

New Account Application Form

PLEASE USE BLOCK CAPITALS AND COMPLETE ALL PAGES

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If you would like to open a trade account please complete this online form and submit. A member of our team will review your application, we aim to get back to you within 24 hours.

You can edit this form in Acrobat Reader or similar, save the edited version and email it to us at sales@hallishudson.com
OR you can print this form out, fill in by hand and return the form to us by post.

Once we receive your completed form, we will be in touch to finalise the details.

Thank you.

NAME OF BUSINESS (trading style in full)

Business Website Address :

Are you* (tick as appropriate) :

Limited Company
(please complete Section 2)

Partnership
(please complete Section 3)

Sole Trader
(please complete Section 3)

SECTION 2 - LIMITED COMPANY

Reg. No :

Registered Company Name :

Northern Ireland and EU Member States please provide VAT number :
(we are unable to ship goods without this number)

SECTION 3 - PARTNERSHIP OR SOLE TRADER

Name of Partner or Sole Trader :

Name of Second Partner or Sole Trader :

Home Address :

Home Address :

Tel :

Tel :

Mobile :

Mobile :

Email :

Email :

Date of Birth :

Date of Birth :

CORRESPONDENCE ADDRESS

Address:

Tel :

Mobile :

Email :

Delivery Address (if different from above):

Which address is best for business meetings or sales visits?

Correspondence address

Delivery address

New Account Application Form continued

CONTACTS

BUYER CONTACT DETAILS

Name :
Tel :
Email :

ACCOUNT CONTACT DETAILS

Name :
Tel :
Email :

ADDITIONAL CONTACTS

Invoice Email :
Statement Email :
Order Confirmation Email :
Quotation Email :

PRODUCT INFORMATION AND MARKETING MATERIALS

We would like to keep you up to date with Product launches and important updates by email. If you are happy to receive these emails, please advise the best email address to use:

Product info Email :

Once your account facilities are set up, you will be included on our mailing list to receive relevant information. These updates may be by post or email, if you have provided us with an email address. You may opt out of email communications at any time by unsubscribing.

ONLINE WEB ACCOUNT

The easiest way to shop with us is online at hallishudson.com. A web account will be created for you on completion of your application. Please advise the email address you would like to assign to your webshop account:

Online Web Account Email :

Once your account has been created you will receive an automatic email asking you to create/reset your password.

TRADE REFERENCES

Name :	Name :
Tel :	Tel :
Email :	Email :

CREDIT CHECK

We will make a credit check with a credit reference agency, which we will keep a record of and we may share the information with other businesses. We may also make enquiries about the principle directors with a credit reference agency.

RECOMMEND A FRIEND

Were you recommended by a friend? If so, please include your friends business name and Hallis account number if known, so we can ensure you both receive your reward.

Once your referral has been verified and your account opened, we'll credit a reward to your account.

Your friends details :

New Account Application Form continued



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PLEASE SIGN

Please sign below that the details given are correct and you have received a copy of, and duly accept our terms and conditions (attached). We draw particular attention to clause 4, retention of title. Our payment terms are the 15th of the month following delivery (i.e., goods delivered in January are due for payment on the 15th February). Please note that any details omitted from this form may delay processing.

SIGNATURE

Signed :
Date :
Status :

SECOND PARTNER (if applicable)

Signed :
Date :
Status :

By signing above, either by typing name in the box or with an actual signature, applicant shows agreement and consent to opening an account.

Please complete and return by the following options:

Email: sales@hallishudson.com

Or post to:

HALLIS HUDSON GROUP LTD
UNIT C34 REDSCAR BUSINESS PARK
LONGRIDGE ROAD
PRESTON
LANCASHIRE
PR2 5NN

TERMS AND CONDITIONS

Please ensure you read our terms and conditions on the following pages

I have read and agree to the Terms and Conditions.

Terms and Conditions

1. BASIS OF CONTRACT

1.1 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. The Order shall only be deemed to be accepted when Hallis Hudson issues written or verbal acceptance of the Order or begins to actively fulfil the Order at which point, and on which date the Contract shall come into existence ("Commencement Date"). Any Orders for Bespoke Goods must be made in writing and will not be accepted by telephone.

1.2 Any samples, drawings, descriptive matter or advertising issued by Hallis Hudson and any descriptions or illustrations of the Goods contained in Hallis Hudson's catalogues, website or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Images of the Goods on the Hallis Hudson website are for illustrative purposes only. Hallis Hudson cannot guarantee that devices display of colours accurately reflects the colours of the Goods.

1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by Hallis Hudson and any prices stated in any brochure price list, catalogue or the website shall not constitute an offer, and is only an indication which must be confirmed by Hallis Hudson.

1.4 The Customer warrants that it is purchasing the Goods in the course of its business and is not a consumer as defined in the Consumer Rights Act 2015.

2. GOODS AND BESPOKE GOODS

2.1 The Goods are described in Hallis Hudson's catalogue or website as modified by any applicable Bespoke Goods Specification. The Customer is fully responsible for ensuring that its Order and all measurements, diagrams, dimensions and all other content or information included in the Bespoke Goods Specification is complete and accurate and Hallis Hudson shall have no liability in respect thereof. Hallis Hudson reserves the right to amend the Bespoke Goods Specification if required by any applicable statutory or regulatory requirement, and Hallis Hudson shall use reasonable endeavours to notify the Customer in any such event.

2.2 Where Bespoke Goods are to be manufactured, the Customer shall indemnify Hallis Hudson 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 professional costs and expenses) suffered or incurred by Hallis Hudson arising out of or in connection with any claim made against Hallis Hudson for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Hallis Hudson's use of the Bespoke Goods Specification. This clause 2.2 shall survive termination of the Contract.

2.3 Hallis Hudson and its licensors (as applicable) shall retain ownership of all Intellectual Property Rights in the Goods, unless the parties have otherwise agreed in writing that the Customer shall acquire certain Intellectual Property Rights in the Bespoke Goods.

3. DELIVERY OF GOODS

3.1 Subject to clause 3.2 and clause 9, provided that the Order is validly placed and received by Hallis Hudson before 1800 (GMT/ BST) Hallis Hudson shall use reasonable endeavours to dispatch the Goods (excluding Bespoke Goods) on the same Business Day for delivery on the following Business Day (excluding any half-day closing days or non-working days of the Customer).

3.2 Hallis Hudson shall not be required to comply with its obligations under clause 3.1 where:

- (a) the Goods are out of stock or have been discontinued, in which case, the Customer shall be notified of this during the Order process;
- (b) the Goods comprise or include Bespoke Goods, in which case Hallis Hudson shall dispatch the Bespoke Goods for delivery on the date confirmed by Hallis Hudson in writing on or following acceptance by Hallis Hudson of the Order and Bespoke Goods Specification (unless Hallis Hudson notifies the Customer otherwise during the Order process);
- (c) the Customer has failed to provide accurate or adequate delivery instructions; or
- (d) delivery is to a location outside of the UK mainland, in which case the expected delivery periods are set out on Hallis Hudson's website at www.hallisudson.com/service/delivery.html.

3.3 The Customer agrees, acknowledges and accepts that Hallis Hudson uses a courier service for delivery of the Goods and accordingly cannot guarantee that delivery will be made on the date expected. The Customer agrees to use its best endeavours to mitigate any losses which may be incurred by any late delivery including but not limited to by:

- (a) not booking any fitters or other third parties in connection with the delivery, installation or fitting of the Goods until such time as the Goods have actually been received and inspected; and
- (b) not arranging to close or delay the opening of any premises for the purposes of such delivery, installation or fitting of the Goods until such time as the Goods have actually been received and inspected.

3.4 Hallis Hudson is able to deliver to certain countries outside of the United Kingdom ("International Delivery Location"). However, there may be restrictions on certain Goods for certain countries, so the Customer must contact Hallis Hudson before ordering Goods for delivery to any International Delivery Location to check whether Hallis Hudson is able to deliver to the Customer's preferred country or location.

3.5 The Customer shall be responsible for payment of any import duties and taxes which are applied when the Goods reach the International Delivery Location. Hallis Hudson has no control over these charges and cannot predict their amount. The Customer shall be responsible for ascertaining the amounts of any such import duties and taxes and for payment of the same.

3.6 The Customer shall be responsible for complying with all applicable laws and regulations in the relevant International Delivery Location. Hallis Hudson does not warrant or guarantee that the Goods or their sale, delivery, labelling and/ or packaging will be compliant with any international laws applicable in any International Delivery Location, and will not be liable for any breach of such laws by the Customer or in relation to the Goods, their sale, delivery, labelling and/ or packaging.

3.7 Unless Hallis Hudson agrees that the Customer may collect the Goods, Hallis Hudson shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after Hallis Hudson notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.

3.8 Hallis Hudson shall have no liability for any failure to deliver the Goods (or any part of an Order) to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Hallis Hudson with adequate delivery instructions for the Goods, any relevant instruction related to the supply of the Goods or any other Customer default.

3.9 Subject to clause 3.8

(a) where Hallis Hudson has agreed to deliver Goods in accordance with clause 3.1, if Hallis Hudson fails to deliver the Goods on the agreed date, the Customer shall notify Hallis Hudson by telephone or fax by 4pm on the Business Day following the day upon which delivery of the Goods was due to claim for compensation. Compensation shall be limited to a maximum of

£7.20 (seven pounds and twenty pence) which the parties agree reflects a fair and reasonable compensation for the delay. Compensation shall be given to the Customer by way of a credit note which shall be raised by Hallis Hudson to the Customer's account. Hallis Hudson's liability for a failure to deliver on the agreed date shall be limited to the compensation detailed in this clause;

(b) in respect of any deficient delivery or missing Goods subject to an Order, the Customer shall notify Hallis Hudson by telephone within 24 hours of the date upon which part of the Order was delivered ("Notification Date") and shall confirm such non delivery in writing within 3 days of the Notification Date. Hallis Hudson's liability for a failure to deliver all of the Goods subject to an Order shall be limited to providing such missing Goods to the Customer as soon as reasonably practicable; and

(c) in respect of any non-delivery of an Order at all, the Customer shall notify Hallis Hudson of such missing Order within 7 days of the invoice date and Hallis Hudson's liability shall be to provide the Goods under such missing Order as soon as reasonably practicable.

3.10 If Hallis Hudson is unable to provide the missing Goods under clause 3.9(b) or 3.9(c), its liability

shall be limited to the reasonable and proportionate costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.11 If the Customer fails to notify Hallis Hudson in accordance with clause 3.9, the Goods shall be deemed to have been delivered in accordance with the terms of the Contract and Hallis Hudson shall have no liability in respect thereof.

3.12 If the Customer fails to take delivery of the Goods within three (3) Business Days of Hallis Hudson attempting delivery, then except where such failure or delay is caused by a Force Majeure Event or by Hallis Hudson's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Hallis Hudson notified the Customer that the Goods were ready; and

(b) Hallis Hudson shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

3.13 If ten (10) Business Days after Hallis Hudson notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Hallis Hudson may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. Hallis Hudson may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.14 Hallis Hudson may (in its sole discretion) permit the Customer to return Goods after delivery provided always that:

- (a) the Goods have not been removed from their packaging or in any way handled, modified or installed (such that they are no longer in a saleable condition (in the opinion of Hallis Hudson));
- (b) the Goods are not Bespoke Goods;
- (c) the Goods are returned to Hallis Hudson at the Customer's cost within 30 days of delivery; and
- (d) the Customer pays to Hallis Hudson a restocking fee of the higher of £18 and 18% of the total price of the Goods being returned.

4. QUALITY OF GOODS

4.1 Hallis Hudson warrants that on delivery, the Goods shall conform in all material respects with their description and any applicable Bespoke Goods Specification, be free from material defects in design, material and workmanship; be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for the purpose held out by Hallis Hudson.

4.2 Subject to clause 4.3, Hallis Hudson shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if the Customer gives notice in writing within fourteen (14) days of delivery in respect of a defect that is apparent on visual inspection that some or all of the Goods do not comply with the warranty set out in clause 4.1. Hallis Hudson is given a reasonable opportunity of examining such Goods, and the Customer (if asked to do so by Hallis Hudson) returns such Goods to Hallis Hudson's place of business at the Customer's cost. Hallis Hudson shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2, the defect arises because the Customer failed to follow Hallis Hudson's oral or written instructions as to the storage, installation, commissioning, cleaning, use or maintenance of the Goods or (if there are none) good trade practice, the defect arises as a result of Hallis Hudson following any drawing, design or Bespoke Goods Specification supplied by the Customer, the Customer alters or repairs such Goods without the written consent of Hallis Hudson, the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions, the Goods differ from their description or the Bespoke Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards. Except as provided in this clause 4, Hallis Hudson shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Hallis Hudson.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on completion of delivery (or deemed delivery).

5.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) Hallis Hudson receives payment in full (in cash or cleared funds) for the Goods and any other goods that Hallis Hudson has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Hallis Hudson's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Hallis Hudson's behalf from the date of delivery;
- (d) notify Hallis Hudson immediately if it becomes subject to any of the events detailed in clause 7.1(b) to 7.1(d); and
- (e) give Hallis Hudson such information relating to the Goods as Hallis Hudson may require from time to time.

5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Hallis Hudson receives payment for the Goods. However, if the Customer resells the Goods before that time, it does so as principal and not as Hallis Hudson's agent and title to the Goods shall pass from Hallis Hudson to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events detailed in clause 7.1(b) to 7.1(d), then, without limiting any other right or remedy Hallis Hudson may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) Hallis Hudson may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. CHARGES AND PAYMENT

6.1 The price for Goods:

- (a) shall be the price set out in the Order (as agreed by Hallis Hudson) or, if no price is quoted, the price set out in Hallis Hudson's published price list as at the date of delivery; and
- (b) shall be exclusive of all costs and charges of delivery of the Goods, which shall be invoiced to the Customer.

6.2 The Customer shall also be required to pay the Small Order Charge where the Order is of a value which is less than the then current Minimum Order Value.

6.3 Hallis Hudson reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Hallis Hudson that is due to:

- (a) any factor beyond the control of Hallis Hudson (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Bespoke Goods Specification; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Hallis Hudson adequate or accurate information or instructions in respect of the Goods.

Terms and Conditions continued

- 6.4 Hallis Hudson shall invoice the Customer on or at any time after the Order has been accepted by Hallis Hudson. The Customer shall pay each invoice submitted by Hallis Hudson:
- (a) no later than the 15th day of the month following the month in which the invoice is dated, or in accordance with any credit terms agreed by Hallis Hudson and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by Hallis Hudson, and time for payment shall be of the essence of the Contract.
- 6.5 Where the Customer is making payment by way of credit or debit card, it warrants that it shall not use a Non-Commercial Card as defined in the Interchange Fee Regulation 2015 and Hallis Hudson shall not be liable for any interchange fees or other amounts claimed by the Customer by virtue of the Customer using a Non-Commercial Card.
- 6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Hallis Hudson to the Customer, the Customer shall, on receipt of a valid VAT invoice from Hallis Hudson, pay to Hallis Hudson such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 6.7 If the Customer fails to make a payment due to Hallis Hudson under the Contract by the due date, then, without limiting Hallis Hudson's statutory or other rights, the Customer 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 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The Customer shall also reimburse in full, all costs (including legal and other professional fees) incurred by Hallis Hudson in recovering the overdue amount.
- 6.8 All amounts due under the Contract 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).
7. TERMINATION
- 7.1 Without limiting its other rights or remedies, Hallis Hudson may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- (b) the Customer 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), 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in Hallis Hudson's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.2 Without limiting its other rights or remedies, Hallis Hudson may suspend provision of the Goods under the Contract or any other contract between the Customer and Hallis Hudson if the Customer becomes subject to any of the events listed in clause 7.1(a) to clause 7.1(d), or Hallis Hudson reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 7.3 Without limiting its other rights or remedies, Hallis Hudson may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 7.4 On termination of the Contract for any reason the Customer shall immediately pay to Hallis Hudson all of Hallis Hudson's outstanding unpaid invoices and interest notwithstanding any agreed credit terms.
- 7.5 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 that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
8. LIMITATION OF LIABILITY
- 8.1 Nothing in these Conditions shall limit or exclude Hallis Hudson's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its 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.
- 8.2 Subject to clause 8.2:
- (a) Hallis Hudson shall under no circumstances whatsoever be liable to the Customer, 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 the Contract; and
- (b) Hallis Hudson's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 200% of the price of the Goods.
- 8.3 This clause 8 shall survive termination of the Contract.
9. FORCE MAJEURE
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
10. TELEPHONE CALLS
- Hallis Hudson may record telephone calls for training and quality assessment purposes. For full details of how Hallis Hudson protects the privacy of its Customers, please see the Hallis Hudson Privacy Policy which can be found at <http://www.hallishudson.com/privacy-policy>.html.
11. GENERAL
- 11.1 Assignment and other dealings
- (a) Hallis Hudson may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 11.2 Notices
- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), sent by fax to its main fax number or sent by email to the address specified or used by the other party.
- (b) Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, 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 at the time recorded by the delivery service, if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (b), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 11.3 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.
- 11.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 11.6 Entire agreement. The 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. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 11.7 Third party's rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 11.9 Governing law and Jurisdiction. The 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 and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
12. INTERPRETATION
- The following definitions and rules of interpretation apply in this agreement.
- 12.1 Definitions:
- | | |
|--------------------------------|---|
| "Bespoke Goods" | any Goods that are to be manufactured in accordance with the Bespoke Goods Specification supplied by the Customer. |
| "Bespoke Goods Specification" | any specification for the Bespoke Goods, including any relevant plans or drawings, which is agreed in writing by the Customer and Hallis Hudson. |
| "Business Day" | a day other than a Saturday, Sunday or public holiday in England, when UK clearing banks in the city of London are open for general business. |
| "Commencement Date" | has the meaning given in clause 1.1. |
| "Conditions" | these terms and conditions as amended from time to time in accordance with clause 10.8. |
| "Contract" | the contract between Hallis Hudson and the Customer for the supply of Goods and/or Services in accordance with these Conditions. |
| "Customer" | the person or firm who purchases the Goods and/or Services from Hallis Hudson. |
| "Data Protection Legislation" | up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. |
| "Delivery Location" | has the meaning given in clause 3.1. |
| "Force Majeure Event" | has the meaning given to it in clause 9. |
| "GDPR" | General Data Protection Regulation ((EU) 2016/679). |
| "Goods" | the goods (or any part of them) set out in the Order including Bespoke Goods (where applicable). |
| "Hallis Hudson" | Hallis Hudson Group Limited registered in England and Wales with company number 01290285. |
| "Intellectual Property Rights" | patents, rights to Inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| "Minimum Order Value" | the minimum order value as determined by Hallis Hudson from time to time and notified to the Customer on the website order pages, by email or by telephone prior to the Contract being formed. |
| "Order" | the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, email, online, order via the Hallis Hudson Webshop or the Customer's written or telephone acceptance of Hallis Hudson's quotation, or overleaf, as the case may be. |
| "Small Order Charge" | the charge payable by the Customer for any Order which is for any Order which is for an amount below the Minimum Order Value. |
- 12.2 Interpretation:
- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following 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.
- (e) A reference to writing or written includes email and fax.