

NORRIS™

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Credit Application Form

Company Details

Contact Name		Contact Tel.	
Company Name		Company Reg. No.	
Company Address			
		Post Code	

Credit Limit (please note we can only consider credit accounts of minimum £4,000)

Date of Application		Requested Credit Limit	£
Full names of Directors		Date company registered	
Bank Sort code		Bank Account No.	

Invoicing Details

Invoicing Address (if different from above)			
		Post Code	
Other Invoicing Requirements			

Accounts Details

Account Contact		Email Address for Invoices & Statements	
Tel No			

Trade Reference (please complete for 2 trade references)

Company Name		Company Name	
Address		Address	

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Tel No		Tel No	
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No of years trading		No of years trading	
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Norris Portal			
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Please supply email addresses for those who require access to portal for copy tickets, invoices and reports		If waste reports are required for your site please supply the name and email of person they are to be sent to.	
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I understand as a Director of the above stated company, Peter Norris (Haulage) Limited may make a credit reference agency search and consent to such a search being carried out.

I/We (the Applicant Company) make this application to open a credit account with Peter Norris (Haulage) Limited. I/We understand that the credit terms are that payment is due within 30 days of the date of Peter Norris (Haulage) Limited's invoice, and if granted credit, I/We agree to observe the Credit Account terms above.

I/We acknowledge and accept Peter Norris (Haulage) Limited's Terms and Conditions (attached to this credit application form and which can be found at www.norris.co.uk in relation to all goods and / or hired items and / or services ordered and / or provided to the Applicant Company by Peter Norris (Haulage) Limited.

Credit Guarantee - To be completed by the Owner (s) / Director(s) of the Applicant Company applying for credit and who will provide a personal guarantee.

In consideration of you agreeing to provide goods and / or services to the Applicant Company, detailed in (A), on credit, I/We the undersigned, being the Owner(s) / Director(s) of the Applicant Company jointly and severally guarantee payment of all financial obligations of the Applicant Company to Peter Norris (Haulage) Limited and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted from time to time by Peter Norris (Haulage) Limited or its subsidiaries or successors to the Applicant Company following review of the Applicant Company's account

Signed		Position	
Name		Date	

NORRIS™

Terms & Conditions

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.2 "Client" means the organisation or person who purchases Goods or hires Hired Items from the Company as stated on the relevant Company Form or Order.
- 1.3 "Commencement Date" means the date on which the Company issues an Order Confirmation pursuant to clause 4.1 or (if earlier) the Company fulfils the Order.
- 1.4 "Company" means Peter Norris (Haulage) Limited (company number 01047683) with registered office at Tower Bridge House, St Katharine's Way, London, E1W 1DD.
- 1.5 "Company Form" means the Company's credit application form, quotations, Order Confirmation, delivery note or invoice (as the case may be).
- 1.6 "Conditions" means these terms and conditions set out in clause 1 to clause 12 (inclusive).
- 1.7 "Contract" means the contract between the Company and the Client for the sale and purchase of the Goods or the hire of the Hired Items in accordance with the relevant Company Form, Order, Order Confirmation and these Conditions.
- 1.8 "Delivery Date" means the date specified for delivery of an Order in accordance with clause 4.3.
- 1.9 "Delivery Location" means the location for the delivery of the Goods or Hired Items as agreed in writing between the Company and the Client and confirmed in the Order Confirmation;
- 1.10 "Force Majeure Event" events, circumstances or causes beyond a party's reasonable control.
- 1.11 "Goods" means those Goods that form part of this contract, to include Goods parts, components of or materials incorporated in them, as stated in the relevant Order Confirmation.
- 1.12 "Hired Items" means those items provided by the Company to the Customer for hire including but not limited to skips, roll-on-roll-off skips and euro bins;
- 1.13 "Order" an order for the Goods or Hired Items submitted by the Client in accordance with clause 4.
- 1.14 "Order Confirmation" means a written order confirmation document (or order acknowledgement form), sent by the Company to the Client, agreeing to fulfil an Order, or where a call-off or purchase order arrangement is in place between the Company and the Client a verbal confirmation from an employee of the Company agreeing to fulfil an Order.
- 1.15 "Price" means the price for the Goods and rental fees for the Hired Items, as set out in the relevant Order Confirmation issued pursuant to clause 2.3.
- 1.16 "VAT" means value added tax or any equivalent tax chargeable in the UK.

2 BASIS OF THE CONTRACT

- 2.1 This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the date on which the Company has fulfilled the Order, when it shall terminate automatically without notice.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.3 Each Order submitted pursuant to clause 4 shall be deemed to be a separate offer by the Client to buy Goods or hire the Hired Items on the terms of this Contract, which the Company shall be free to accept or decline at its absolute discretion. No Order shall be deemed to be accepted by the Company until it issues an Order Confirmation or (if earlier) the Company fulfils the Order.
- 2.4 The Client waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in the Order or any other documents of the Client where such term is inconsistent with these Conditions. The Company may, at its discretion, accept an amendment to an Order by the Client.

3 THE GOODS, HIRED ITEMS AND QUOTATIONS

- 3.1 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues, website or brochures are produced for the sole purpose of giving an approximate idea of the Goods and the Hired Items described in them. They shall not form part of the Contract or have any contractual force.
- 3.2 Prices quoted by the Company in publications, on the Company's website or in catalogues are subject to alteration or withdrawal without notice.
- 3.3 Any price quoted will be valid for a period of 14 days from the date of quotation or until earlier acceptance by the Client.

- 3.4 Any Quotation made by the Company is an indication given in good faith and shall not become binding on the Company unless subsequently confirmed by the Company in writing pursuant to clause 4.1.

4 ORDER PROCESS

- 4.1 The Client shall place Orders in writing or where a call-off or purchase order arrangement is in place between the Company and the Client, verbally.
- 4.2 Where a verbal Order are received against an existing call-off of purchase order arrangement and such Order causes the pre-agreed value of the call-off or purchase order arrangement to be exceeded, the Company shall not be required to deliver Goods or provide the Hired Items in excess of that pre-agreed value.
- 4.3 After issuing the Order Confirmation, the Company shall as soon as practicable inform the Client of the Company's estimated Delivery Date for the Order.
- 4.4 The Client is responsible for ensuring that Orders and any applicable specification in relation to the Goods or Hired Items are complete, accurate and provided to the Company when an order is placed. The Client shall give the Company all necessary information that the Company reasonably requires to fulfil each Order.

5 DELIVERY

- 5.1 The Company shall ensure that each delivery of Goods or Hired Items is accompanied by a delivery note that shows the order number, and the type and quantity of Goods or Hired Items.
- 5.2 The Company shall use reasonable endeavours to deliver the Goods and the Hired Items to the Delivery Location on the relevant Delivery Date.
- 5.3 Delivery is completed on the completion of unloading of the Goods or Hired Items at the Delivery Location.
- 5.4 Delivery Dates are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of any Goods or Hired Items that is caused by:
- 5.4.1 a Force Majeure Event; or
 - 5.4.2 the Client's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or Hired Items.
- 5.5 If the Company fails to deliver Goods or Hired Items by the relevant Delivery Date, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods or hired items of similar description and quality in the cheapest market available, less the Price of the Goods or Hired Items. The Company shall have no liability for any failure to deliver Goods or Hired Items to the extent that such failure is caused by:
- 5.5.1 a Force Majeure Event; or
 - 5.5.2 the Client's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or Hired Items.
- 5.6 If 10 Business Days after the day on which the Company attempted to make delivery of Goods or Hired the Client has not taken delivery of those Goods, the Company may resell or otherwise make available or dispose of part or all of the Goods or Hired Items and may charge the Client for any shortfall below the Price of the Goods or Hired Items and any reasonable storage and selling costs.
- 5.7 The Company may deliver Orders by instalments, which shall be invoiced and paid for separately. The Client may not cancel an instalment because of any delay in delivery or defect in another instalment.
- 5.8 The Client shall provide the Company with access to the Delivery Location in order to allow delivery of the Goods or Hired Items. If access is not available at the time of delivery, the Company is entitled to charge the Client any additional costs incurred by the Company in re-delivering the Goods or Hired Items to the Delivery Location or such other place as may be reasonably requested by the Client and agreed by the Company. Whilst the Company will exercise reasonable skill and care in making any delivery, the Company accepts no liability for any damage to property including driveways, drains, pavements and walls.
- 5.9 Any claim by the Client arising from any defect in the quality or condition of the Goods or Hired Items or their failure to correspond to the agreed specification shall be notified to the Company by the Client in writing within 24 hours of Delivery.

6 QUALITY AND FITNESS FOR PURPOSE

- 6.1 The Company warrants that, for a period of 24 hours from the date of delivery (warranty period), the Goods shall:
- 6.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 6.1.2 be fit for any purpose held out by the Company (and for the avoidance of doubt the Goods will only be required to meet a particular specification or certification where the Company expressly refers to such specification or certification in writing in the Contract),
- and the parties agree such warranty period is reasonable and appropriate given the nature of the Goods and the potential for the Goods to become contaminated immediately once delivered to the Delivery Location.
- 6.2 In relation to any Hired Items delivered by the Company the Customer accepts the condition of those Hired Items as delivered and indicates that acceptance by signing a delivery note (if any).
- 6.3 Subject to clause 6.4, if:

- 6.3.1 the Client gives notice in writing to the Company, within 24 hours of delivery, that some or all of the Goods do not comply with the warranties set out in clause 6.1 or that the Hire Items are damaged (other than due to the acts or omissions of the Client); and
 - 6.3.2 the Company is given a reasonable opportunity of examining such Goods or Hired Items; and
 - 6.3.3 in respect of Goods the Client (if asked to do so by the Company) returns such Goods to the Company's place of business at the Client's cost,
- the Company shall, at its option, repair or replace any Goods or Hired Items that are found to be defective, or refund the price of such defective Goods or Hired Items in full.
- 6.4 The Company shall not be liable for Goods' failure to comply with the warranties set out in clause 6.1 if:
 - 6.4.1 the Client makes any further use of such Goods after giving notice of defects in accordance with clause 6.3;
 - 6.4.2 the defect arises because the Client failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 6.4.3 the defect arises as a result of the Company following any specification supplied by the Client;
 - 6.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.4.5 the Goods differ from their description or any specification provided by the Client at the time the Order was placed as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - 6.5 The Company's only liability to the Client if the Goods fail to comply with the warranties set out in clause 6.1 or if the Hired Items are damaged on delivery or otherwise materially unsuitable is as set out in this clause 6.
 - 6.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 and 10A of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
 - 6.7 The terms of the Contract shall apply to any repaired or replacement Goods or Hired Items supplied by the Company.

7 TITLE AND RISK

- 7.1 Risk in Goods and Hired Items shall pass to the Client on completion of unloading the Goods or Hired Items at the Delivery Location.
- 7.2 Title to Goods shall only pass to the Client once the Company receives payment in full (in cash or cleared funds) for them. Title to the Hired Items shall remain with the Company at all times.
- 7.3 Until title to the Goods has passed to the Client, and in respect of the Hired Items from the date of delivery until the date they are collected by the Company, the Client shall:
 - 7.3.1 store the Goods and Hired Items separately from all other goods held by the Client so that they remain readily identifiable as the Company's property;
 - 7.3.2 maintain the Goods and Hired Items in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.3 notify the Company immediately if it becomes subject to any of the events listed in clause 10.1.2; and
 - 7.3.4 give the Company such information as the Company may reasonably require from time to time relating to:
 - 7.3.4.1 the Goods or Hired Items; and
 - 7.3.4.2 the ongoing financial position of the Client.
- 7.4 The Company may recover Hired Items and any Goods in which title has not passed to the Client. The Client irrevocably licenses the Company, its officers, employees and agents, to enter any premises of the Client (including with vehicles), in order to satisfy itself that the Client is complying with the obligations in clause 7.3, and to recover Hired Items and any Goods in which property has not passed to the Client.
- 7.5 In the event of theft of or material damage to any Hired Item the Client shall be liable for:
 - 7.5.1 the cost of repair or new replacement (as the case may be) at the full market value of that Hired Item; and
 - 7.5.2 the loss of any hiring fees that the Company is unable to earn due to the unavailability of that Hired Item.

8 PRICE AND PAYMENT

- 8.1 The Client shall pay for Goods and Hired Items in accordance with this clause 8.
- 8.2 The Price excludes amounts in respect of VAT, which the Client shall additionally be liable to pay to the Company at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.
- 8.3 The Company may invoice the Client for the Price of Goods and Hired Items plus VAT at the prevailing rate (if applicable) on or at any time after the Company has issued an Order Confirmation. The Company shall ensure that the invoice includes (as relevant) the date of the Order, the invoice number, the relevant order number, the Company's VAT registration number, and any supporting documentation that the Client may reasonably require.
- 8.4 Notwithstanding clause 8.11, the Client shall pay invoices in full in cleared funds within 30 days of the invoice date. Payment shall be made to the bank account nominated in writing by the Company.
- 8.5 If the Client fails to make any payment due to the Company under the Contract by the due date for payment, then, without limiting the Company's remedies under clause 10:
 - 8.5.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the rate proscribed by the Late Payment of Commercial

Debts (interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (currently a rate of 8% per annum above the Bank of England 'reference' rate);

- 8.5.2 the Company may suspend all further deliveries of Goods or Hired Items until payment has been made in full;
 - 8.5.3 the Company may recover Goods pursuant to clause 7.4 and recover any costs or losses the Company suffers as a result of contamination of its Goods from the Client in full; and
 - 8.5.4 the Company may recover Hired Items pursuant to clause 7.4 and upon recovery may leave any waste or other material then contained within any Hired Item at the location from where the Hired Item is recovered.
- 8.6 The Price excludes the cost of the Company handling, storing, treating or disposing of any contaminated waste (including but not limited to hazardous substances such as asbestos). If the Client places any such contaminated waste into the Hired Items or any Goods recovered pursuant to clause 8.5.3 have become contaminated while risk in the same has passed to the Client, the Company may, without limiting the Company's remedies under clause 10, leave such contaminated items at (or return them to) the Delivery Location and recover from the Client in full the costs incurred by the Company in handling, storing, treating or disposing of such contaminated items and replacing any contaminated Goods or Hired Items.
- 8.7 All amounts due under this Contract from the Client to the Company shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Company may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Company to the Client.
- 8.8 In the event that the Client's procedures require that an invoice be submitted against a purchase order so that payment can be processed, the Client shall be responsible for issuing such purchase orders before the Delivery Date.
- 8.9 The Client shall reimburse the Company for all legal costs incurred by the Company in connection with any legal proceedings taken by the Company against the Client to recover sums outstanding under this Contract.
- 8.10 All invoices submitted by the Company shall be treated as agreed and undisputed unless the Client notifies the Company of any discrepancies within 14 days of the date of the invoice.
- 8.11 The Company may, at its discretion, assign each Client eligible for a credit account with a credit limit. In the event the aggregate value outstanding from the Client exceeds this limit:
- 8.11.1 the Client shall pay interest on the excess sum from the date the limit was exceeded until payment is made to bring the value outstanding under the assigned credit limit. Interest under this clause will accrue each day at the rate proscribed by the Late Payment of Commercial Debts (interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (currently a rate of 8% per annum above the Bank of England 'reference' rate); and
 - 8.11.2 the Company may suspend all further deliveries of Goods and Hired Items until payment has been made to bring the value outstanding under the assigned credit limit.

9 Limitation of liability

- 9.1 The Company has obtained insurance cover in respect of certain aspects its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess liability.
- 9.2 Nothing in this Contract shall limit or exclude the Company's liability for:
- 9.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.2.2 fraud or fraudulent misrepresentation;
 - 9.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 9.2.4 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 9.3 Subject to clause 9.2:
- 9.3.1 the Company shall not be liable to the Client, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 9.3.2 the Company's total liability to the Client for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed one hundred percent (100%) of the total sums paid and/or payable by the Client for Goods or Hired Items under the Contract.

10 Termination

- 10.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 10.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 10.1.2 the other party takes 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;

- 10.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.
- 10.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 10.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 10.4 Clauses 1, 3.1, 6 8.4, 8.5, 8.6 8.9, 8.11, 9, 10.3, 10.4, 12.1, 12.4, 12.5, 12.6, 12.7, 12.9, 12.10 and 12.11 shall remain in full force and effect after termination or expiry of this Contract along with any other provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination.

11 ALTERATIONS TO THE CONTRACT

- 11.1 No alterations to this Contract shall be valid unless agreed in writing by a Director of the Company.
- 11.2 Where the Company gives written notice to the Client agreeing to alter the terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Company by notice in writing whether or not it wishes the alterations to proceed. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12 GENERAL

12.1 Interpretation

- 12.1.1 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 12.1.2 Any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 12.1.3 A reference to writing or written includes fax and emails.

12.2 Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

12.3 Assignment and other dealings

- 12.3.1 The Client shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company (not to be unreasonably withheld or delayed).
- 12.3.2 The Company may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

12.4 Confidentiality

- 12.4.1 Each party undertakes that it shall not at any time during this Contract, and for a period of two years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.4.2.
- 12.4.2 Each party may disclose the other party's confidential information:
 - 12.4.2.1 to its employees, officers, representatives, contractors, sub-contractors 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 this Contract. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.4; and
 - 12.4.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.4.3 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 this Contract.

12.5 Entire agreement

- 12.5.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

12.6 Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices

12.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by hand, or sent by pre-paid first class post or other next working day delivery service, fax or email.

12.8.2 A notice or other communication shall be deemed to have been received: if delivered by hand, when left at the address referred in clause 12.8.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by fax or email, one Business Day after transmission.

12.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.9 Third party rights

No one other than a party to this Contract shall have any right to enforce any of its terms.

12.10 Governing law

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England.

12.11 Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.