

**WINTHILL ENGINEERING LIMITED BESPOKE BUILDS**



**Contract Details and Our Terms of Business**

We make bespoke, unique steel fabricated products according to your specific requirements and this includes a number of services such as initial consultation and design, manufacture, supply and installation. We set out below and overleaf the terms upon which we are willing to do business with you. Please take the time to read them carefully and ask us any questions if you are unsure. Once you are happy to proceed please sign and return this contract with payment and we will be in touch as soon as we have accepted your order.

Any quotation given by us shall not constitute an offer, and is only valid for a period of 20 days from its date of issue.

**Contract Details**

<b>Order Number:</b>	
<b>Contract date:</b>	
<b>Us or We:</b>	Winthill Engineering Ltd The Bruff Business Centre Suckley Worcestershire WR6 5DR 01886 881067 workshop@winthill.co.uk
<b>Customer:</b>	
<b>Customer Address:</b>	
<b>Customer Tel:</b>	
<b>Customer Email:</b>	
<b>Fee for pre-order design and consultation work and supply of samples:</b>	£
<b>Price for the product excluding VAT delivery and installation:</b>	£
<b>Expenses:</b>	£

<b>Delivery costs excluding VAT:</b>	<b>£</b>
<b>Installation services excluding VAT:</b>	<b>£</b>
<b>Non-refundable deposit taken:</b>	<p><b>£</b></p> <p>For orders for a product with a value in excess of £2,000 we take a 50% advance payment before accepting your order. The balance is due when we have notified you that the product is available for factory acceptance at our premises. Please note that as each product we make is unique and bespoke to your requirements you do not have an automatic right to cancel for convenience or a change of mind and receive this deposit back. We will have invested time and materials into the design and fabrication of the product and the non-refundable deposit is to cover that cost.</p> <p>We specifically draw your attention to clause 9.3 of our Terms of Business overleaf.</p>
<b>TOTAL COSTS:</b>	<b>£</b>
<b>Estimated delivery and installation date:</b>	<p>This is an estimate and we will be in touch as soon as the item is ready for factory acceptance to agree a suitable delivery date.</p>
<b>Payment due:</b>	<p>Value less than £2000 - payment in full on placing an order.</p> <p>Value over £2000 - 50% non-refundable deposit on placing the order and the balance due when we have notified you that the product is ready for factory acceptance.</p>
<b>Product specification details:</b>	

**I confirm that I have read the Contract Details and Terms of Business and I am willing to proceed with placing an order on those terms.**

Signature for and on behalf of the Customer .....

Signature for and on behalf of Winthill Engineering Limited.....

## Winthill Engineering Limited Bespoke Builds



### Our terms

#### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you whether they are goods or services. Certain aspects such as price, payment terms delivery and product specification are set out in the contract details overleaf which also form part of the contract between us.

**1.2 Why you should read them.** Please read the contract details and these terms carefully before you submit your order to us. They tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products and/or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

**1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### 2. Information about us and how to contact us

**2.1 Who we are.** We are Winthill Engineering Limited a company registered in England and Wales. Our company registration number is 13694596 and our registered office is at The Bruff Business Centre, Suckley, WR6 5DR.

**2.2 How to contact us.** You can contact us by telephoning us at 01886 881067 or by writing to us at [tom@winthill.co.uk](mailto:tom@winthill.co.uk) or [sean@winthill.co.uk](mailto:sean@winthill.co.uk) or Winthill Engineering Limited, The Bruff Business Centre, Suckley, WR6 5DR.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us as part of your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order will take place when we sign and date the contract details, at which point a contract will come into existence between you and us. We will email you confirmation that we have done this with a copy of the signed contract.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing. This might be because we cannot meet your specific requirements, because of unexpected limits on our resources which we could not reasonably plan for or a credit reference we have obtained for you does not meet our minimum requirements or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number.** We will assign an order number to your order and it will help us if you can tell us the order number whenever you contact us about your order.

**3.4 We only sell to the UK.** Our website is solely for the promotion of our products and services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

### **4. Our products and services**

**4.1 Initial design and consultancy services.** Where we provide you with pre- order design and consultancy services we charge the fee as stated in the contract details. We will work with you to discuss your requirements and as part of this may offer design ideas and samples for guidance only. Even if you do not proceed to order the product from us this fee is payable in full.

**4.2 Bespoke products.** The products we make are bespoke and made to your specific requirements having discussed and agreed the design and fabrication with you as part of the product specification. As such:

**(a)** Whilst we make every effort to display via literature and samples, colours and textures accurately, we cannot guarantee that a sample or literature display accurately reflects the final finish of the product. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions, colours and measurements have a degree of tolerance;

**(b)** The materials we use may be a natural product such as wood and due to their nature may contain deviations and minor blemishes which are inherent to the material and not defects;

- (c) Any samples, drawings, descriptive matter or advertising issued by contained in the catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the products and/or services described in them. They shall not form part of the contract nor have any contractual force; and
- (d) If we are making the product to measurements or information you have given to us you are responsible for ensuring that those measurements and that information is correct. We are not responsible for errors or mistakes where we have relied on you for information.

**4.3 Delivery and Installation services.** We will notify you when the product is ready for factory acceptance. You have 14 days from that date to inspect the product and let us know whether you accept product. If you fail to inspect the product within 14 days of being notified to do so then we are entitled to charge storage costs and if space is limited may arrange for the product to be stored offsite at your cost. On factory acceptance of the product we will contact you to arrange delivery and/or installation of the product to be charged at the fee stated in the contract details.

**5. Your rights to make changes.** We make the products according to your specific requirements as detailed in the product specification and once we have started manufacture it is not always possible for you to make a change and for us to agree it. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change at the new price and timeframe for supply. We do not guarantee that we can make the changes you require.

**6. Our rights to make minor changes to the products. We may change the product:**

- (a) to reflect changes in relevant laws and regulatory requirements such as material specifications and building regulations; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product or materially affect the design of the product.

**7. Providing the products and services**

**7.1 Delivery and Installation.** The costs of delivery and installation will be stated in the contract details. Any dates quoted for delivery of the products and/or services are approximate only. We will keep you informed of changes to that date. We shall not be liable for any delay in delivery of the products and/or services that is caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the products and/or services

- 7.2 We are not responsible for delays outside our control.** If our supply of the products and/or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If there is a risk of substantial delay we shall discuss this with you and should you wish to end the contract under clause 9.2 (a) we will refund you for any products or services you have not received less any amount to cover our costs based on our time (at our prevailing hourly rate) and cost of materials.
- 7.3 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8am - 4pm on Monday to Thursday and 8am - 12pm Friday (excluding public holidays). You will be responsible for making sure that the product is securely fastened so as not to be damaged during transit.
- 7.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery of the products we will leave you a note informing you of how to rearrange delivery. This may incur a further charge.
- 7.5 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.3 will apply.
- 7.6 If you do not allow us access to perform the contract.** If you do not allow us access to your property to perform the contract as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.3 will apply.
- 7.7 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us. We are not responsible for any damage to the product after delivery or collection.
- 7.8 When you own goods.** You only own a product which is goods once we have received payment in full.
- 7.9 What will happen if you do not give required information to us.** We may need certain information from you so that we can make and supply the products and/or services to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.3 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

We will not be responsible for supplying the products or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.10 Reasons we may suspend the supply of products and/or services to you.** We may have to suspend the supply of a product or service to:

- (a) deal with technical problems or make minor technical changes;
- (b) deal with supply of materials;
- (c) update the product to reflect changes in relevant laws and regulatory requirements;
- (d) make changes to the product as requested by you or notified by us to you.

**7.11 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product or service, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 months and we will refund any sums you have paid in advance for the product or service less an amount to cover our costs and expenses based on our time (at our prevailing hourly rate) and the cost of any materials.

**7.12 We may also suspend supply of the products or services if you do not pay.** If you do not pay us when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply. We can also charge you interest on your overdue payments (see clause 15.6).

**8. What we need from you and your obligations.** In order for us to supply the product and/or services to you we need your assistance as follows: To

- (a) confirm that the terms of the product specification is complete and accurate;
- (b) confirm your approval of any drawings, proofs, artwork, samples or pre-manufacture information that we send to you as and when requested by us;
- (c) complete factory acceptance testing when notified to do so;
- (d) provide us and our employees, agents, consultants and subcontractors, with access to your premises, and other facilities as reasonably required by us to provide the products and services;
- (e) provide us with such materials and information as we may reasonably require in order to supply the products and services and ensure that all such materials and information is complete and accurate in all material respects;
- (f) prepare your premises ready for any installation services;

- (g) obtain and maintain all necessary licences, permissions and consents which may be required for any services before the date on which the services are to start;
- (h) comply with all applicable laws, including health and safety laws; and
- (i) comply with any additional obligations agreed between us.

**8.2** If performance of our obligations under the contract is prevented or delayed by you or your failure to perform any relevant obligation under this contract then:-

- (a) we shall have the right to suspend performance of the contract and be relieved from our obligations which we cannot perform until you remedy the delay or failure;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from your delay or failure.

## **9. Your rights to end the contract**

**9.1** **There are certain situations where you can end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If the product or service is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13 if you are a consumer and clause 14 if you are a business;
- (b) If you want to end the contract because of something we have done or have told you we are going to do see clause 9.2;
- (c) In all other cases (if we are not at fault), see clause 9.3.

**9.2** **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) under and subject to clause 7.2, there is a risk that supply of the products or services may be significantly delayed because of events outside our control;
- (b) we have suspended supply of the products or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (c) you have a legal right to end the contract because of something we have done wrong.



**9.3 Ending the contract where we are not at fault and there is no right to change your mind.** If we are not at fault you can still end the contract before it is completed, but you may have to pay us compensation as this is an order for bespoke works and for products and services according to your specification. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products or services not provided but we may deduct from that refund or, if you have not made an advance payment, charge you as compensation for our time (at our prevailing hourly rate) and the costs of materials that we have incurred prior to you ending the contract. This may mean that you lose your deposit or any advance payments and we can seek to claim from you any additional costs we have incurred.

## **10. How to end the contract with us**

**10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) Email.** Email us at tom@winthill.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) By post.** Or simply write to us at our address, including details of what you ordered and your name and address.

**10.2 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products or services by the method you used for payment. However, we may make deductions from the price, as described in these terms and conditions.

## **11. Our rights to end the contract**

**11.1 We may end the contract if you break it.** We may end the contract for a product or service at any time with immediate effect by writing to you if:

- (a)** you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b)** your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the contract is in jeopardy;
- (c)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or services;
- (d)** you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (e)** you do not, within a reasonable time, allow us access to your premises to deliver the product and supply the services.

**11.2 If you are a business we may also in addition to clause 11.1 end the contract with immediate effect if your financial situation deteriorates in the following circumstances. If:**

- (a)** you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (b)** you suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of your business.

**11.3 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 and 11.2 and you have paid a deposit or advance payment we will refund any money you have paid in advance for products or services that we have not provided but we may deduct or charge you compensation for our time (at our prevailing hourly rate) and the costs of materials that we have incurred prior to you breaking the contract.

**12. If there is a problem with the product or service**

**How to tell us about problems.** If you have any questions or complaints about the product or a service, please contact us. You can telephone our workshop at 01886 881067 or write to us at tom@winthill.co.uk or sean@winthill.co.uk or The Bruff Business Centre, Suckley, Worcestershire, WR6 5DR.

**13. Your rights in respect of defective products or services if you are a consumer**

**13.1 If you are a consumer we are under a legal duty to supply products and services that are in conformity with this contract. Nothing in these terms will affect your legal rights.**

**13.2 Your obligation to return rejected faulty products.** If you wish to exercise your legal rights to reject faulty products you must either return them to us or allow us to collect them from you. We will pay the costs of postage or collection.

**14. Your rights in respect of defective products or services if you are a business**

**14.1** If you are a business customer we warrant that on delivery, and for a period of 6 months from the date of delivery (**warranty period**), any products which are goods shall:

- (a)** conform in all material respects with their description and any relevant specification; and
- (b)** be free from material defects in design, material and workmanship.

**14.2** Subject to clause 14.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 14.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,  
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

**14.3** We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 14.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**14.4** Except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1.

**14.5** These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

## **15. Price and payment**

**15.1 Where to find the price for the product.** Prices for products and services shall be as stated in the contract details. VAT shall be applied at the prevailing rate. We take all reasonable care to ensure that the price of the product and services advised to you is correct, however under certain circumstances listed below we may need to discuss with you price adjustments:-

- (a) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);or
- (b) any request by you to change the delivery date(s), quantities or types of product ordered or the specification; or
- (c) any delay caused by any instructions by you or your failure to give us adequate or accurate information or instructions.

In such circumstances we will discuss with you whether you accept the new price and in the event you do not agree to the new price offer you the ability to cancel the contract subject to paying for our time (at our prevailing hourly rate) and costs and expenses to date.

- 15.2 Extras.** We shall be entitled to charge you for all costs and charges of packaging, insurance, transport and any expenses reasonably incurred by the individuals whom we engage in connection with any services including travelling expenses, hotel costs, parking, subsistence and any associated costs.
- 15.3 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product or services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 15.4 When you must pay and how you must pay.** In respect of products, we shall invoice you in accordance with the payment schedule in the contract details. In respect of services, we shall invoice you on completion of the services. We accept payment by BACS transfer or credit or debit cards. Payment must be made in full within 14 days of the invoice date. We are not obliged to despatch products until payment is made in full.
- 15.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 15.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 16. Our responsibility for loss or damage suffered by you if you are a consumer**
- 16.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

**16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provide to you and any sample or model seen or examined by you; of satisfactory quality; fit for any purpose made known to us supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

**16.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**16.4 We are not liable for business losses.** If you are a consumer we only supply the products and services to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

## **17. Our responsibility for loss or damage suffered by you if you are a business**

**17.1** Nothing in these terms shall limit or exclude our liability for:

- (a)** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b)** fraud or fraudulent misrepresentation;
- (c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d)** defective products under the Consumer Protection Act 1987.

**17.2** Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**17.3** Subject to clause 17.1:

- (a)** we shall not be liable to you, 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 any contract between us; and
- (b)** our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products or services under such contract.

- 17.4** This clause 17 shall survive termination of the contract.
- 18. How we may use your personal information.** We will only collect and use your personal information to enable us to process an order and supply products and services to you. Further information can be found in our privacy policy.
- 19. Confidentiality and Intellectual Property**
- 19.1** Neither of us shall at any time disclose to any person any confidential information to include technical or commercial know-how, specification, invention, processes, initiatives or other information which one of us has disclosed to the other. Termination or fulfilment of the contract shall not affect this obligation of confidentiality.
- 19.2** Each party may disclose the other party's confidential information:
- (a)** to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
  - (b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contract.
- 19.4** All intellectual property rights in or arising out of or in connection with the products or services (other than intellectual property rights in any materials provided by you) shall be owned by us.
- 19.5** To the extent that the products are to be manufactured and supplied in accordance with information and materials supplied by you:
- (a)** you grant us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any information and materials provided by you for the purpose of providing the product and services to you; and
  - (b)** you shall indemnify us 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of your information and materials.

- 20. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. Sometimes we may use sub-contractors but we will remain responsible for the obligations under this contract.
- 20.1 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.2 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 20.3 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.4 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 20.5 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 20.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.