

The customer's attention is drawn in particular to the provisions of clause 12.

1. **Interpretation**
1.1 **Definitions.** In these Conditions, the following definitions apply:
Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 14.6.
Contract means the contract between Hillé and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer means the person or firm who purchases the Goods from Hillé.
Force Majeure has the meaning given in clause 13.
Goods means the goods (or any part of them) set out in the Order.
Hillé means Hillé Educational Products Limited registered in England and Wales under company number 06631733 and whose registered office is Unit 27 Rassau Industrial Estate, Rassau, Ebbw Vale, Gwent, United Kingdom NP23 5SD.
Intellectual Property Rights) means all patents, design rights (whether registered or unregistered), trade marks, service marks, utility marks, domain names, trade and business names, publicly available and registered applications for any of the foregoing, copyrights, inventions, confidential information, trade secrets, know-how and registered database rights including all applications for the same, all extensions and renewals to any of them and publicly available and registered applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.
Order Specification means the Customer's order for the Goods, as set out in the Customer's purchase order form, means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Hillé.
1.2 **Construction.** In these Conditions, the following rules apply:
1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
1.2.3 A reference to a statute or statutory provision includes a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
1.2.5 A reference to **writing** or **written** includes faxes and e-mails.
2. **Basics of contract**
2.1 These Conditions apply to the Contract to the exclusion of any other terms and warranties, express or implied that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
2.3 The Order shall only be deemed to be accepted when Hillé issues a written acceptance of the Order, at which point the Contract shall come into existence.
2.4 All Orders are accepted subject to Hillé obtaining satisfactory trade references or credit ratings in relation to the Customer. If the references or credit ratings are not satisfactory in the opinion of Hillé then Hillé shall have the right to cancel the Order and Hillé will notify the Customer in writing, within 28 days of acceptance of the Order.
2.5 Cancellation of the Order by the Customer will result in the Customer being liable to pay Hillé the sum of either:
2.5.1 All damages, costs, losses and expenses incurred by Hillé in connection with the cancellation of the Order, including any loss of profit or
2.5.2 20% of the total gross Order value, which ever sum is greater.
2.6 Where in Hillé's opinion the completion of the contract or the delivery of the Goods is impracticable the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Hillé which is not set out in the Contract.
2.7 Any samples, drawings, descriptive matter, or advertising produced by Hillé and any descriptions or illustrations contained in Hillé's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
2.8 A quotation for the Goods given by Hillé shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
2.9 Hillé will not be liable for any advice or recommendation given by a Hillé or its employees or agents in relation to the storage, application or use of the Goods which is not confirmed in writing by a Director. Additionally the Customer acknowledges that it does not rely on and waives any claim for breach of any representations which are not confirmed in writing by a Director of Hillé.
2.10 Where in Hillé's opinion the completion of the contract or the delivery of the Goods is impracticable Hillé may terminate the Contract by sending notice in writing to the Customer by ordinary post or delivery.
2.11 Where designs are prepared by Hillé on the Customers instructions acceptance of the Contract by Hillé is on the understanding that such designs and drawings have been approved by the Customer.
3. **Goods**
3.1 The Goods are described in the Specification.
3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Hillé against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Hillé in connection with any claim made against Hillé for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Hillé's use of the Specification. This clause 3.2 shall survive termination of the Contract.
3.3 Hillé reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
3.4 Hillé reserves the right to revise, modify or vary the Specification from time to time provided that the Goods shall be of similar quality to that of the Goods ordered by the Customer.
4. **Delivery**
4.1 Good shall be delivered when completed, in the absence of any prior written agreement to the contrary, Hillé shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Hillé notifies the Customer that the Goods are ready.
4.2 A charge may be made for delivery costs where the total Order is less than £1,000 exclusive of value added tax (VAT).
4.3 The Customer shall provide assistance, at no charge, in unloading the Goods. No liability will be accepted by Hillé for the actions of the Customers employees in doing so. The Customer shall indemnify Hillé against all claims, proceedings, demands and costs arising from them.
4.4 Delivery of the Goods shall be made to the Delivery Location.
4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Hillé 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 Hillé with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
4.6 If Hillé 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. Hillé 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 Hillé with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
4.7 If the Customer fails to accept delivery of the Goods on delivery, then, except where such failure or delay is caused by a Force Majeure Event or Hillé's failure to comply with its obligations under the Contract:
4.7.1 delivery of the Goods shall be deemed to have been completed on the day attempted delivery took place;
4.7.2 Hillé shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
4.7.3 The costs incurred under this clause 4.7 shall be invoiced in the normal manner along with the full value of the Goods.
4.8 If 10 Business Days after the day on which Hillé notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Hillé may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
4.9 The Customer shall not be entitled to reject the Goods if Hillé delivers up to and including 10% more or less than the quantity of Goods ordered, and the quantity shall be paid for by the Customer at the contractual price.
4.10 Hillé 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.
4.11 Any damage caused to the Goods in transit must be notified to Hillé within 48 hours of delivery or Hillé will not be liable for it.
4.12 All export Orders shall be Ex Works except where otherwise agreed in writing.
4.13 Where the Customer requires delivery outside of the United Kingdom, at the Customers request and cost, Hillé shall:
4.13.1 Arrange shipping of the Goods on the Customers behalf; and
4.13.2 Arrange insurance of the Goodson the Customers behalf; and
4.14 Hillé shall take no liability for any loss or damage arising through the choice of carrier or any act or omission of the carrier, or for any failure of the Customer in relation to the required authorisation and licenses.
4.15 In the case of overseas delivery the Customer shall provide to Hillé
4.15.1 the necessary export exchange control or licenses; and
4.15.2 the written details of all regulations or specifications with which the Goods must comply in English.
5. **Installation**
5.1 The assembly, erection, distribution and installation of the Goods is not included in the price unless specifically agreed in writing. Where installation is agreed exclusive free access shall be given to open floor areas during normal working hours, to allow installation to take place.
5.2 The Customer shall ensure that the site is prepared and access to electricity and any other services that may be required by Hillé are available. The Customer shall provide suitable protection for the Goods from the date of delivery at the Delivery Location.
5.3 Where the site has not been correctly prepared for Hillé the Customer shall be liable to pay Hillé for any loss suffered due to this delay.
5.4 Employees of Hillé shall not be given or accept instructions from the Customer and the Customer shall provide such supervision or labour as agreed for the installation.

5.5 Hillé shall not be liable for any inaccuracy in the information given to Hillé prior to installation being agreed and any associated costs incurred due to this inaccuracy or unsuitability of the structure.
5.6 Hillé shall not be liable for any loss or delay which is outside of Hillé control whilst installing or commissioning of equipment and may charge the Customer for any costs incurred by Hillé as a result of any delay.
5.7 Hillé liability insurance is £5,000,000 any costs in increasing this at the request of the Customer are borne by the Customer.
5.8 Hillé will not be required to provide any main contractor with a sub-contractors tax exemption certificate as the activities of Hillé fall outside the construction operators for which a certificate is regarded as defined in the Statutory Instruments 1980 No 1171.
5.9 The Customer shall inspect the installation of the Products when the installation has been completed by Hillé. Should the installation not meet the written specification for installation agreed by Hillé and the Customer Hillé's sole liability will be to rectify the installation so that it meets the written specification for installation agreed by Hillé and the Customer.
6. **Moulding Tools**
6.1 Hillé will provide the same standard of care to the Customers moulds as they afford to their own moulds and tools. However, Hillé will not be responsible for any damage caused to the moulds from any such whatsoever.
6.2 Hillé shall have the first and paramount lien on the Customers moulds for Hillé's possession for all monies owed to Hillé by the Customer after the due date set out in clause 9.10. Hillé may sell the moulds for any purpose it sees fit if the payment has not been made 14 days after notice in writing demanding the monies due and setting out the intention to sell the moulds in default.
6.3 If Hillé considers in its sole reasonable opinion that due to wear and tear the mould requires replacing the mould for the purpose of completing any Order or re-order, Hillé may do so if giving 14 days prior notice to the Customer. The replacement of any mould is at the cost of the Customer, including any additional design and drawing costs necessary.
7. **Quality**
7.1 Hillé warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
7.1.1 conform in all material respects with the Specification;
7.1.2 be free from material defects in design, material and workmanship;
7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
7.1.4 be fit for any purpose held out by Hillé.
7.2 Subject to clause 7.3.1, if:
7.2.1 the Customer gives notice in writing to Hillé during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
7.2.2 Hillé is given a reasonable opportunity of examining such Goods; and
7.2.3 the Customer (if asked to do so by Hillé) returns such Goods to Hillé's place of business at the Customer's cost,
Hillé shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
7.3 Hillé shall not be liable for Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:
7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
7.3.2 the Hillé inspection marking ticket is removed from the underside of any product;
7.3.3 the defect arises because the Customer failed to follow Hillé's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.
7.3.4 any material defect in the Goods arises as a result of defective Specification supplied by the Customer;
7.3.5 the Customer alters or repairs such Goods without the written consent of Hillé;
7.3.6 the Goods have not been properly maintained, or have been subject to misuse, unauthorised repair, replacement/modification or alteration;
7.3.7 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
7.3.8 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
Except as provided in clause 7.3, Hillé shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1. 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. These Conditions shall apply to any repaired or replacement Goods supplied by Hillé.
8. **Title and risk**
8.1 The risk in the Goods shall pass to the Customer on the delivery date.
8.2 Title to the Goods shall not pass to the Customer until Hillé has received payment in full (in cash or cleared funds) for:
8.2.1 the Goods; and
8.2.2 any other goods or services that Hillé has supplied to the Customer in respect of which payment has become due.
8.3 Until Title to the Goods has passed to the Customer, the Customer shall:
8.3.1 hold the Goods on a fiduciary basis as Hillé's bailee;
8.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Hillé's property;
8.3.3 not remove, deface, obscure or identify any mark or packaging on or relating to the Goods;
8.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery,
8.3.5 notify Hillé immediately if it becomes subject to any of the events listed in clause 10.2; and
8.3.6 give Hillé such information relating to the Goods as Hillé may require from time to time.
8.4 The Customer may resell or use the Goods in the ordinary course of its business before title passes to the Customer. However, where the Goods are being sold the proceeds of the Goods shall be kept in a separate account so as to be identifiable as being the beneficiary of Hillé.
8.5 If before title of the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or Hillé reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Hillé may have, Hillé may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of that party where the Goods are stored in order to recover them.
8.6 If any sum owed to Hillé remains unpaid after the due date, Hillé may enter any of the Customer's premises in which Goods are stored and seize the Goods. Where the Goods have been assembled then the cost and expense in demounting will be the Customers. This is in addition to any other right or remedy in which Hillé may have.
9. **Price and payment**
9.1 The price of the Goods shall be the price set out in the quote, or, if no price is quoted, the price set out in Hillé's published price list in force as at the date of delivery.
9.2 Any quote or tender unless previously withdrawn shall remain valid for 28 days.
9.3 Hillé may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
9.3.1 any factor beyond Hillé's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
9.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
9.3.3 any delay caused by any instructions of the Customer or request for Hillé to provide Hillé adequate or accurate information or instructions.
9.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
9.5 The price of the Goods is exclusive of amounts in respect of VAT. The Customer shall, on receipt of a valid VAT invoice from Hillé, pay to Hillé such additional amounts in respect of VAT as are regarded as the quantity of the Goods.
9.6 The prices provided on each quote is based on the quantity purchased and Hillé reserve the right to amend the price in the event there is a significant reduction in quantity.
9.7 Hillé may invoice the Customer for the Goods on or at any time after the completion of delivery.
9.8 Hillé retains the right at its sole discretion to decline to provide credit facilities, in such cases the Customer may still be entitled to delivery against a guarantee payable on demand issued by Hillé.
9.9 The Customer shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Hillé. Time of payment is of the essence.
9.10 If the Customer fails to make any payment due to Hillé under the Contract by the due date for payment (due date), then:
9.10.1 the Customer shall pay interest on the overdue amount at the rate of 5% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the day of the date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
9.10.2 Hillé may without notice withdraw any previously agreed discounts of specific terms.
9.11 Where the total value of the Order including VAT or any other levy exceeds £10,000 then payment of a minimum of 50% shall be paid prior to delivery.
9.12 The Customer shall pay all amounts due under the Contract full without any deductions in advance of delivery.
9.13 The Customer shall not be entitled to assert any credit, set-off or counterclaim against Hillé in order to justify withholding payment of any such amount in whole or in part. Hillé may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Hillé to the Customer.
9.14 Where the Goods are to be exported, payment of the invoice in full is required prior to export. In such cases the Customer is liable for the VAT or any other levy until the requirements of HMRC have been met.
10. **Customer's insolvency or incapacity**
10.1 If the Customer becomes subject to any of the events listed in clause 10.2, or Hillé reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Hillé, Hillé may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Hillé without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
10.2 For the purposes of clause 10.1, the relevant events are:
10.2.1 the Customer suspends, ceases or threatens to suspend any part of its debts, or is unable to pay its debts as they fall due or admits liability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so; in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

10.2.2 the Customer commences negotiations with all or any class of its creditors with a view to recheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
10.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
10.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;
10.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
10.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
10.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
10.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
10.2.9 any event occurs which would entitle a creditor to petition for liquidation with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.8 (inclusive).
10.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
10.2.11 the Customer's financial position deteriorates to such an extent that in Hillé's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
10.2.12 (being an individual) the Customer dies, or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
11. **Intellectual Property Rights**
11.1 The Customer agrees that no Intellectual Property Rights expressed or implied shall be assigned and/or transferred to the Customer by virtue of this Agreement and all Intellectual Property Rights in the Products shall remain vested in Hillé.
11.2 Any documents containing any technical data, drawings, reports and any other information or documentation which may contain intellectual property must be returned on demand.
11.3 Hillé will indemnify the Customer against any potential or actual infringement claim by the use or sale of any of the Goods supplied by Hillé to the Customer against all costs and damages the Customer may incur in any action of infringement, provided that the infringement does not arise due to Hillé following a design or instruction of the Customer, or used by the Customer or any of its employees or affiliates of such article or material in a manner or for a purpose, in a foreign country which was not disclosed or specified to Hillé. The Customer shall notify Hillé, in writing, as soon as they become aware of any claim being made or action being threatened or of any other potential infringement. The Customer shall allow Hillé the sole control of any infringement claim.
11.4 The Customer warrants that any design or instruction provided by the Customer shall not be such as will cause Hillé to infringe any Intellectual Property.
12. **Limitation of liability**
12.1 Notwithstanding to the conditions shall limit or exclude Hillé's liability for:
12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
12.1.2 fraud or fraudulent misrepresentation;
12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
12.1.4 defective products under the Consumer Protection Act 1987; or
12.1.5 any matter in respect of which it would be unlawful for Hillé to exclude or restrict liability.
12.2 Subject to clause 12.1:
12.2.1 Hillé shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
12.2.2 Hillé's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods invoiced to the Customer excluding VAT.
13. **Force majeure**
Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could not have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by any civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
14. **General**
14.1 **Assignment and subcontracting.**
14.1.1 Hillé may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
14.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Hillé.
14.2 **Notices.**
14.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or at such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
14.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
14.3 **Severance.**
14.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
14.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
14.4 **Waiver.** Any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
14.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
14.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Hillé.
14.7 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.