

To be completed by the Regional Sales Manager

Submitted By		Linked Accounts		Web Ordering	Yes / No	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Date		Date Effective		Old A/C number			
Section A							
Company Details: Fields marked by * are mandatory or your application may be delayed				Pharmacy Trading Address (For additional Pharmacy/Branches, please fill in section B)			
Company Registration Number*		Trading Name*					
Company Registered name*		Address Line 1*					
VAT Number*		Address Line 2					
Pharmacist Name*		Postcode*					
Business Name on NHS license*		Telephone No.*		Fax No.*			
Buying Group*		Payment Contact No.*		Contact Name*			
Date Business Commenced		Email Address*					
GPHC Premises No*		CD License No.*		WDL No*			
Director / Partner /Sole Trader*(mandatory)							
Name*		Name*					
Home Address*		Home Address*					
Town*		Town*					
Post Code*		Post Code*					
Trade references (Please provide TWO)*							
Company Name		Company Name					
Telephone No./ Email Id		Telephone No./ Email Id					
Contact Person		Contact Person					
Pharmacy status* (Please tick as appropriate)		Pharmacy Type* (tick all that apply)		Other info.			
Sole trader	<input type="checkbox"/>	Pharmacy	<input type="checkbox"/>	Direct Debit (mandatory)	Yes		
Partnership	<input type="checkbox"/>	Dispensing Doctor	<input type="checkbox"/>	Do you factor NHS Income*	Yes / No <input type="checkbox"/>		
Private Limited Company	<input type="checkbox"/>	100 Hrs Pharmacy	<input type="checkbox"/>	E- Statements (mandatory)	Yes		
Public Limited Company	<input type="checkbox"/>	Wholesaler	<input type="checkbox"/>	Estimated Monthly Purchases from B&S*			
Limited Liability Partnership	<input type="checkbox"/>	Online Pharmacy	<input type="checkbox"/>	Credit Limit Request			
Other (Please Specify)				Payment Term			



A Company director or partner must complete the section below:

Declaration:

I am authorised to apply to open an account with Laxmico Ltd and I confirm that the information contained in this account application is accurate and correct. I confirm that I have read and accept the terms & conditions of sale. I understand that all orders will be placed on those terms (or any terms later adopted by Laxmico Ltd and notified in writing). I/we agree that all contracts made with Laxmico Ltd will be governed by your terms and conditions in force from time to time.

We will use your data to

- comply with laws and regulations for the supply of pharmaceutical products
- Form a trading relationship with you which will entail, amongst other things forming a credit opinion
- keep accounting records of the transactions with you

Proprietor's / Director's Signature*:		Name		Date:
Signed in the presence of B&S Group Representative:		Representative Name		Date:

Note: In case of additional pharmacy/branch address, please fill section B located on page 4.

For B&S Group use Only

Approved By:	
Opened By:	
Date on IFS:	
Route Number:	
Approved Credit limit:	
Credit Safe limit:	
A/C Number:	
Reason for rejection:	

Section B - Additional Pharmacy trading address

You must complete section A, adding additional pharmacy/branch addresses as required

Additional Trading Address		Additional Trading Address	
Trading Name:		Trading Name:	
Trading Address: (Including Postcode)		Trading Address: (Including Postcode)	
Business Telephone Number: (If different to Section A)		Business Telephone Number: (If different to Section A)	
Business Email Number: (If different to Section A)		Business Email Number: (If different to Section A)	
Pharmacy premises registration number:		Pharmacy premises registration number:	
Wholesale Dealers Authority Number: (if applicable)		Wholesale Dealers Authority Number: (if applicable)	
Copy of WDA supplied (if applicable)	<input type="checkbox"/>	Copy of WDA supplied (if applicable)	<input type="checkbox"/>

Additional Trading Address		Additional Trading Address	
Trading Name:		Trading Name:	
Trading Address: (Including Postcode)		Trading Address: (Including Postcode)	
Business Telephone Number: (If different to Section A)		Business Telephone Number: (If different to Section A)	
Business Email Number: (If different to Section A)		Business Email Number: (If different to Section A)	
Pharmacy premises registration number:		Pharmacy premises registration number:	
Wholesale Dealers Authority Number: (if applicable)		Wholesale Dealers Authority Number: (if applicable)	
Copy of WDA supplied (if applicable)	<input type="checkbox"/>	Copy of WDA supplied (if applicable)	<input type="checkbox"/>

This page has been left blank intentionally

These terms and conditions apply to the sale and supply of goods and services by Laxmico Limited

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Buyer: the person, firm, or company (or other corporate body) who purchases the Goods from the Seller.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.7.

Contract: the contract between the Seller and the Buyer for the supply of Goods and services (where applicable) in accordance with these Conditions.

Contract Price: the price of the Goods invoiced by the Seller to the Buyer.

Force Majeure Event: has the meaning given to it in clause 14.1.

Goods: the goods (or any part of them) that are the subject of an Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Buyer's order for the supply of Goods or services

Seller: As the context of the Contract determines the Seller shall be either Laxmico Limited (CRN: 06883630) t/a B&S Distribution **OR** Syri Limited (CRN: 03446400) t/a Thame Laboratories or B&S Group.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods from the Seller in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted when the Seller agrees to supply the Goods that are the subject of the Order, at which point and on which date the Contract shall come into existence.

Clauses 2.3 and 2.4 are specific to sales made online

2.3 After you place an order, you will receive an on-screen notice acknowledging that we have received your order and access to our system that enables you to track the progress of your order. Acceptance of your order is at the time of the acknowledgement which is subject to the variation (if relevant) contained at clause 2.4.

2.4 If we are unable to supply you with Goods, for example because that Good is no longer in stock, is unavailable, or because of an error on our site, we will inform you of this by e mail and we will only process part of your order.

2.5 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.6 Any samples, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.7 These Conditions apply to the Contract to the exclusion of all and any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8 The Seller may from time to time engage a credit reference agent to conduct a credit check against the Buyer; in the event of a negative search result, the Seller may request the Buyer enter into a form of security with the Seller, or reduce or terminate the credit facilities offered by it to the Buyer.

2.9 Should the Buyer cancel an Order, the Seller shall be entitled to levy a cancellation charge upon the Buyer in the sum of £45 to cover its reasonable administration costs and any loss of revenue associated with loss of orders as a result of the Goods being unavailable for sale to other customers.

2.10 All Orders (other than those provided for in Clause 2.11) are subject to a minimum order value of £50; any Order made below this threshold may, at the Seller's discretion, attract a £10 administration charge.

2.11 Orders made in and for delivery in Ireland are subject to a minimum order value of €250. Acceptance of Orders below this order value is at the discretion of the Seller.

3. GOODS

3.1 The Goods are referenced by specific types, names, brands or descriptions that are commonplace in the medical and pharmaceutical industry, and may occasionally be described in a catalogue produced by the Seller from time to time.

3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller 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 and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

3.4 The Seller is unable to advise the Buyer on the fitness of the Goods for any particular purpose, their storage or application. Unless the Seller gives written advice or a written recommendation, the Buyer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.

3.5 The Seller reserves the right to amend the specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 The Seller shall ensure that each delivery of the Goods is accompanied by a delivery note.

4.2 The Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location")

4.3 Where the Goods are delivered by the Seller, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any claims by the Buyer in respect of alleged shortage or damage or loss in transit must be notified to the Seller within 24 hours of delivery and confirmed in writing within three days of delivery taking place. Any evident damage to external packaging must be the subject of an endorsement on the Seller's delivery note at the time of delivery. No claim can be made by the Buyer under this clause if an acceptance notes relating to the Goods has been signed by the Buyer or his agent or employee without reference to the alleged damage, shortage or loss in transit.

4.5 Any dates quoted for delivery of the Goods are approximate only however, if Orders are made before 1900 hours (or 1700 hours in the case of sales by Laxmico Limited) the Seller shall endeavour to ensure that delivery is made the next day (save in circumstances where such a day is not a Business Day (other than a Saturday) when delivery will take place on the next Business Day. The time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If delivery cannot be made due to the fault of the Buyer, the Goods shall be returned to the Seller who shall be entitled to re sell them. In circumstances where the Goods have been made to a specification the Seller and the Buyer shall agree another date for the delivery of the Goods however nothing in this clause shall remove any obligation on the Buyer to make payment in accordance with clause 9.

- 4.8 The Seller 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 Buyer to cancel any other instalment.
- 4.9 The Seller shall be under no obligation to make any delivery of Goods (including delivery of incomplete Orders) to the Buyer if the Buyer is in breach of any of these Conditions.
- 5. SHORT DATED STOCK AND QUALITY OF GOODS**
- 5.1 The Seller occasionally sells Goods that are close to their expiry date. It is the sole responsibility of the Buyer to ensure that all precautions are taken when selling such Goods to third parties. The Buyer hereby acknowledges its duty of care to third parties in these circumstances.
- 5.2 The Seller warrants that on delivery the Goods shall: (a) be as described in any catalogue provided by the Seller from time to time or in any specification as appropriate and (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.3 Subject to clause 5.4 if: (a) the Buyer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.2; (b) the Seller is given a reasonable opportunity of examining such Goods; and (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business, then the Seller shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 5.4 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if: (a) the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.3; (b) the defect arises because the Buyer failed to follow the manufacturer's oral or written instructions as to the storage, use or maintenance of the Goods; (c) the defect arises as a result of the Seller following any specification supplied by the Buyer; (d) the defect arises as a result of fair wear and tear, wilful damage, or negligence; or (e) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.5 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.
- 5.6 The terms of these Conditions shall apply to any replacement Goods supplied by the Seller under clause 5.3.
- 6. RETURNS AND RECALLS**
- 6.1 Specifically, ordered or non-stock items or those manufactured to the Buyer's specification are not returnable.
- 6.2 Costs of collection and re-delivery of replacement items will be met by the Buyer unless attributable to the negligence of the Seller.
- 6.3 Only Goods returned in saleable condition and in their original packaging can be accepted for credit. Returns must be requested within 3 days of the date of their delivery to ensure that the Seller adheres to MHRA policy.
- 6.4 The Seller reserves the right to levy a re-stocking and handling charge.
- 6.5 All returns must be sanctioned by the Seller prior to Goods being brought back.
- 6.6 Should the Seller recall the Goods for any reason, the Buyer shall return the goods to the Seller immediately. If the Goods cannot be replaced with a suitable substitute credit will be made to the Buyer's account for the price paid for the Goods.
- 7. TITLE AND RISK**
- 7.1 The risk in the Goods shall pass to the Buyer on completion of delivery where the Goods are delivered by the Seller. Where the Goods are collected by the Buyer, the risk in the Goods shall pass to the Buyer when the employees or agents of the Seller have completed lading to the satisfaction of the vehicle's driver.
- 7.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (a) the Goods; and (b) any other goods that the Seller has supplied to the Buyer irrespective of whether payment has become due.
- 7.3 Until title to the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery; (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 12.1; and (f) give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.
- 7.4 In the event that the Buyer shall in the course of its business dispose of the Goods to a bona fide purchaser without notice of the Seller's rights then the Buyer shall have a duty to account to the Seller for the proceeds of that sale.
- 7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 8. BUYER'S OBLIGATIONS**
- 8.1 The Buyer shall: (a) ensure that the terms of the Order and any specification are complete and accurate; (b) in the event that the Goods do not accord with the Order, the Buyer must notify the Seller within 24 hours from the date of delivery and be confirmed in writing to the Seller within three days, failing which the Buyer will be deemed to have accepted the Goods; and (c) ensure that it conforms at all times with any direction required by its regulatory authority.
- 9. CHARGES AND PAYMENT**
- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Seller's published price list exclusive of VAT, as at the date of delivery. The price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 9.2 The Seller reserves the right to increase the price of the Goods by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to: (a) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Buyer to change the delivery date(s), the number of deliveries, quantities or types of Goods ordered, or any specification; or (c) any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.
- 9.3 The Seller shall invoice the Buyer on or at any time after completion of delivery of the Goods, or where credit facilities are unavailable before delivery takes place.
- 9.4 The Buyer shall pay each invoice submitted by the Seller in cleared funds and without deduction or set off, in accordance with the terms stated on the Seller's invoices from time to time. Payments may be made electronically direct to the Seller's bank account, or by cheque; the Buyer's attention is drawn to the clearance time for cheques through the banking system and made aware that the Contract Price will remain due up to and until such a time as the Seller receives cleared funds from the Buyer.
- 9.5 Time for payment of the Seller's invoice shall be of the essence of the Contract.
- 9.6 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT") which shall be payable in addition upon receipt of a valid VAT invoice.
- 9.7 Without limiting any other right or remedy of the Seller, if the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ("Due Date"), the Seller shall have the right to levy interest and charges on the overdue amount either: (a) at a rate of 2% per month, or (b) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or such amendment or replacement authority in place from time to time; the Seller reserves the right to withdraw any loyalty discount that may be due to the Buyer should it fail to make any payment to the Seller on the date that it falls due.

- 9.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 9.9 Non-payment by the Buyer by the Due Date shall entitle the Seller to demand payment of all outstanding balances under the Contract or any other contract or agreement between the parties whether due or not and to cancel forthwith any outstanding orders without prejudice to all other rights the Seller may have.
10. **CONFIDENTIAL INFORMATION**
Neither party shall during and after termination of the Contract, without the prior written consent of the other party use or disclose to any other party any information of the other party which is identified as confidential or which is confidential by its nature. This clause 10 shall survive termination of the Contract.
11. **LIMITATION OF LIABILITY**
- 11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (e) defective products under the Consumer Protection Act 1987.
- 11.2 Subject to clause 11.1: (a) the Seller shall under no circumstances whatever be liable to the Buyer, 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) the Seller's total liability to the Buyer 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 the Contract Price.
- 11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract.
12. **TERMINATION**
- 12.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the Buyer defaults in any of its payment obligations; (b) the Buyer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach; (c) any distress or execution is levied upon any assets of the Buyer; (d) a winding up petition is filed in relation to the Buyer, or where the Buyer is an individual, they become subject to a bankruptcy petition or order; (e) the Buyer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Buyer; (f) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy; or (g) the Buyer suspends, or threatens to suspend, payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.
- 12.2 Without limiting its other rights or remedies, the Seller may terminate the Contract: (a) by giving the Buyer 7 days' written notice; or (b) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if: (a) the Buyer fails to pay any amount due under the Contract on the due date for payment; or (b) the Buyer becomes subject to any of the events listed in clause 12.1, or the Seller reasonably believes that the Buyer is about to become subject to any of them.
13. **CONSEQUENCES OF TERMINATION**
On termination of the Contract for any reason: (a) the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest; (b) the accrued rights and remedies of the Seller as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
14. **GENERAL**
- 14.1 **Force majeure:**
(a) For the purposes of the Contract, "Force Majeure Event" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or by any failure of the Seller's subcontractors to supply the Seller.
(b) The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
(c) If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 14 days, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract (without liability) immediately by giving written notice to the Buyer.
- 14.2 **Assignment and subcontracting:**
(a) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
(b) The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.3 **Waiver and cumulative remedies:**
(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Seller in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.4 **Severance:**
(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.5 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.6 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.7 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Seller.
- 14.8 **Costs of enforcement:** The Buyer must pay to the Seller all and any reasonable expenses and legal costs incurred by the Seller in taking any steps, including Court action, to enforce the Buyer's obligations under the Contract for the payment of any monies owed by the Buyer to the Seller.

- 14.9 **Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
15. **ANTI CORRUPTION**
It is a corporate policy of both parties to comply with all laws and regulatory requirements affecting its business including anti-corruption and anti-bribery laws within the United Kingdom. Both parties shall:
- 15.1 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") that are applicable within the United Kingdom.
- 15.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 15.3 Have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 15.4 Promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of the Contract.
- 15.5 Breach of this clause shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate Contract.
16. **NOTICES**
All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given:
- 16.1 When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 16.2 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 16.3 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 16.4 service by e-mail shall not be effective