



HOLT BROTHERS (HALIFAX) LIMITED
TERMS AND CONDITIONS FOR THE
SUPPLY OF SERVICES

All Customers' attention is drawn to these Conditions of business. All contractual agreements with Holt Brothers (Halifax) Limited are subject to these Conditions.

1. Definitions

1.1 In these terms and conditions the following words shall have the following meanings.

- “Company” / “Holt/s” *means* Holt Brothers (Halifax) Limited whose company registration number is 179506 and registered office is at Hope Street, Halifax, HX1 5BT
- “Customer” *means* any person, firm, business, partnership, or company entering into a Contract with the Company
- “Conditions” *means* the terms and conditions set out in this document (as may be amended from time to time in accordance with clause 2.6)
- “Contract” *means* any contract under which the Company provides services in respect of the goods to the Customer
- “Goods” *means* any goods which belong to the Customer and are delivered by the Customer to the Company or collected from the Customer by the Company for the provision of the Services (including, but not limited to, parts, components, or materials incorporated into such Goods)
- “Quotation” *means* any written or oral quotation given by the Company to the Customer

“Services”	<i>means</i>	the whole or any part of the heat treatment or any other services which the Company is to supply and carry out upon the Customer’s behalf to the Goods in line with a Contract
“Instruction”	<i>means</i>	any instruction given by the Customer, verbally or in written form by way of an official order, advice note, requisition or other document
“Work”	<i>means</i>	any process forming part of the Services carried out by Holts in relation to the goods in line with the services
“Contract Rate”	<i>means</i>	the cost of the work per item where the goods consist of more than one identical item

1.2 All reference to clauses (except where the context otherwise requires) are references to the clauses set out in these Conditions.

1.3 Any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these Conditions are for convenience only and shall not affect the construction or interpretation of the Contract.

1.5 These Conditions supersede any previous arrangement, contract, terms, understanding or course of dealings between the Company and the Customer.

2. Quotations and Contract

2.1 All Quotations are valid for a period of 30 days from the date of issue. After that 30 day period the quotation will lapse and expire.

2.2 The Company reserves the right to withdraw any Quotation issued prior to acceptance without notice or reason being given and at the Company’s sole discretion and without being responsible for any form of loss.

- 2.3 All Quotations are subject to these Conditions.
- 2.4 A Contract for the supply of the Services by the Company to the Customer shall only exist when an order has been placed by or on behalf of the Customer (following a Quotation from the Company if appropriate) and accepted in writing or orally by the Company.
- 2.5 These Conditions shall apply to every Quotation and Contract. The Company shall not be bound by any terms and conditions which may be inconsistent with these Conditions.
- 2.6 No provisions, modifications, amendments, or variations of any Contract by the Customer apply unless they are in writing and are agreed and signed by or on behalf of the Company by one of its directors.
- 2.7 All information, details, illustrations, temperatures, capacities, descriptions or specifications contained in any of the Company's catalogues, website, samples, price lists, or any other form of advertising material is intended merely to represent a picture of the services that the Company is able to provide and will not form a representation nor form part of any Contract unless otherwise agreed by the Company in writing.
- 2.8 Any typographical or clerical error or omission in any Quotation, price list, order, acceptance, invoice, or any other document including advertising material issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Specification and Information

- 3.1 The Company may, at its sole option, check the Customer's Goods for quantity prior to the Services being carried out and any discrepancy which the Company may discover between the quantity claimed by the Customer and the quantity as established by the Company will be notified to the Customer together with any resulting charge and amendment to the Quotation (including the Contract price). Quantity so ascertained by the Company and any such variation to the Quotation (including the Contract price) will be final and binding unless the quantity is established by the Customer to the reasonable satisfaction of the Company.

- 3.2 If the provision and/or the Works of the Services is to be carried out to a specification, instruction or design supplied by the Customer or any third party or agent on behalf of the Customer then;
- a) the suitability and accuracy of that specification, instruction or design at all times shall be the Customer's sole responsibility; and
 - b) the Customer will fully indemnify the Company against all and any proceedings, loss, damage or expense in relation to any liability arising of or out of such specification, instruction or design.
- 3.3 The Company reserves the right to make any changes in the specification of the Services which are required to conform with any applicable safety or other statutory requirements, and the Customer shall be so notified, but will not raise any requisition in relation to the same nor shall the same entitle the Customer to terminate the Contract or treat the same as a breach thereof.
- 3.4 Where the provision of the Services by the Company are to be completed to the Customer's specification the Company reserves the right to make any changes in the specification of the Services which do not materially effect the quality or performance of the Customer's Goods.
- 3.5 The Customer warrants that it will pass on to all third parties to whom it may subsequently supply the Goods following the provision of the Services by the Company all information as to the use and safe handling of the Goods which has been provided to the Customer by the Company and specifically agrees to indemnify the Company in relation to any breach of this clause.
- 3.6 In the event that specific instructions are not supplied by the Customer to the Company, or in the event that they shall not be clear, the Company will in good faith attempt to fulfil the Customer's requirements after referring to any available information, technical literature or material standards. In these circumstances, the Company accepts no responsibility for the fitness or otherwise of the Goods for any purpose intended by the Customer whether or not notified to the Company by the Customer, or for any loss, damage or claim arising thereon.

4. Prices

- 4.1 In consideration of the supply of the Services, the Customer shall pay the Company the price detailed in any Quotation.
- 4.2 Prices may incur minimum charges and/or incur charge based upon the actual process time taken. Details of the rates are as set out in the Company's Quotation, although due to the nature of the Services provided, and the fact that it is usually impossible to foresee what the full extent of the Works will involve, the full amount of the Contract price at all times cannot be confirmed in advance.
- 4.3 The price charged will be that current at the time of completion of the Services. The Company reserves the right to increase its prices at any time taking into account any increase in the costs to the Company of supplying the Services.
- 4.4 The price detailed in the Quotation, together with any additional charges as may be incurred in completing the Works, shall remain due and payable by the Customer notwithstanding that the outcome of the Services may not have been those anticipated by the Customer at the time of entering into a Contract.
- 4.5 If the Company is prevented or delayed from providing the Services as a result of a Customer's actions (including, but not limited to, errors, inadequacy in any specification, instruction or information provided by the Customer, variation to the extent of the Works, postponement, delay, or failure to provide information) then the Company will be permitted to increase the price to reflect the increase or additional costs or time spent by the Company at the Contract Rates.
- 4.6 Invoices shall be raised by the Company at the times detailed in the Quotation. In the event that the provision of the Services shall take longer than anticipated at the time of the provision of the Quotation, or in the event that paragraph 4.4 applies, then the Company may (at the Company's sole discretion) raise interim invoices at any stage.
- 4.7 All prices are exclusive of any value added tax, substitute taxes, regional or national taxes, levies, duties, delivery charges, import and/or fees or any other charges whatsoever and howsoever payable all of which shall be added to the price and shall be payable by the

Customer and/or reimbursed to the Company in full. The Customer shall at all times indemnify the Company in the event of non payment of the same.

5. Payment

- 5.1 All payment shall be paid by the Customer in pounds sterling either by way of cash, cheque, or bank transfer at the time of delivery.
- 5.2 In the event that the Customer shall have a valid credit account with the Company, all invoices shall be payable within 30 days after the end of the month following the date of the Company's invoice.
- 5.3 Payment of any invoice raised shall be in full and the Customer shall have no right or entitlement to set-off, deduct, or withhold payment for any reason whatsoever, including any dispute or claim the Customer has or believes it may have against the Company.
- 5.4 At all times time for payment of all invoices raised are of the essence.
- 5.5 In the event of late payment, the Company shall be permitted to add interest at the rate of 8% until payment is received in full.
- 5.6 In the event of non payment of any invoice, the Company shall be entitled to demand payment of all outstanding balances due from the Customer to the Company whether under the Contract or not and/or to cancel all outstanding orders without prejudice to any other rights the Company shall have against the Customer and without liability to cancellation.
- 5.7 Without prejudice to all and any other rights, the Company at its sole discretion has the right to suspend performance of its obligations under any Contract with the Customer if it reasonably believes that the Customer will not make payment in accordance with the provisions of these terms and conditions.
- 5.8 The Company shall have a general lien upon any of the Customer's Goods (whether forming part of the Contract or not) and such lien shall be exercisable in respect of all sums due from the Customer to the Company. The Company shall be entitled upon the expiration of 28 days written notice after the date that payment of an invoice falls due to dispose of such

Customer's Goods in such manner and at such price as the Company thinks fit and to apply the proceeds first towards all sums due to the Company and the residue (if any) to be paid to the Customer. The Customer agrees to and shall fully indemnify the Company in respect of any expenses, losses or claims the Company may incur as a result of the Company's sale of the Goods.

6. Delivery

- 6.1 When placing an order for the provision of the Services, the Customer shall indicate to the Company whether:
- a) Goods are to be collected from the Customer by the Company before the Works are carried out and delivered by the Company to the Customer following completion of the Services, or
 - b) the Customer is both to deliver before Works carried out and collect the Goods from the Company following provision of the Services, or
 - c) Goods are to be collected from the Customer by the Company before the Works are carried out and collected from the Company by the Customer following provision of the Services, or
 - d) the Customer is to deliver the Goods to the Company before the Works are carried out and the Company return the Goods to the Customer following provision of the Services.
- 6.2 In the event that the Customer shall not give any such indication, then paragraph 6.1 (b) aforesaid shall apply to the Contract.
- 6.3 In the event that the Company is to either collect the Goods from the Customer or to return the Goods to the Customer following provision of the Services, or both, then such delivery costs incurred in relation to the same will be added to the Contract price.
- 6.4 (a) Before delivery to the Company, the Customer shall ensure that the Goods are adequately and sufficiently packed in suitable containers, taking account of any applicable Health & Safety Regulations as prescribed by law. Any failure to comply with this provision leading to any costs incurred by the Company shall be added to the Contract price.
- 6.4 (b) Although the Company shall have no obligation to re-use the materials, the Customer shall ensure that prior to delivery to the Company the Customer's Goods are suitably packaged in

materials which, where appropriate, can be re-used by the Company upon completion of the Services. Where such materials are in the reasonable opinion of the Company not re-useable or are unsatisfactory in any way the Company will re-package the Customer's Goods after provision of the Services as the Company deems appropriate and any additional costs in respect thereof will be added to the Contract price. In the event that the Customer shall require special packaging, the Customer shall notify the Company in writing at the commencement of the Contract and the Customer will be responsible for the additional costs incurred therein.

- 6.5 In the event that the Customer shall deliver the Goods to the Company, Goods are deemed to be delivered when the Company acknowledges receipt of the same at the Company's premises.
- 6.6 The Company accepts no responsibility for the packaging of Goods and the Customer will ensure that Goods are appropriately packaged and loaded safely upon the Company's means of transport in the event that either delivery and/or return of Goods is to be in line with paragraph 6.1 (a), (c), or (d) above. The Company shall not be liable for any loss, deterioration, damage, consequential loss or claim resulting from inadequate packaging or loading. At all times the Company is only responsible for the Goods when the Goods are on the premises of the Company. The Customer is advised to seek appropriate insurance cover to cover the risk of delivery.
- 6.7 The Company shall be under no responsibility to return the Customer's packaging or containers and shall be entitled to substitute its own packaging or containers.
- 6.8 Following completion of the provision of the Services;
- i) in the event that paragraph 6.1 (a) or (d) shall apply, the Company shall notify the Customer that the Services have been completed and agree a date within 14 days of such notification for the return of the Goods by the Company to the Customer. The Customer will take re-delivery of its Goods upon completion at the nearest convenient unloading point to the Customer's works or appropriate site. The Customer shall be responsible for notifying the Company of any restriction of access such as weight, width, height or unloading hours. At all times the Company shall have the sole right to determine the unloading point. Off loading will be at the Customer's sole risk and expense.

- ii) In the event that 6.1 (b) or (c) above shall apply, following notification by the Company to the Customer that the Services has been completed, the Customer shall make all necessary arrangements to attend to collect the Goods from the Company within 7 days. In this event, time for collection by the Customer from the Company shall be of the essence. In the event that there shall be any delay in collection, the Company reserves the right to charge storage for the Goods after the expiration of the said 7 day period, at reasonable rates, such storage charges to be added to the Contract price.

7. Provision of the Services

- 7.1 The Company is approved to International Quality Standard ISO9001. The Company warrants to perform the Services with appropriate care, quality and skill, and always in good faith attempt to fulfil the Customer's specification (if any) for the treatment of the Goods. However, the Company accepts no responsibility for the suitability of the Works for the purposes intended by the Customer, whether such purpose was communicated to the Company or not, nor for any loss, damage, or claim arising out of non suitability of the treatment. The provision of the Services at all times is at the Customer's sole risk.
- 7.2 The Company shall use its best endeavours to carry out the Services upon the appropriate dates or within any other time notified by the Company to the Customer or notified by the Customer to the Company but time shall never be of the essence. The Company shall not incur any liability whatsoever for failure to supply or complete the Services upon any appropriate date or by any given date or within any given timescale.
- 7.3 The Company reserves the right to employ subcontractors to carry out the Services upon its behalf at the Company's sole discretion.
- 7.4 The Customer shall examine the Goods after delivery and shall notify the Company of any problem, defect or shortage within 3 days. The Customer shall allow the Company opportunity to inspect the Goods within a reasonable period of time thereafter, should the Company so require, and the Customer shall afford the Company opportunity to determine the extent of the alleged defect and, at the Company's option to put right and to rectify the same. At all times the Company's liability is strictly limited as set out in clause 12 herein.

8. Title

- 8.1 Upon delivery of the Goods to the Company by the Customer (howsoever performed) title to the Goods transfers to the Company and remains with the Company until the Services have been completed and all and any sums outstanding and owing by the Customer to the Company under the Contract and any other existing Contract between the Company and the Customer are paid in full.
- 8.2 Risk in the Goods passes to the Customer upon completion of the Services and delivery back to the Customer, but title in the Goods shall remain vested in the Company upon completion of the Services and shall not pass to the Customer until any amount due under any invoice whether under the Contract or any other Contract by the Customer has been paid in full.
- 8.3 Pending payment in full pursuant to clause 8.2 above, the following sub-clauses shall apply
- a) the Customer shall store Goods separately and shall not fix the same to any structure or wall nor in any way mix, compound, or entwine the Goods with the property of any third party. In the event that the Goods shall be in any way mixed, compounded or entwined with the property of a third party or parties then the product or products thereof shall be deemed to be held in common with such third party or parties;
 - b) the Customer shall at the Customer's own expense immediately return the Goods to the Company should the Company or its authorised representatives so request the same at any time after payment is due;
 - c) The Customer shall hold the Goods as the Company's trustee and bailee and shall keep the Goods separate, securely stored in appropriate conditions, protected, insured, labelled, and identified as being the Company's property;
 - d) The Company shall have a lien upon all and any of the Customer's property in the Company's possession for all the sums due at any time from the Customer under any invoice and shall be entitled to use, sell or dispose of that property as agents for and at the expense of the Customer and apply the proceeds towards the payment of such sums outstanding to the Company on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and the costs of sale and disposal, the Company shall be discharged of any liability in respect of the Customer's property;
 - e) The Customer shall not sell, give away, or otherwise dispose of the Goods. In the event that the Customer shall do so (which for the avoidance of doubt is strictly forbidden until

the price and all sums outstanding under the Contract and any other existing Contract have been paid to the Company), then any monies received and the proceeds of sale, or disposal, including any cheque received or other payment shall be held on trust by the Customer for the Company and the Customer will forward the cheque or payment to the Company immediately. Pending the same, the Customer shall keep any monies received in a separate account so as to be identifiable as the Company's money. In particular, but without prejudice to the foregoing, the Customer shall not pay the proceeds into any bank account which is overdrawn;

- f) The Company shall be entitled at any time following the date upon which payment is due and without additional notice to enter the premises of the Customer or any third party where the Goods are situated or shall be stored and repossess the same accordingly. For the avoidance of doubt, the Customer irrevocably consents to allow the Company access onto their premises for this purpose. The Customer shall reimburse the Company for all reasonable expenses and fees incurred (including, but not limited to, legal expenses) in so doing;
- g) The Company shall be entitled to maintain an action for the price of the Goods notwithstanding that title to the same shall not pass to the Customer;
- h) The Customer will immediately notify the Company of any damage to the Goods and will hold any insurance monies received in trust for the Company absolutely.

9. Cancellation and Termination

- 9.1 The Customer may not cancel a Contract unless the Company agrees it in writing and then only upon the terms that the Customer shall indemnify the Company in full against all losses and costs (including the costs of all labour, material and services), charges and expenses incurred by the Company as a direct or indirect result of the cancellation.

- 9.2 Either party shall be entitled to terminate any Contract with immediate effect in the event of any fundamental breach by the other party, save that in the event of such a breach being remediable, then notice may be given to the defaulting party at the other's sole discretion to rectify and remedy any breach within 7 days of receiving notice. In the event that such a breach is not subsequently remedied by the defaulting party then the Contract shall terminate with immediate effect.

9.3 In the event of any payment due by the Customer to the Company not being paid on the due date, or in the event of the Customer becoming insolvent or bankrupt or a petition being presented or a resolution being passed for the liquidation (otherwise for the purpose of amalgamation or reconstruction) or sequestration of the Customer or a receiver, administrator, administrative receiver or judicial factor being appointed over all or any of the assets of the Customer or if any steps are taken in relation to any of the foregoing, or the Customer making any voluntary arrangements with its creditors generally, or if the Customer shall cease, or threaten to cease trading or carrying on business, or if the Customer shall, without prior written consent of the Company, sell or otherwise dispose of the whole or substantially the whole of its assets, or if the Company reasonably apprehends that any of the foregoing events is about to occur, then the Company shall be entitled to treat the Contract and any other Contract between the Company and the Customer as repudiated and shall be entitled to suspend the Contract on giving written notice thereof to the Customer without being liable for any form of loss. Payment in full of all outstanding invoices, or for any Work undertaken by the Company upon the Customer's behalf as at the date of suspension of the Contract, shall remain due and owing.

10. Customer's Warranty

10.1 The Customer warrants that the Goods supplied to the Company are suitable for the Services requested by the Customer and that all matters which may affect such suitability have been made known to the Company in writing. The Customer will indemnify the Company against any costs, liabilities, expenses or claims arising by reason of the Customer's breach of this warranty. The Company reserves the right at its absolute discretion to decline to carry out or complete any Contract if, in the Company's reasonable opinion, the Goods are not suitable without incurring any liability and the Customer shall not raise any requisition in relation thereto.

11. Testing

11.1 Where the Company agrees as part of the Contract to carry out tests upon the Goods upon the completion of the Services, then where such tests might involve the destruction of some or all of the Goods, the supply of test pieces shall be the responsibility of the Customer. In the absence of the supply of test pieces by the Customer to the Company then the Company may, at its sole discretion, use its own test pieces, but cannot guarantee that the same will give identical results to those which would be achieved by testing the Goods.

11.2 The results of all such tests shall be notified to the Customer in writing.

12. Liability

12.1 In entering into all Contracts with the Company, the Customer fully accepts that the carrying out of Services necessarily involves risk to the Customer's Goods which cannot often be determined or foreseen before the Services are carried out, including, but not limited to, cracking, breakage, distortion, effects on hardenability of the Goods. In particular, in light of;

- a) the natural hazards of heat treating or thermal processing;
- b) the Company's lack of control over the initial manufacture of the Goods;
- c) the Company's lack of control over the type or quality of materials used by the Customer;
- d) the Company's lack of control of the final use of the components to be treated;
- e) the fact that the Company only carries out one part of the whole manufacturing process of the Goods;
- f) the Company's inability to ascertain the level of damages arising from any loss or damage to Goods at the Company's premises;
- g) the rapid turn around of Goods often at short notice;
- h) the requirement to carry out work at irregular hours by the Company;
- i) the fact that the Customer may fail to state properly the specification of Goods lodged;
- j) the disproportionate difference between the likely value of the Customer's Goods and the price of the Services

the Customer acknowledges that the provisions in relation to liability and the extent of the Company's liability to the Customer as detailed in this clause 12 are reasonable.

12.2 At all times in the event that instructions supplied by the Customer are found to be incorrect or incomplete, or if materials supplied are defective or are not of the type, brand, nature, dimensions or quality specified by the Customer, then the Company accepts no responsibility for the result of the Works, nor for any distortion or failure of the Goods during or after completion of the Works.

12.3 In the event that incorrectly specified Goods are re-processed, the Company accepts no responsibility for any distortion or failure of the Goods resulting from the Works, and the Customer will be charged at the appropriate rate in accordance with the Company's prices which are available for inspection at the Company's premises.

- 12.4 Where the Services provided are carried out in respect of small articles the Customer agrees that a wastage of up to 3% of the total quality is to be accepted as normal and the Customer shall raise no requisition in relation thereto.
- 12.5 The Company accepts no responsibility for shrinkage, expansion, distortion or rupture during or after treatment, or for any failure to attain specified properties, except in the case of negligence by the Company or its servants or agents.
- 12.6 The Company shall inspect samples or test pieces from each treated batch for conformity to specification. It is the Customer's responsibility to check the bulk of the Goods following completion of the Services and to perform such tests as are necessary to reveal any damage or departure from specification before any further Work or treatment is carried out upon the Goods. The Company reserves the right to levy a charge in respect of any inspection procedure carried out by the Company at the Customer's request and the Company reserves the right to levy a charge for the same. Such charge shall be added to the price.
- 12.7 The Company's warranty is as set out in clause 7.1 above. Without prejudice to the foregoing and in lieu of any warranties, conditions or liabilities imposed by law, the Company's sole liability for any loss or damage sustained by the Customer as a direct or indirect result of any breach of Contract or any defect in the Services as any liability of the Company whatsoever (including negligence) shall be limited to making good by way of repair and shall not exceed 3 times the price of the relevant Contract or £1,000.00 whichever is the least.
- 12.8 The Company will only be liable to the Customer in respect of the matters detailed in clause 12.7 above, provided that
- a) the Customer informs the Company of any defect or default or error as soon as is reasonably practicable and;
 - b) In any event, if defect, default or error is notified to the Company within 3 months of the return of the Customer's Goods after completion of the Services, and;
 - c) authority is provided by the Customer to the Company's servants or agents to inspect any such defect, default, or error without delay.

12.9 The Company will not be liable for the following loss or damage which shall or may arise out of or in connection with the provision of the Services (including any delay in supplying the Services) or arising out of or in connection with any contract at all, even if foreseeable or in the party's contemplation;

- i) loss of profit or profits, business or revenue whether sustained by the Customer or any third party, and/or;
- ii) special, indirect, or consequential loss or damage, whether sustained by the Customer or any third party, including, but not limited to, loss of profit, loss of contract, loss of chance, damage to the property of the Customer and/or any third party, and/or;
- iii) any loss arising from any claim made against the Customer by any person or third party, and/or;
- iv) any personal injury to the Customer or any person or individual where such injuries are not caused by the Company's negligence.

12.10 These Conditions do not purport to exclude nor restrict any liability which is prohibited by Section 2 (1) and Section 6 (1) of the Unfair Contract Terms Act 1977.

13. Entire Agreement

13.1 The Customer confirms that they have not relied upon any warranty, representation, or undertaking of or on behalf of the Company by any of its employees or agents. These Conditions represent the entire agreement between the Company and the Customer.

13.2 Nothing in these Conditions is intended to exclude nor limit the Company's liability for fraud or fraudulent misrepresentation.

14. Force Majeure

14.1 The Company shall be entitled, without liability upon its part, and without prejudice to its other rights, to terminate any Contract or any unfulfilled part thereof, or, at its option, to suspend or give partial performance under a Contract, if performance by the Company or its suppliers is prevented, hindered, or delayed, whether directly or indirectly by any reason or cause whatsoever beyond the Company's or its supplier's reasonable control, whether or not such cause existed upon the date when the Contract was made. Non exhaustive illustrations include act or acts of God, war, riot, terrorism, explosion, abnormal weather conditions, fire,

flood, government action, strike, lock-out, delay by suppliers, accidents and shortage of materials, labour, or manufacturing facilities.

15. Miscellaneous

- 15.1 Each right or remedy of the Company is without prejudice to any other right or remedy of the Company whether under these Conditions or not.
- 15.2 Any failure or delay by the Company in enforcing any provision of these Conditions shall not be construed as a waiver of its rights under the same.
- 15.3 No waiver by the Company of any breach of a Contract by a Customer shall be construed as a waiver of any subsequent breach or of any contractual term whether under the same or a different Contract.
- 15.4 Nothing in these Conditions confers upon any third party any benefit nor right to enforce any term of these Conditions between the Company and the Customer.
- 15.5 If any clause in these Conditions is held by a Court to be invalid or unenforceable (in whole or in part) then the validity of the other provisions of these Conditions and the remainder of the clause itself shall not be affected.
- 15.6 These Conditions are governed by and shall be construed in accordance with the law of England and Wales and the Company and the Customer agree to submit to the jurisdiction of the English Courts in their entirety.