



THE
KITCHEN
STUDIO

TERMS AND CONDITIONS OF BUSINESS

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1 Interpretation

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day	a day other than a Saturday, Sunday, bank or other public holiday in Jersey.
Commencement Date	has the meaning set out in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 15.8.
Contract	these Conditions and the Order taken together.
Customer	the person or firm who purchases the Goods and/or Services from the Supplier.
Deliverables	the deliverables set out in the Order.
Delivery Location	has the meaning set out in clause 4.2.
Delivery	has the meaning set out in clause 4.3.
Engagement Letter	the letter dated Wednesday, 06 July 2016 on the basis of which the Supplier contracts with the Customer.
Force Majeure Event	has the meaning given to it in clause 14.1.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier in the Order.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's order for the supply of Goods and/or Services, as set out the Customer's purchase order form.
Services	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.
Service Specification	the description or specification for the Services provided in the Order by the Supplier to the Customer.
Supplier	Nicole Sanders Interiors Limited, a company registered in Jersey with company number 118872.
Supplier Materials	has the meaning set out in clause 8.1.7.

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 law, statute or statutory provision is a reference to such law, statute or statutory provision as amended or re-enacted. A reference to a law, statute or statutory provision includes any subordinate legislation made under it, 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; and
- 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in any catalogues or brochures that the Supplier may use are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 Any natural products specified in the Order are indicative and subject to variations in quality. It is possible that natural variations in colour, grain and texture will occur.
- 2.6 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 trade, custom, practice or course of dealing.
- 2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.8 The Customer shall have the right to cancel the Order within 24 hours of the date (**24-hour Limit**) that the Order is accepted. Should the Customer cancel the Order at any time after the 24-hour Limit has expired, the Customer shall reimburse the Supplier for all costs incurred by the Supplier until the date of cancellation.
- 2.9 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 Goods

- 3.1 The Goods are described in the Goods Specification.
- 3.2 The Customer shall indemnify the Supplier 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 the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable legal, statutory or regulatory requirements.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that, when the Supplier is supplying Goods only:
- 4.1.1 each consignment of the Goods is accompanied by a consignment note which shows the date of the Order, all relevant Customer and Supplier 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; and
- 4.1.2 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the consignment note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

- 4.2 The Supplier 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 the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of loading or unloading (as appropriate) of the Goods at the Delivery Location.
- 4.4 Any dates quoted for Delivery of the Goods are approximate only, and the time of Delivery is not of the essence. The Supplier 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 the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier 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. The Supplier 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 the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.6.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.6.2 the Supplier shall store the Goods until Delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If the Customer has not accepted Delivery of the Goods within 21 days of the Supplier notifying the Customer that the Goods are ready for collection, the Supplier may charge the Customer a daily storage fee of £5 per day (or part of a day) from the end of that 21-day period to the date the Customer accepts Delivery.
- 4.8 Notwithstanding the provisions of clause 4.7, the Supplier may, if the Customer has not accepted Delivery of the Goods within 2 months of the Supplier notifying the Customer that the Goods are ready for collection, 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 the Supplier delivers up to and including 5 per cent or more of the quantity of Goods ordered within the time-frames specified in the Order. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for in accordance with the Order. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5 Quality of Goods**
- 5.1 The Supplier warrants that on Delivery, and for a period of 3 months from the date of Delivery (**Warranty Period**), the Goods shall:
- 5.1.1 conform in all material respects with their description in the Order;
- 5.1.2 be free from material defects in design, material and workmanship;
- 5.1.3 be of satisfactory quality; and
- 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing during the Warranty Period within 7 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

- 5.3.2 the defect arises because the Customer failed to follow the Supplier'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;
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.3.6 the Goods differ from their description in the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

6 Title and risk

- 6.1 The risk in the Goods shall pass to the Customer:
- 6.1.1 on completion of Delivery, when the Supplier is supplying Goods only; and
 - 6.1.2 on completion of the terms of the Order, when the Supplier is both supplying Goods and providing Services.
- 6.2 Title to the Goods shall pass to the Customer on receipt by the Supplier of payment for the Goods in the manner specified in the Order. If the manner of payment has not been specified in the Order, then payment for the Goods shall be made as follows:
- 6.2.1 50% of the total payment to be paid to the Supplier on the Customer placing its Order with the Supplier but prior to the Delivery of any Goods to the Customer;
 - 6.2.2 40% of the payment to be paid to the Supplier on the Delivery of the Goods to the Customer; and
 - 6.2.3 10% of the payment to be paid to the Supplier no later than the third Business Day after the end of the Warranty Period.
- 6.3 Title to the Services shall pass to the Customer on receipt by the Supplier of payment for the Services in the manner specified in the Order. If the manner of payment has not been specified in the Order, then payment for the Services shall be made as follows:
- 6.3.1 50% of the total payment to be paid to the Supplier on the Customer placing its Order with the Supplier; and
 - 6.3.2 50% of the payment to be paid to the Supplier on the completion of those Services outlined in the Service Specification, such completion to be determined by the Supplier.
- 6.4 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.4.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of Delivery;
 - 6.4.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.9; and
 - 6.4.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.5 If before title to the Goods passes to the Customer as a result of the Customer's failure to pay the Supplier in the manner set out in clauses 6.2 and 6.3, or if the Customer becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.9, then, without limiting any other right or remedy:
- 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 6.5.2 the Supplier may at any time:

- 6.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 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 the Goods without the Supplier incurring any liability for any damage caused to those Goods, premises or possessions.

7 Supply of Services

- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8 Customer's obligations

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 8.1.5 prepare the Customer's premises for the supply of the Services;
 - 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 8.1.7 after Delivery, keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9 Charges and payment

- 9.1 Subject to clause 9.4, the price for Goods shall be the price set out in the Order. If it is not possible to quote the price of certain items in the Order, such as the transport costs of the Goods, those items shall be charged for on a separate basis.
- 9.2 The charges for Services shall be on the basis set out in the Order and subject to such alterations as may be determined in the Order

- 9.3 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 9.4 The Supplier reserves the right to:
- 9.4.1 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 the Supplier that is due to:
- 9.4.1.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.4.1.2 any request by the Customer to change the Delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 9.4.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.5 Subject to clauses 6.2 and 6.3, the Customer shall pay each invoice submitted by the Supplier:
- 9.5.1 within 30 days of the date of the invoice; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier; and
- 9.5.3 time for payment shall be of the essence.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of any applicable taxes chargeable from time to time (**Taxes**). Where any taxable supply of Goods or Services is made by the Supplier to the Customer, the Customer shall, on receipt of a valid Taxes invoice from the Supplier, pay to the Supplier such additional amounts in respect of the Taxes as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make any payment due to the Supplier in accordance with these Conditions or under the Order by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Supplier's banker's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.8 The Customer shall pay all amounts due under the Order or under these Conditions in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10 Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Supply of Goods or provision of the Services shall be owned by the Supplier.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the provision of the Services or the supply of the Goods, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3 All Supplier Materials are the exclusive property of the Supplier.

11 Confidentiality

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12 Limitation of liability

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the Supply of Goods and Services (Jersey) Law 2009; or
 - 12.1.4 defective products under the Consumer Protection (Jersey) Law 1964.
- 12.2 Subject to clause 12.1:
- 12.2.1 the Supplier shall under no circumstances whatever 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 the Supplier'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 the total amount of any monies that the Supplier has recovered from the Customer under the Contract.
- 12.3 This clause 12 shall survive termination of the Contract.

13 Termination

- 13.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than 1 month's written notice.
- 13.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation, having its property declared en désastre or being otherwise declared bankrupt, having a receiver appointed to any of its assets or any analogous procedure in any relevant jurisdiction;
 - 13.2.3 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;
 - 13.2.4 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;
 - 13.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with declaring the property of the other party en désastre or being otherwise declared bankrupt or the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.7 a creditor or encumbrancer of the other party 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;
 - 13.2.8 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 other party (being a company); or
 - 13.2.9 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- 13.3 Without limiting its other rights or remedies under this Contract, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.4 Without limiting its other rights or remedies under this Contract, the Supplier may suspend the supply of Services or all further deliveries of Goods under this Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2.2 to clause 13.2.9, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13.5 On termination of this Contract for any reason:
- 13.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 13.5.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier 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;
- 13.5.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry; and
- 13.5.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect including clause 13.

14 Force majeure

- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), adverse weather conditions, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15 General

15.1 Assignment and other dealings.

- 15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 15.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 Notices

- 15.2.1 Any notice or other communication given to a party under or in connection with this 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 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; 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; 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.
- 15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance

- 15.3.1 If any provision or part-provision of this 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 shall not affect the validity and enforceability of the rest of this Contract.
- 15.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.4 **Waiver**
- A waiver of any right under this Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency**
- Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.6 **Limitation of Scope**
- 15.6.1 The Supplier is an interior design consultancy and whilst the Supplier will advise on the selection of fittings for aesthetic purposes, the Supplier will not be held responsible for any LUX levels or lack of any compatibility with electrical systems and regulations.
- 15.6.2 The Customer shall, where appropriate, appoint appropriate specialists to advise the Customer about the compatibility of the interior design of the project with the exterior design. To the extent that the Supplier considers appropriate, the Supplier shall co-operate with any such specialists to ensure homogeneity of the overall design of the project.
- 15.7 **Third parties**
- A person who is not a party to this Contract shall not have any rights to enforce its terms.
- 15.8 **Variation**
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 15.9 **Governing law**
- This 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 the law of Jersey.
- 15.10 **Jurisdiction**
- 15.11 Each party irrevocably agrees that the courts of Jersey shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).