

Account Application Form



Tom Parker Ltd

Company Details

Company Name Co. Reg. No.....
Address VAT. Reg. No.....
.....
Postcode Tel No..... Fax No.....
Delivery Address (if different).....
.....
Invoice Address (if different)
.....

Contacts

Buyer Accounts
Telephone Telephone
E-mail E-mail

Trade References

Company Name
Address
.....
Tel Fax
.....
Company Name
Address
.....
Tel Fax

**PLEASE RETURN THIS FORM
TO OUR HEAD OFFICE IN PRESTON**

Head Office, Accounts and Trade Counter - PRESTON

P.O. Box 36, Marsh Lane, Preston, Lancashire, PR1 1HY
Tel: 01772 251405 Fax: 01772 827088
*Opening Hours: Monday to Thursday 8.00am - 6.00pm
Friday 8.00am - 5.00pm, Saturday 9.00am - 12 noon*

Trade Counter - BASINGSTOKE

Parker House, Goat Lane, Basingstoke, Hants, RG21 7QB
Tel: 01256 330033 Fax: 01256 351888
Opening Hours: Monday to Friday 8.00am - 5.00pm

Credit Requirement

Name and Address of Bank Bank A/C No
..... Bank Sort Code
.....
Credit Limit Required (to nearest £100)

THE TITLE TO ALL GOODS SHALL NOT PASS TO THE BUYER UNTIL ALL MONIES HAVE BEEN RECEIVED IN FULL

SIGNED BY AUTHORISED SIGNATORY IN ACCEPTANCE OF OUR TERMS & CONDITIONS

Signature Print Name Date
Position Telephone
E- Mail Please tick this box if you would like to be included in our future emailing
list for information on our products, service, promotions and competitions.

FOR OFFICE USE ONLY

Account No Class No Reseller No
Accepted Credit Limit Date
Area Sales Manager Approved By

TERMS & CONDITIONS

The buyer's attention is in particular drawn to the provisions of condition 15.4.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
Buyer: the person, firm or company who purchases the Goods from the Company.
Company: Tom Parker Limited including all divisions and businesses thereof and any subsidiary company thereof (as defined in section 736 of the Companies Act 1986).
Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
Delivery Point: the place where delivery of the Goods is to take place under condition 4.
Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part, parts or accessories of them).
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document) or by any other means howsoever.
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Secretary or a Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given without commitment and on the basis that no Contract shall come into existence until the Company has accepted the Buyer's order and either despatches an acknowledgement of order or the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that such quotation has not previously been withdrawn by the Company.

3. DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's 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 and this is not a sale by sample.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business. Delivery shall be deemed to occur and the risk of loss or damage of any kind in the Goods shall pass to the Buyer on whichever of the following events shall occur earlier:
 - (a) collection by or on behalf of the Buyer or by a carrier for despatch to the Buyer (whether or not such carrier be the Company's agent or servant)
 - (b) 14 days from the date of notice given by the Company that the Goods are ready for collection or despatch.
- 4.2 The Buyer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for delivery. If the Goods shall not have been collected by or on behalf of the Buyer or by a carrier for despatch to the Buyer within 14 days of the Company's notice pursuant to this condition 4.2 then the Company may at any time thereafter send to the Buyer a further notice notifying the Buyer of the Company's intention to sell the same after the expiry of a period of not less than 7 days from the date of the notice and any sale may be on a forced sale basis.
- 4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 The Buyer shall be liable for the Company's charges and expenses for the sale and storage of the Goods (which shall be at the risk of the Buyer pending their sale hereunder or delivery to the Buyer. The Company shall charge 1 ½% of the invoice value of the Goods per month for storage.
- 4.5 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.
- 4.6 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - (b) the Goods shall be deemed to have been delivered; and
 - (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.7 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.8 If the Company delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Goods; and

(b) all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

(e) keep and retain the Goods free from any charge, lien or other encumbrance thereon.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

(b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the grant-ing of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

7.3 Where firm prices are agreed these will remain firm provided that full information permitting manufacture to proceed is received by the Company promptly after receipt of the order, and further provided that the Buyer takes delivery of the order when ready. If delivery of the order or any part thereof is delayed at the Buyer's request or through the Buyer's failure to provide the full information mentioned above, the Company reserves the right to amend the price of the undelivered portion to that prevailing at the date when delivery is made.

7.4 Where a quotation is given dependent on information supplied by the Buyer, the Buyer shall be responsible for the accuracy of the information given, and for the supply of all relevant particulars. Any increased cost incurred either during or after manufacture resulting from any inaccuracy or omission shall be borne by the Buyer alone and shall be paid promptly, and independently of the main contract price.

8. PAYMENT

8.1 Subject to condition 8.4, unless expressly otherwise agreed in writing, payment of the price for the Goods is due in pounds sterling on the last working day of the month following the month in which the Goods are invoiced.

8.2 Time for payment shall be of the essence. In the event of delay or default in any payment for more than 7 days, the Company shall be entitled to suspend deliveries and/or treat the contract as repudiated and/or resell any of the Goods in its possession and be indemnified by the Buyer for any loss thereby incurred.

8.3 No payment shall be deemed to have been received until the Company has received cleared funds.

8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

8.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 The Buyer shall pay for any samples, sale or return, loan or demonstration goods and/or materials, including drawings, plans and specifications not returned within one month from the date of receipt by the Buyer unless a different period for the return of goods and/or materials is agreed between the company and the Buyer.

9. QUALITY

9.1 Where the Company is not the manufacturer of the Goods, if called upon to do so by the Buyer in writing, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company. The Company warrants that Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and shall, at the time of manufacture, meet any specification applied in writing to them by the Company.

9.2 The Company warrants that products, parts or materials manufactured by it will be of good materials and workmanship and that reasonable care will be employed in assembling or incorporating items not manufactured by it and in performing services so that upon the Buyer giving written notice to the Company that Goods have not been supplied or services performed as aforesaid if the same be established and provided the Buyer has not tampered with

- the Goods the Company will at its own expense at its option replace or repair such defective goods or remedy such defaults in service except that the Company shall not reimburse the Buyer's transportation costs in respect of such replacement, repair or remedy.
- 9.3 The same terms shall apply mutatis mutandis, in respect of such replacement, repair or remedial services.
- 9.4 The warranties given by the Company and referred to in conditions 9.1 and 9.2 shall apply in respect of matters in respect of which the Buyer gives written notice (subject to the other provisions of these conditions) within a period of 12 months from the date of delivery or 6 months from installation of the Goods, whichever shall be the shorter period or within 12 months of performance of replacement, repair or remedial services respectively, after which any claim in respect thereof shall be absolutely barred.
- 9.5 The Company shall not be liable for a breach of any of the warranties given by the Company in conditions 9.1 and 9.2 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.6 The Company shall not be liable for a breach of any of the warranties in conditions 9.1 and 9.2 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Buyer failed to follow the Company'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; or
- (c) the Buyer alters or repairs such Goods without the written consent of the Company.
- 9.7 Subject to condition 9.5 and condition 9.6, if any of the Goods do not conform with any of the warranties in conditions 9.1 and 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.8 If the Company complies with condition 9.7, it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.
- 9.9 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.

10. OPERATING INSTRUCTIONS

- 10.1 The Company supplies with the Goods, adequate information as to their design and conditions of and instructions for operation, for compliance with its obligations under Section 6(1)(c) of the Health and Safety at Work etc Act 1974.
- 10.2 The Buyer undertakes that all necessary steps will be taken to ensure that the Goods will be safe and without risk to health when properly used in accordance with Clause 6(8) of the Health and Safety at Work etc Act 1974.

11. DRAWINGS SPECIFICATIONS ETC

- 11.1 All descriptions, drawings, illustrations, particulars of weights and measures rating standard statements or details or specifications or other descriptive matter, whether or not contained in the contract document, are approximate only. The Goods will be in accordance with the Company's specification at the time of manufacture and any earlier specifications, drawings, descriptions, illustrations, particulars as to weights and measures rating standard statements or details shall not form part of the description of the parts or services supplied or to be supplied so that the Company shall not be under any liability in respect thereof.
- 11.2 Where Goods are supplied by the Company to the Buyer in accordance with the Buyer's design or specification or where the Company shall design items not within the standard range of products at the Buyer's request no warranty is given or implied as to the suitability of such Goods or items unless the Buyer has made the Company aware of the particular purpose for which the Buyer is proposing to use the Goods or items in which case Clause 9 shall apply. The Company shall be entitled to charge a fee for any research or design undertaken in connection with the supply of Goods not within their standard range of products.

12. TESTING

- 12.1 Special tests or standard tests in the presence of the Buyer or his representative may be undertaken by the Company at the written request and expense of the Buyer but unless otherwise agreed in writing such tests shall be conducted at the Company's premises.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual property rights subsisting in or relating to any calculations data specifications designs drawings papers documents procedures techniques acceptance maintenance and other tests special and recommended parts and other equipment and any other material and information whatsoever given to the Buyer by the Company in connection with the supply of the Goods by the Company to the Buyer or otherwise are vested in the Company. The Buyer will not whether by itself its officers servants agents or any of them or otherwise howsoever copy or reproduce any such item or material in whole or in part nor will it disclose any such information in whole or in part to any third party. Further the Company shall be entitled to the ownership of all intellectual property rights subsisting in or relating to any calculations data specifications designs drawings papers documents or other items material or information conceived originated developed or produced by the Company for the Buyer pursuant to the contract for the supply of Goods.
- 13.2 The Buyer shall not at any time for any reason whatsoever disclose or permit to be disclosed to any person or persons whatsoever or otherwise make use of or permit to be made use of any trade secrets or other confidential information relating to the equipment technology business affairs or finances of the Company or any associated company or organisation of the Company or relating to the Company's agents distributors licensees or other customers or in respect of any of their affairs dealings or transactions.
- 13.3 The Buyer shall not seek to apply or apply to register in its own name any of the Company's intellectual property rights and in particular those subsisting in or relating to the Goods or a part thereof nor shall it represent in any way that it has any right or title to the ownership of any such intellectual property rights nor shall it do any act or thing which might be contrary to the interest or rights of the Company in such rights and in particular challenge the ownership or validity of such rights.
- 13.4 The Buyer at its own expense shall do all such acts and things and shall sign and execute all such deeds and documents as the Company in its sole discretion may require in connection with any steps or proceedings taken by the Company to restrain the infringement of its intellectual property rights.
- 13.5 The Buyer undertakes and agrees that the use of any of its calculations data specifications designs drawings papers documents procedures techniques acceptance maintenance and other tests special and recommended parts and other equipment and other material and information by the Company when manufacturing and supplying the Goods will not infringe any intellectual property rights of a third party and shall indemnify the Company in respect of any such infringement.
- 13.6 The Buyer shall not alter or remove any trade mark of the Company which has been applied to the Goods nor apply any alternation to their packaging and get-up.
- 13.7 The provisions of this condition 13 shall survive the expiry or termination of any contract for whatever reason.

14. INDEMNITY

- 14.1 In order to maintain the keenest possible prices, the Company does not normally insure against claims by Third Parties. If the Buyer so requests the Company in writing, the Company will effect such insurance by for this particular transaction and the costs of such insurance may be added to the contract price. If the Buyer shall not give such written notice then the Buyer shall indemnify the Company against all actions, claims or demands by Third Parties whether in tort or otherwise howsoever arising directly or indirectly in connection with the use, functioning or state of the Goods or in connection with the performance of the services.

15. LIMITATION OF LIABILITY

- 15.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 15.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 15.4 Subject to condition 15.2 and condition 15.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

16. ASSIGNMENT

- 16.1 The Company may assign any of its rights and benefits under the Contract or any part of it to any person, firm or company.
- 16.2 The Buyer shall not be entitled to assign any of its rights and benefits under the Contract or any part of it without the prior written consent of the Company.

17. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, either party shall be entitled to give notice in writing to the other to terminate the Contract. The Company shall refund to the Buyer the price of the Goods or any part thereof paid by the Buyer after the deduction of any amount due to the Company including any amount under condition 18.5.

18. GENERAL

- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 In the case of the partial completion of an order by reason of any of the events referred to in conditions and the Company shall be entitled to a quantum meruit in respect of all work done by it including labour costs and materials and any charges or expenses which the Company is committed to pay sub-contractors or third parties without prejudice to its rights should non-completion be occasioned by the Buyer.
- 18.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19. COMMUNICATIONS

- 19.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 19.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery; or
 - (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 19.3 Communications addressed to the Company shall be marked for the attention of Company Secretary.
- 19.4 The parties shall at all times comply with the provisions of the Data Protection Act 1998 as may be amended or superseded from time to time. Details of the current practice of the Company in respect of the handling of personal data of the Buyer or any of the employees of the Buyer are contained in the privacy policy of the Company, a copy of which is available from the Company on request and which may also be inspected on the website of the Company www.tom-parker.co.uk.