Terms and conditions of hardware and software supply

Version 1.1
Prepared by Tom Douglas

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Supplied in Confidence – Legal Statement

The commercial detail contained within this document is provided in confidence for the purpose of evaluation and shall not be used for any other purpose and shall not be published or disclosed wholly or in part to any other party without the prior permission of Ridgeway IT Ltd in writing and shall be held in safe keeping. These obligations shall not apply to information that is published or becomes known legitimately from some source other than Ridgeway IT Limited. Ridgeway IT Limited is registered in England and Wales # 8933184

Please read these Terms and Conditions carefully. All contracts that Ridgeway may enter into from time to time for the supply of Goods and/or the Hardware/Software Services shall be governed by these Terms and Conditions.

1. Definitions

1.1. Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 08:45 to 17:30 GMT/BST on a Business Day;

"Charges" means the amounts payable in respect of the Goods and/or the Hardware/Software Services, as set out in the Order, subject to any variations agreed in writing by the parties or made in accordance with these Terms and Conditions;

"Confidential Information" means any information disclosed by or on behalf of one party to the other during the term of the Contract (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the other party (acting reasonably) to be confidential;

"Contract" means the contract between the parties formed in accordance with Clause 2.2, comprising the Quote and these Terms and Conditions, and any amendments to that contract from time to time;

"Customer" means the person, firm or company who purchases the Goods from Ridgeway;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Goods" means any Hardware and/or Software to be supplied to the Customer under the Contract;

"Hardware" means any hardware equipment and other equipment agreed to be supplied to the Customer on the terms of the Contract as detailed in the Quote;

"Hardware/Software Services" means any services supplied by Ridgeway to the Customer relating to the assembly, installation and/or configuration of the Hardware and/or Software as detailed in the Quote;

"Order" has the meaning given to it in Clause 2;

"Ridgeway" means Ridgeway IT Limited, a company incorporated in England and Wales (registration number 08933184) having its registered office at Harwell Innovation Centre, Curie Avenue, Harwell, Oxfordshire, England, OX11 0QG;

"Quote" means any quote for the purchase of the Goods and/or the Hardware/Software Services by the Customer from Ridgeway agreed by or on behalf of each party incorporating these Terms and Conditions by reference from time to time;

"Software" the computer programs and other software products agreed to be supplied to the Customer under the Contract as detailed in the Quote;

"Supplier" means any supplier of the Goods to Ridgeway;

"Terms and Conditions" means these terms and conditions, including any amendments to these terms and conditions from time to time; and

"**Third Party Licence"** means a third party software licence agreement as detailed in the Quote or as notified by Ridgeway to the Customer under which the relevant Software is licensed to the Customer and which is to be accepted by the Customer to use such Software.

2. Orders

2.1. To place an order for Goods and/or the Hardware/Software Services the Customer shall:

2.1.1. submit to Ridgeway a purchase order referencing the relevant Quote; or

2.1.2. submit to Ridgeway a written request to purchase the Goods and/or the Hardware/Software Services referencing the relevant Quote; (each an **"Order"**).

2.2. The Order constitutes an offer by the Customer to purchase the Goods and/or the Hardware/Software Services in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the Goods specified in the Order meet the Customer's requirements and that details within the Order are complete and accurate.

2.3. The Order shall only be deemed to be accepted when Ridgeway: (i) issues a written acceptance of the Order; (ii) issues an invoice in respect of the relevant Goods and/or the Hardware/Software Services; or (iii) dispatches the relevant Goods to the Customer; at which point the Contract shall come into existence.

2.4. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (whether through a purchase order or otherwise), or which are implied by trade, custom, practice or course of dealing.

2.5. Any samples, drawings, descriptive matter, or advertising produced by Ridgeway and any descriptions, illustrations, price lists contained in Ridgeway's catalogues or brochures or on its website are produced for the sole purpose of giving an approximate idea of the Goods and/or the Hardware/Software Services described in them. They shall not form part of the Contract or have any contractual force.

3. Quotes

3.1. Any quote for the Goods and/or Hardware/Software Services given by Ridgeway shall not constitute an offer and shall only be valid for the period set out in that quote. Where no period is stated a quote shall only be valid for 5 Business Days from its date of issue.

3.2. Ridgeway reserves the right to withdraw or amend any Order where:

3.2.1. the Goods are withdrawn by any Supplier;

3.2.2. any Supplier increases the charges for the Goods to Ridgeway; or

3.2.3. specifications of the Goods are varied by any Supplier.

4. Hardware Specifications

4.1. Ridgeway shall use reasonable endeavours to advise the Customer of variations to the Hardware specifications following formal notification to Ridgeway of such variations by any Supplier.

4.2. Where changes to the Hardware specifications significantly alter the price or fitness for purpose of the Hardware both parties shall agree upon such changes in writing or arrange for the supply of alternative Hardware.

4.3. Changes to the Hardware specifications shall not provide grounds for cancellation of the Order for Hardware unless such cancellation is agreed to in writing by both parties.

5. Hardware

5.1. The Customer acknowledges that Ridgeway is not the manufacturer of the Hardware.

5.2. The Hardware shall be supplied by Ridgeway on the terms and conditions of use for the Hardware as defined by the Suppliers at the time of delivery.

5.3. Ridgeway gives no warranty to the Customer in respect of the Hardware that is purchased by Ridgeway from a Supplier for resale to the Customer but shall take reasonable steps to assist the Customer in pursuing warranty claims against the relevant Supplier.

5.4. Ridgeway shall only provide cabling and other equipment required to connect and interface Hardware with the Customer's existing network at the Customer's site if specified in the Quote.

6. Software

6.1. The Customer must comply with the terms of the Supplier's software licenses and comply with (and if necessary, accept) any Third Party Licence. For the avoidance of doubt, no licence is granted by Ridgeway.

6.2. The Customer shall indemnify Ridgeway against any loss or damage which Ridgeway may suffer or incur as a result the Customer's breach of any Third Party Licence.

6.3. Ridgeway may treat the Customer's breach of any Third Party Licence as a breach of this Contract.

7. Hardware Defects and Returns

7.1. All Hardware defects and/or return requests shall be logged with Ridgeway's account manager:

- **7.1.1.** in case of faulty Hardware or Hardware damaged on arrival, promptly on noticing such fault or damage by the Customer; and
- **7.1.2.** in case of non-faulty Hardware, within 30 Business Days of delivery or collection of such Hardware.

7.2. Any returns requested in respect of the Hardware damaged on arrival must have been signed for as "damaged" at the delivery as required under Clause 9.1 and, if requested by Ridgeway, must additionally be supported by photographic evidence.

7.3. With respect to any Hardware damaged on arrival or any faulty Hardware, where such fault has not occurred as a result of the Hardware/Software Services, the Customer will be directed to the relevant Supplier to progress the claim.

7.4. Where the Customer notifies Ridgeway of any defects in Hardware under the warranty in Clause 10, Ridgeway may:

- **7.4.1.** require the Customer to return any such Hardware to Ridgeway;
- **7.4.2.** require access to such Hardware at the Customer's premises; or
- **7.4.3.** remove all or part of the Hardware from the Customer's premises,
- **7.4.4.** for the purposes of inspection, testing, repair or replacement.

7.5. Any defects in Hardware which have been notified under warranty in Clause 10 will be tested by Ridgeway's trained professional. Where the testing shows that the Hardware is free from the defects notified by the Customer under this Clause then the Customer will be

liable for any testing and/or transport charges incurred by Ridgeway in relation to such testing.

7.6. Return requests in respect of non-faulty Hardware may be refused or be subject to a restocking fee at Ridgeway's sole discretion.

7.7. Where Ridgeway has approved a return of any non-faulty Hardware, the Customer shall ensure that:

7.7.1. all private account details and security information (such as passwords and iCloud apps) has been removed from such Hardware prior to return unless otherwise instructed by Ridgeway, and

7.7.2. such Hardware is returned in original condition and in the original retail packaging including all the original content, failing which Ridgeway may cancel the return approval and return the relevant Hardware to the Customer at the Customer's cost.

8. Hardware/Software Services

8.1. The terms of this Clause 8 apply where Ridgeway has agreed under the Contract to provide the Hardware/Software Services as set out in the Quote or otherwise agreed between the parties in writing.

8.2. Ridgeway shall provide the Hardware/Software Services to the Customer on the date or dates or within the timeframes as set out in the Quote or as otherwise agreed between the parties in writing.

8.3. Where the Customer has requested installation services, the Customer shall provide all cabling, network interfaces, power and power adapters and any other equipment or materials, and facilitate such access to the Customer's existing systems (or those of its third-party contractors) as may be needed for the installation unless otherwise specifies in the Quote or agreed between the parties in writing.

8.4. The Customer shall be deemed to have accepted the Hardware/Software Services:

8.4.1. within [10] Business Dates of making the Goods ready for operational use for the Customer by Ridgeway; or

8.4.2. if the Customer commences operational use of the Goods.

9. Delivery and Acceptance of Goods

9.1. Unless it is agreed otherwise, Ridgeway shall arrange delivery of the Goods to the Customer's address as specified in the Quote or as otherwise notified by Ridgeway to the Customer. Any dates quoted for delivery are approximate only and the date or dates of the supply of the Goods agreed by the parties under the Contract shall not be of the essence. Title and risk shall transfer in accordance with Clause 11.

9.2. The Customer shall procure that its duly authorised representative shall be present at the delivery of the Hardware. Acceptance of delivery by such representative shall constitute conclusive evidence that the Customer has examined the Hardware and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended, unless signed for to the contrary by such representative. If required by Ridgeway, the Customer's duly authorised representative shall sign a receipt confirming such acceptance. If, on delivery, there is any damage to the Hardware or the packaging the delivery must be signed for as "damaged" and Ridgeway notified promptly.

9.3. Ridgeway shall not be liable for any shortfalls in delivery or variation from the Goods specification on delivery unless a claim in writing is made by the Customer within 5 Business Days of delivery.

9.4. In circumstances where Ridgeway (or a person acting on behalf of Ridgeway) have attempted to physically deliver the Hardware to the Customer and the Customer is unable or unwilling to accept such delivery, the Customer will be charged for the cost of the failed delivery in addition to any and all subsequent attempts.

10. Warranty

10.1. Subject to Clause 5.2 and in respect of the Hardware/Software Services provided directly by Ridgeway, the only warranty given by Ridgeway to the Customer is that Ridgeway shall in accordance with normally accepted professional standards remedy as quickly as is reasonably possible and at its own expense any defects identified on delivery or which develop during a period of [20 days] after acceptance under Clause 8.3.

10.2. The warranty at Clause 10 does not extend to minor errors not materially affecting performance. Such errors shall not be rectified in the absence of a prior written agreement to the contrary.

10.3. The undertaking given in this Clause 9.4 shall not apply if:

10.3.1. the Goods have been altered by any party other than Ridgeway;

10.3.2. the Goods have been operated or run on any platform or in any environment inappropriate for the Goods;

10.3.3. the defect arises because the Customer failed to follow Ridgeway's oral or written instruction as to the storage, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same; or

10.3.4. the defect arises as a result of Ridgeway following any specification supplied and requested by the Customer.

10.4. These Terms and Conditions shall apply to any repaired or replacement Hardware supplied by Ridgeway.

10.5. All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

11. Title and Risk

11.1. Risk in the Hardware shall pass from Ridgeway to the Customer upon the delivery of the Hardware by Ridgeway or approved courier.

11.2. Legal and equitable title to the Hardware will pass from Ridgeway to the Customer upon the later of:

11.2.1. delivery or collection of the Hardware; and

11.2.2. receipt by Ridgeway of all amounts due from the Customer under the Contract or any other contract between the parties.

11.3. Until title to the Hardware has passed to the Customer, the Customer shall hold the Hardware as the fiduciary agent and bailee of Ridgeway.

11.4. Until title to the Hardware has passed to the Customer, the Customer must:

11.4.1. store the Hardware in a secure, safe, dry and clean environment separately from other products and goods;

11.4.2. ensure that the Hardware are easily identifiable as belonging to Ridgeway;

11.4.3. not deface, destroy, alter or obscure any identifying mark on the Hardware or their packaging;

11.4.4. ensure that no charge, lien or other encumbrance is created over the Hardware;

11.4.5. deliver up the Hardware to Ridgeway upon demand;

11.4.6. insure the Hardware on Ridgeway's behalf for their full price against all risks to the reasonable satisfaction of Ridgeway (and on request produce to Ridgeway such policy of insurance and a receipt for the then-current premium); and

11.4.7. hold all proceeds of the insurance referred to above on trust for Ridgeway and not mix them with any other moneys or pay the proceeds into any overdrawn bank account.

11.5. Ridgeway shall be entitled without further notice to inspect and/or recover possession of any Hardware to which it retains title; and the Customer grants to Ridgeway and its employees and agents an irrevocable licence to enter at any time any premises where the Hardware are or may be situated for the purpose of inspecting or removing any Hardware the title to which has remained with Ridgeway.

11.6. Ridgeway may bring an action for the Charges and any other amounts due under the Contract, notwithstanding that title to the Hardware has not passed to the Customer.

12. Charges

12.1. The Customer shall pay the Charges to Ridgeway in accordance with these Terms and Conditions.

12.2. All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of:

12.2.1. any applicable value added taxes, which will be added to those amounts and payable by the Customer to Ridgeway; and

12.2.2. any costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

12.3. Ridgeway may, by giving notice to the Customer at any time up to 1 Business Day before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

12.3.1. increase in the cost to Ridgeway of obtaining or supplying the Goods;

12.3.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

12.3.3. any delay caused by any instructions of the Customer or failure of the Customer to give Ridgeway adequate or accurate information or instructions.

12.4. Where Ridgeway materially increases the price of the Goods under Clause 12.3 the Customer shall have the right upon receipt of such notice of increase to terminate the Contract.

13. Payments

13.1. Ridgeway shall issue an invoice for the Charges to the Customer at any time following the agreement of an Order in respect of the Goods and/or Hardware/Software Services.

13.2. The Customer must pay the Charges to Ridgeway within the period of 14 days following the issue of an invoice in accordance with this Clause 13. Time of payment is of the essence.

13.3. The Customer must pay the Charges by bank transfer (using such payment details as are notified by Ridgeway to the Customer from time to time).

13.4. If the Customer does not pay any amount properly due to Ridgeway under these Terms and Conditions, Ridgeway may:

13.4.1. charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

13.4.2. claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

14. Confidentiality obligations

14.1. Each party must:

14.1.1. keep the other party's Confidential Information strictly confidential;

14.1.2. not disclose the other party's Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions; and

14.1.3. use the same degree of care to protect the confidentiality of the other party's Confidential Information as the first party uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care.

14.2. Notwithstanding Clause 11.1, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

14.3. No obligations are imposed by this Clause 11 with respect to a party's Confidential Information if that Confidential Information:

14.3.1. is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

14.3.2. is or becomes publicly known through no act or default of the other party; or

14.3.3. is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

14.4. The restrictions in this Clause 11 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

14.5. The provisions of this Clause 11 shall continue in force indefinitely following the termination of the Contract.

15. Customer's Obligations

15.1. The Customer shall:

15.1.1. provide Ridgeway with all necessary cooperation in relation to this Contract;

15.1.2. furnish to Ridgeway promptly upon receipt of a request such information as Ridgeway may reasonably require in order to supply the Goods and provide the Hardware/Software Services;

15.1.3. provide, free of charge, reasonable usage of machine time, communications, stationery, media, suitable working accommodation and access deemed necessary by Ridgeway to fulfil the Contract and shall provide an appropriate environment or platform to enable Ridgeway to provide the Hardware/Software Services or test run any Goods and, in particular, the Customer warrants to Ridgeway that the Customer shall provide an environment capable of receiving the Hardware/Software Services or the Goods;

15.1.4. ensure the accuracy and validity of all data and technical information provided to Ridgeway;

15.1.5. allow Ridgeway reasonable access to its employees for the purpose of investigation and discussion in connection with this Contract and ensure that its employees cooperate fully with Ridgeway in relation to the provision of the Hardware/Software Services;

15.1.6. provide free and safe access to the location where the Goods will be installed as is necessary by Ridgeway to comply with its obligations under this Contract;

15.1.7. comply with all applicable laws and regulations with respect of its activities under this Contract;

15.1.8. be solely responsible for procuring and maintaining its network connections and assuring that the Goods are compatible with the Customer's existing IT network; and

15.1.9. be solely responsible for all problems, conditions, delays and all other loss or damage arising from or relating to the Customer's IT network.

16. Performance

16.1. Ridgeway shall use its reasonable endeavours to comply with any date or dates for despatch or delivery of the Goods and for the supply of the Hardware/Software Services but unless the Quote specifies to the contrary, such dates are only statements of expectation and shall not be binding. If having used its reasonable endeavours, Ridgeway fails to despatch or deliver the Goods, or to supply or complete the Hardware/Software Services by any specified date, whether or not binding, such failure shall not constitute a breach of this Contract. The Customer shall not be entitled to treat this Contract or the Order as thereby repudiated or to rescind the Contract or the Order in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

16.2. When expedited delivery is agreed to by both parties and necessitates overtime or other additional costs, the Customer shall reimburse Ridgeway for the amount of such overtime payment or other costs and shall pay the same within 14 days of invoice.

16.3. If performance of the Hardware/Software Services is suspended at the Customer's request or delayed through the Customer's default including, but without prejudice to the generality of the foregoing, incomplete or incorrect instructions, or refusal to accept delivery of the Goods or the Hardware/Software Services for a period of [30 days], Ridgeway shall be entitled to payment at the then prevailing rates for the Hardware/Software Services already performed, the Goods supplied or ordered and any other additional costs thereby incurred and the Customer shall pay such sums within 30 days of invoice.

17. Proprietary Rights

17.1. The Software is proprietary to the relevant Supplier and the Customer acquires no intellectual property rights in or to the Software other than as expressly detailed within the licences associated with the Software.

17.2. This Contract does not grant any intellectual property rights to the Customer except as expressly stated.

18. Cancellation of Order

18.1. The Customer shall not be entitled to cancel any Order for the Goods and/or the Hardware/Software Services except upon terms which reimburse Ridgeway for loss of profit and all costs, charges and expenses incurred by Ridgeway in respect of the Goods and/or the Hardware/Software Services up to the date of receipt by Ridgeway of written notification of cancellation from the Customer.

19. Limitations and exclusions of liability

19.1. Nothing in these Terms and Conditions will:

19.1.1. limit or exclude any liability for death or personal injury resulting from negligence;

19.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;

19.1.3. limit any liabilities in any way that is not permitted under applicable law; or

19.1.4. exclude any liabilities that may not be excluded under applicable law.

19.2. The limitations and exclusions of liability set out in this Clause 19 and elsewhere in these Terms and Conditions:

19.2.1. are subject to Clause 19; and

19.2.2. govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

19.3. Ridgeway shall not be liable to the Customer in respect of:

19.3.1. any losses arising out of a Force Majeure Event;

19.3.2. any loss of profits or anticipated savings;

19.3.3. any loss of revenue or income;

19.3.4. any loss of reputation or goodwill;

19.3.5. any loss of use or production;

19.3.6. any loss of business, contracts or opportunities;

19.3.7. any loss or corruption of any data, database or software;

19.3.8. any special, indirect or consequential loss or damage.

19.4. The aggregate liability of Ridgeway to the Customer under the Contract shall not exceed the greater of:

19.4.1. the total amount paid and payable by the Customer to Ridgeway under the Contract.

20. Force Majeure Event

20.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

21. Termination

21.1. If a Force Majeure Event prevents Ridgeway (acting reasonably) from supplying the Goods or providing the Hardware/Software Services in accordance with the Contract, Ridgeway may terminate the Contract by giving to the Customer written notice of termination, such notice to be given at any time before supply of the Goods or the Hardware/Software Services.

21.2. Either party may terminate the Contract immediately by giving written notice of termination to the other party if the other party commits a material breach of the Contract, and:

21.2.1. the breach is not remediable; or

21.2.2. the breach is remediable but the party in breach fails to remedy that breach within 30 days of that party being notified in writing to do so.

21.3. Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

21.3.1. the other party:

(a) is dissolved;

(b) ceases to conduct all (or substantially all) of its business;

(c) is or becomes unable to pay its debts as they fall due;

(d) is or becomes insolvent or is declared insolvent; or

(e) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

21.3.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

21.3.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract).

21.4 Ridgeway may terminate the Contract immediately by giving written notice to the Customer if:

21.4.1 any amount due to be paid by the Customer to Ridgeway under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

21.4.2 Ridgeway has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 21.3.3.

22 Effects of termination

22.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2, 4, 5, 6.1, 6.2, 6.3, 6.4, 8.2, 8.4, 9, 11, 12, 14.1, 15, 17, 18, 19, 20, 21, 22, 23,24 and 25

22.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

23 Notices

23.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in the Order or otherwise notified to the other party in writing):

23.1.1 sent by email, in which case the recipient must promptly acknowledge receipt by email, and the notice shall be deemed to be received upon receipt by the sender of that acknowledgement; or

23.1.2 delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

23.1.3 sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

24 General

24.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

24.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

24.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

24.4 The Customer hereby agrees that Ridgeway may assign, transfer or otherwise deal with Ridgeway's contractual rights and obligations under these Terms and Conditions.

24.5 Save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of Ridgeway.

24.6 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

24.7 Subject to Clause 19, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.8 These Terms and Conditions shall be governed by and construed in accordance with English law.

24.9 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

25 Interpretation

25.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

25.1.1 that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

25.1.2 any subordinate legislation made under that statute or statutory provision.

25.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

25.3 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.