.2	not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3	maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Recorra's behalf from the date of delivery;	10	LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
6.3.4	notify Recorra immediately if it becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4; and	10.1	The limits and exclusions in this clause reflect the insurance cover Recorra has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
6.3.5	give Recorra such information relating to the Goods as Recorra may require from time to time.	10.2	The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
6.4	Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Recorra receives payment for the Goods. However, if the Customer resells the Goods before that time:	10.3	Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
6.4.1	it does so as principal and not as Recorra's agent; and	10.4	Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
6.4.2	title to the Goods shall pass from Recorra to the Customer immediately before the time at which resale by the Customer occurs.	10.4.1	death or personal injury caused by negligence;
6.5	If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4, then, without limiting any other right or remedy Recorra may have:	10.4.2	fraud or fraudulent misrepresentation;
6.5.1	the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and	10.4.3	breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
6.5.2	Recorra may at any time:	10.4.4	defective products under the Consumer Protection Act 1987.
6.5.2.1	require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and	10.5	Subject to clause 10.4, Recorra's total liability to the Customer shall not exceed the total value of the Goods under the Contract.
6.5.2.2	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.	10.6	Recorra must be notified by the Customer in writing with photographic evidence within two Business Days of any claim in respect to damage to property alleged to have occurred during provision of the Goods. Recorra must be given the opportunity to inspect the alleged damage and at its option to make good any damage. In the event that liability is admitted by Recorra, and the Customer arranges for repair two quotations must be obtained and Recorra's approval obtained before work is authorised.
6.5.2.3		10.7	This clause 10.7 sets out specific heads of excluded loss and exceptions from them:
7	CUSTOMER'S OBLIGATIONS	10.7.1	Subject to clause 10.4, the types of loss listed in clause 10.7.3 are wholly excluded by the parties.
7.1	The Customer shall:	10.7.2	If any loss falls into one or more of the categories in clause 10.7.3 and also falls into a category, or is specified, in clause 10.7.4, then it is not excluded.
7.1.1	ensure that the terms of the Order are complete and accurate; and	10.7.3	The following types of loss are wholly excluded:
7.1.2	comply with any additional obligations as set out in the Goods Specification.	10.7.3.1	loss of profits;
7.2	The Customer shall indemnify Recorra against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Recorra arising out of or in connection with any breach of this agreement by the Customer.	10.7.3.2	loss of sales or business;
8	CHARGES AND PAYMENT	10.7.3.3	loss of agreements or contracts;
8.1	The price for Goods:	10.7.3.4	loss of anticipated savings;
8.1.1	shall be the price set out in the Order or, if no price is quoted, the price set out in Recorra's published price list as at the date the Order is placed; and	10.7.3.5	loss of use or corruption of software, data or information;
8.1.2	shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.	10.7.3.6	loss of or damage to goodwill; and
8.2	Recorra reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Recorra that is due to:	10.7.3.7	indirect or consequential loss.
8.2.1	any factor beyond the control of Recorra (including foreign exchange fluctuations, increases in Taxes and duties, and increases in labour, materials and other manufacturing costs);	10.7.4	The following types of loss and specific loss are not excluded:
8.2.2	any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or	10.7.4.1	sums paid by the Customer to Recorra pursuant to the Contract, in respect of any Goods not provided in accordance with the Contract;
8.2.3	any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Recorra adequate or accurate information or instructions in respect of the Goods.	10.7.4.2	wasted expenditure;
8.3	Recorra shall invoice the Customer on or at any time after completion of delivery.	10.7.4.3	additional costs of procuring and implementing replacements for, or alternatives to, Goods not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; and
8.4	The Customer shall pay each invoice submitted by Recorra:	10.7.4.4	losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of Recorra. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, Recorra's personnel, regulators and customers of the Customer.
8.4.1	within 30 days of the date of the invoice; and	10.8	Recorra has given commitments as to compliance of the Goods with relevant specifications in clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
8.4.2	in full and in cleared funds to a bank account nominated in writing Recorra, and time for payment shall be of the essence of the Contract.	10.9	Recorra shall not have any responsibility or obligation in relation to Recorra's recycling performance, or the achievement of any recycling targets imposed on the Customer.
8.5	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of Tax. The Customer shall, on receipt of a valid VAT invoice from Recorra, pay to Recorra such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.	10.10	Unless the Customer notifies Recorra that it intends to make a claim in respect of an event within the notice period, Recorra shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
8.6	All invoices disputed by the Customer must be notified in writing by email to accounts@recorra.co.uk within 30 days of the date of issue of the invoice. Disputes with a value of less than 5% of the value of the invoice must not delay payment of the full invoice. In such circumstances, the Customer must proceed with payment with the parties take steps to resolve the dispute. On resolution of the dispute any credits owed to the Customer shall be issued within 10 Business Days after resolution of the dispute.	10.11	This clause 10 shall survive termination of the Contract.
8.7	If the Customer fails to make a payment due to Recorra under the Contract by the due date, then, without limiting Recorra's remedies under clause 11 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.	11	TERMINATION
8.8	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by law).	11.1	Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
9	CONFIDENTIALITY	11.1.1	the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within thirty days after receipt of notice in writing to do so;
9.1	Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.	11.1.2	the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
9.2	Each party may disclose the other party's confidential information:	11.1.3	the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
9.2.1	to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and	11.1.4	the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
9.2.2	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.	11.2	Without affecting any other right or remedy available to it, Recorra may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
9.3	No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.	11.3	Without affecting any other right or remedy available to it, Recorra may suspend all further deliveries of Goods under the Contract or any other contract between the Customer and Recorra if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4, or Recorra reasonably believes that the Customer is about to become subject to any of them.

<p>12</p> <p>12.1</p> <p>12.1.1</p> <p>12.1.2</p> <p>12.2</p> <p>12.3</p> <p>13</p> <p>13.1</p> <p>13.1.1</p> <p>13.1.2</p> <p>13.1.3</p> <p>13.1.4</p> <p>13.1.5</p> <p>13.1.6</p> <p>13.1.7</p> <p>13.1.8</p> <p>13.1.9</p> <p>13.2</p> <p>14</p> <p>14.1</p> <p>14.1.1</p> <p>14.1.2</p> <p>14.2</p> <p>14.2.1</p> <p>14.2.1.1</p> <p>14.2.1.2</p> <p>14.2.2</p> <p>14.2.2.1</p> <p>14.2.2.2</p> <p>14.2.2.3</p> <p>14.2.3</p> <p>14.3</p> <p>14.4</p> <p>14.5</p> <p>14.6</p> <p>14.6.1</p> <p>14.6.2</p> <p>14.6.3</p> <p>14.7</p>	<p>CONSEQUENCES OF TERMINATION</p> <p>On termination of the Contract:</p> <p>the Customer shall immediately pay to Recorra all of Recorra's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Recorra shall submit an invoice, which shall be payable by the Customer immediately on receipt;</p> <p>the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then Recorra 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.</p> <p>Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.</p> <p>Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.</p> <p>FORCE MAJEURE</p> <p>Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to:</p> <p>acts of God, flood, drought, earthquake or other natural disaster;</p> <p>epidemic or pandemic;</p> <p>terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;</p> <p>nuclear, chemical or biological contamination or sonic boom;</p> <p>any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;</p> <p>collapse of buildings, fire, explosion or accident;</p> <p>any labour or trade dispute, strikes, industrial action or lockouts;</p> <p>non-performance by suppliers or subcontractors; or</p> <p>interruption or failure of utility service,</p> <p>(each a Force Majeure Event).</p> <p>In such circumstances as described in clause 13.1 the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.</p> <p>GENERAL</p> <p>Assignment and other dealings</p> <p>Recorra may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.</p> <p>The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Recorra.</p> <p>Notices.</p> <p>Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:</p> <p>delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or</p> <p>sent by email to the addresses provided by each party to the other from time to time.</p> <p>Any notice or communication shall be deemed to have been received:</p> <p>if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or</p> <p>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 or at the time recorded by the delivery service; or</p> <p>if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.</p> <p>This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p> <p>Severance. 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 14.3 shall not affect the validity and enforceability of the rest of the Contract.</p> <p>Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.</p> <p>Entire agreement.</p> <p>The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.</p> <p>Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.</p> <p>Nothing in this clause shall limit or exclude any liability for fraud.</p> <p>Third party rights.</p>	<p>14.7.1</p> <p>14.7.2</p> <p>14.8</p> <p>14.9</p> <p>14.10</p> <p>Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.</p> <p>The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.</p> <p>Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).</p> <p>Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.</p> <p>Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.</p>
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