

## STAIRWAYS MIDLANDS LIMITED CUSTOMER TERMS & CONDITIONS OF TRADING 12.03.20

**The Customer's attention is particularly drawn to the provisions of clause 12.**

### 1. Interpretation

1.1 In these Conditions, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**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 15.7.

**Contract:** the contract between Stairways and the Customer for the supply of Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from Stairways.

**Delivery:** shall occur as set out in clause 5.5

**Delivery Location:** has the meaning set out in clause 5.1.

**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 are agreed in writing by the Customer and Stairways.

**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

**Material Defect:** a defect that is only visible or only appears after a period of installation and use, such as a timber shake or twist.

**Order:** the Customer's order for the supply of Goods, as set out in the Customer's purchase order form and/or the Customer's written acceptance of Stairways' quotation as the case may be.

**Stairways:** Stairways (Midlands) Limited registered in England and Wales with company number 03146591.

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 is a reference to such statute or statutory 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; 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 in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Stairways 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 Stairways which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Stairways and any descriptions of the Goods or illustrations or descriptions contained in Stairways' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 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.
- 2.6 Any quotation given by Stairways shall not constitute an offer, and is only valid until the date specified in Stairways' quotation.
- 2.7 All of these Conditions shall apply to the supply of both Goods except where application to one or the other is specified.

## 3. Goods

- 3.1 The Goods are described in Stairways the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify Stairways 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 professional costs and expenses) suffered or incurred by Stairways in connection with any claim made against Stairways for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Stairways' use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Stairways reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

## 4. Goods Specification

- 4.1 If Stairways prepare the Goods in accordance with the Customer's Goods Specification or instructions, the Customer must ensure that:
  - 4.1.1 the Customer's Goods Specification or the Customer's instructions are accurate;
  - 4.1.2 Goods prepared in accordance with the Goods Specification or the Customer's instructions will be fit for the purpose for which the Customer intends to use them; and
  - 4.1.3 the Customer's Goods Specification or instructions will not result in the infringement of any intellectual property rights of any third party, or in the breach of any applicable law or regulation.

## 5. Delivery of Goods

- 5.1 Stairways shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing prior to Stairways notifying the Customer that the Goods are ready (subject to payment of any additional delivery charges Stairways may incur as a result of such a change) ("**Delivery Location**") at any time after Stairways notifies the Customer that the Goods are ready.



- 5.2 If the Customer requires the Goods to be delivered within a specific time frame or on a specific day, it shall give Stairways no less than 10 Business Days' prior notice of the week commencing date in which the Customer is seeking Delivery. For example, if the Customer requires Delivery on Friday 14th October 2016, the Customer shall be required to give 10 Business Days' notice to Stairways. As delivery is required on a Friday, the Customer will be required to give Stairways notice by no later than Monday 26th September 2016 as the notice period is calculated from the Monday in which delivery is required.
- 5.3 Should the customer wish to delay a delivery already 'called-off' or ordered, it should contact Stairways in writing (email is permitted) no less than 10 Business Days prior notice of the week commencing date in which delivery was requested in accordance with the worked example in clause 5.2 above. If 10 Business Days' notice is not provided Stairways reserves the right to claim costs from the Customer in accordance with clause 5.8.
- 5.4 Stairways shall endeavour to provide the Customer with 48 hours prior notice of the day it intends to deliver the Goods.
- 5.5 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 5.6 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Stairways 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 Stairways with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.7 If Stairways 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. Stairways shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Stairways with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 5.8 If the Customer fails to accept or take delivery of the Goods within 3 Business Days of Stairways notifying the Customer that the Goods are ready or if the Customer requires Stairways to postpone an allocated delivery after Stairways has notified the Customer that the Goods are ready, then except where such postponement, failure or delay is caused by a Force Majeure Event or by Stairways' failure to comply with its obligations under the Contract in respect of the Goods:
- 5.8.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Stairways notified the Customer that the Goods were ready; and
- 5.8.2 Stairways shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance);and
- 5.8.3 Stairways shall charge the Customer for any other costs and expenses related to the Customer's failure to accept delivery or postponement of the same.
- 5.9 Stairways 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.
- 5.10 Stairways may deliver the Goods using a curtain sided vehicle. Off- loading of the Goods shall be the responsibility of the Customer unless agreed in writing in advance of delivery with Stairways. In the event that Stairways assist with unloading the Goods, the Customer shall ensure that Stairways have suitable, maintained and sufficient Equipment to assist with the unloading.
6. **Quality of Goods**
- 6.1 Stairways warrants that on Delivery:



- 6.1.1 the Goods shall:
- (a) conform in all material respects with the Goods Specification; and
  - (b) be free from material defects in design, material and workmanship;

6.2 Subject to clause 6.3, if

- 6.2.1 the Customer gives notice in writing:
- (a) within 2 Business Days of Delivery that some or all of the Goods do not comply with the warranty set out in clause 6.1; or
  - (b) within 12 calendar months of Delivery in the case of Material Defects; and

6.2.2 Stairways is given a reasonable opportunity of examining such Goods;

6.2.3 the Customer (where reasonably asked to do so by Stairways) allows Stairways to collect the Goods from the Delivery Location or the site where any work or materials are being executed involving the Goods or inspect the Goods at the Delivery Location or the site where any work or materials are being executed involving the Goods, and

Stairways shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 If the Customer gives notice under clause 6.2, the following process must be followed:

- 6.3.1 The Customer must complete the 'Customer Claim Form' and provide photographs (if possible) to Stairways as soon as possible;
- 6.3.2 Stairways will acknowledge receipt of the complaint and advise of what action is to be taken within 48 hours;
- 6.3.3 If the Customer has not received a response within 48 hours, the Customer must contact Stairways by phone to confirm receipt of the complaint;
- 6.3.4 Stairways will remedy the defect in accordance with clause 6.2 within any time scale specified in any service levels agreed between Stairways and the Customer or in the absence of the same within a reasonable time period agreed with the Customer; and

6.4 If the Customer does not notify Stairways within the period specified in clause 6.2.1 of any defect in the Goods, the Customer will be deemed to have accepted the Goods.

6.5 Stairways shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:

- 6.5.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 6.2;
- 6.5.2 the defect arises because the Customer failed to follow Stairways' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 6.5.3 the defect arises as a result of Stairways following any drawing, design or Goods Specification supplied by the Customer;
- 6.5.4 the defect is caused by other traders carrying out work on the Installation Location;
- 6.5.5 the Customer alters or repairs such Goods without the written consent of Stairways;
- 6.5.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 6.5.7 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.



- 6.6 Except as provided in this clause 6, Stairways shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Stairways under clause 6.2.
7. **Title and Risk**
- 7.1 The risk in the Goods shall pass to the Customer on completion of Delivery.
- 7.2 Title to the Goods shall not pass to the Customer until Stairways receives payment in full (BACs cleared funds) for the Goods and any other goods that Stairways has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Stairways' property;
  - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Stairways' behalf from the date of Delivery;
  - 7.3.4 notify Stairways immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.13; and
  - 7.3.5 give Stairways such information relating to the Goods as Stairways may require from time to time.
- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.13, then, without limiting any other right or remedy Stairways may have:
- 7.4.1 Stairways may at any time:
    - (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
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 Stairways in all matters relating to the Goods;
  - 8.1.3 provide Stairways, its employees, agents, consultants and subcontractors, with access to the Delivery Location if required and other facilities as reasonably required by Stairways; and
  - 8.1.4 provide Stairways with such information and materials as Stairways may reasonably require and ensure that such information is accurate in all material respects.
9. **Charges and Payment**
- 9.1 The price for Goods shall be the price set out in the Order. The price of the Goods is inclusive (unless stated otherwise in the Order) of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.



- 9.2 Stairways reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before Delivery, to reflect any increase in the cost of the Goods to Stairways that is due to:
- (a) any factor beyond the control of Stairways (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the Delivery Date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Stairways adequate or accurate information or instructions in respect of the Goods.
- 9.3 In respect of Goods, the Customer is required to pay Stairways via BACS payment cleared funds prior to Delivery, unless the Customer has an approved credit account. Cheque or cash payments will not be accepted - BACS payments only.
- 9.4 If the Customer has an approved credit account, payment is due no later than 30 days following the end of the month after the date of invoice unless otherwise agreed in writing. For example, if the Goods are delivered on 15th January 2020 with an invoice of the same date, payment will be due on 1st March 2020. Cheque or cash payments will not be accepted - BACS payments only into our nominated bank account.
- 9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Stairways to the Customer, the Customer shall, on receipt of a valid VAT invoice from Stairways, pay to Stairways such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 9.6 If the Customer fails to make any payment in full on the due date, Stairways may:
- 9.6.1 suspend or cancel future deliveries; and/or
  - 9.6.2 cancel any rebate offered.
- 9.7 If the Customer fails to make any payment due to Stairways under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England'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, any administrative fees, solicitors and court fees incurred by Stairways as a result of late payment.
- 9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Stairways may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Stairways to the Customer.
10. **Intellectual Property Rights**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods shall be owned by Stairways.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods, the Customer's use of any such Intellectual Property Rights is conditional on Stairways obtaining a written licence from the relevant licensor on such terms as will entitle Stairways to license such rights to the Customer.
- 10.3 All Stairways Materials are the exclusive property of Stairways.

## 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 Goods 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: The Customer's Attention Is Particularly Drawn to this Clause**

12.1 Nothing in these Conditions shall limit or exclude Stairways' 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 terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.1.5 defective products under the Consumer Protection Act 2015.

12.2 Subject to clause 12.1:

- 12.2.1 Stairways shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any delay in the supply of the Goods (other than as expressly stated in these Conditions), any late penalty incurred by the Customer on handover of the project including liquidated damages, any delay in other trades being able to commence work, any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 12.2.2 Stairways' 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 price of the Goods provided in the Order.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

## 13. **Termination**

13.1 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:

- 13.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 28 days after receipt of notice in writing to do so;
- 13.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) 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 so doing, 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;
- 13.1.3 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;

- 13.1.4 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 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;
  - 13.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
  - 13.1.6 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;
  - 13.1.7 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);
  - 13.1.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 13.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 13.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.2 to clause 13.1.9 (inclusive);
  - 13.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
  - 13.1.12 the other party's financial position deteriorates to such an extent that in Stairways' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - 13.1.13 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.
- 13.2 Without limiting its other rights or remedies, Stairways may terminate the 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.
- 13.3 Without limiting its other rights or remedies, Stairways may suspend the all further deliveries of Goods under the Contract or any other contract between the Customer and Stairways 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 13.1.2 to clause 13.1.13, or Stairways reasonably believes that the Customer is about to become subject to any of them.
- 13.4 On termination of the Contract for any reason:
- 13.4.1 the Customer shall immediately pay to Stairways all of Stairways' outstanding unpaid invoices and interest for Goods supplied but for which no invoice has yet been submitted, Stairways shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 13.4.2 the Customer shall return all of Stairways Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Stairways 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;



13.4.3 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 the Contract which existed at or before the date of termination or expiry; and

13.4.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 14. Force Majeure

14.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of Stairways including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Stairways or any other party), 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 Stairways 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 Stairways from providing any Goods for more than 6 weeks, Stairways 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 Stairways 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 Stairways, 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 16.2.1; 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 the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the 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 the 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 the 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 the 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 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.7 **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 Stairways.
- 15.8 **Governing law.** This agreement 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 England and Wales.
- 15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).