



Sensory Technology Ltd – Terms & Conditions of Sale

1. These Terms

- 1.1 These are the terms and conditions on which we supply Equipment to you, whether these are goods or services.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 We are Sensory Technology Limited a company registered in England and Wales. Our company registration number is 03448665 and our registered office is at Unit 3 Plot 21 Merlin Way, Quarry Hill Industrial Estate, Ilkeston, Derbyshire, DE7 4RA. Our registered VAT number is 733211082.

2. Definitions

- 2.1 In these Conditions, unless the context shall require otherwise, the following definitions shall mean:
 - a) **'Business Customer'** shall mean the person, firm, company or organisation who purchases the Equipment and/or Services from the Company for the purposes of its business.
 - b) **'Company'** shall mean Sensory Technology Limited registered in England and Wales with company number 03448665.
 - c) **'Conditions'** means these terms and conditions.
 - d) **'Consumer Customer'** means the individual who purchases Equipment and/or Services from the Company for its personal use.
 - e) **'Customer'** means a Business Customer or a Consumer Customer (as applicable).
 - f) **'Designated Area'** means the area at the Property where Installation takes place.
 - g) **'Equipment'** means the equipment (or any part of it) set out in the Order.
 - h) **'Contract'** means the contract upon these Conditions for the supply of Equipment and / or the performance of the Services.
 - i) **'Installation'** means the delivery and physical installation of any Equipment at the Designated Area.
 - j) **'Mail Order'** means an Order made by the Customer online or by telephone.
 - k) **'Order'** means the Customer's order for the supply of Equipment and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's quotation, as the case may be.
 - l) **'Property'** means the land or buildings to which the Customer requires the Company to supply the Equipment and/ or carry out the Services at the Designated Area.

- m) **Services'** means any works to be performed on Equipment at the request of the Customer and as set out in the Service Specification, whether by way of site survey, Installation, commissioning, training, repairs servicing or otherwise.
 - n) **'Service Specification'** means the description or specification for the Services provided in writing by the Company to the Customer.
 - o) **'Supplier Materials'** has the meaning given in clause 9.1.8.
- 2.2 These Conditions, and the terms set out on the Order Acknowledgement together constitute the only terms of the contract and no addition or amendment hereto shall be effective unless agreed in writing by a Director of the Company.
- 2.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 A reference to a party includes its personal representatives, successors and permitted assigns.
- 2.5 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.
- 2.6 A reference to **writing** or **written** includes email but not fax.
- 2.7 Headings in these Conditions are for convenience only and shall not affect the construction of these Conditions: the masculine shall include the feminine and the singular shall include the plural. Any reference to statutory provisions is a reference to such statutory provisions as are amended or re-enacted from time to time.
3. **Formation of Contract**
- 3.1 The Order constitutes an offer by the Customer to purchase Equipment or Services or Equipment and Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 The Contract is personal to the Customer and the Customer shall not assign the benefit of the Contract without prior written consent of an authorised representative of the Company.
- 3.4 The Contract may not be varied without express written consent of an authorised representative of the Company. Any variations agreed shall not constitute a new Contract, but shall be deemed to be an amendment of this Contract.
- 3.5 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 law, trade custom, practice or course of dealing.
4. **Our Equipment**
- 4.1 The images of the Equipment in any material provided by us, including our quotation documents are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture in any material provided by us, including our quotation documents, accurately reflects the colour of the Equipment. The Equipment may vary slightly from those images.
- 4.2 Any samples of the Equipment provided by the Company to the Customer are for illustrative purposes only. We cannot guarantee that the colour shown in a sample of the

Equipment reflects the colour of the Equipment. The colour of the Equipment may vary slightly from any samples provided.

4.3 If the Company is making the Equipment to measurements that the Customer has given the Customer is responsible for ensuring that these measurements are correct.

5. Estimates and Quotations

5.1 Any verbal and written quotation given by the Company shall not constitute an offer, and is only valid for a period of 60 days from the date of issue by the Company.

5.2 Subject to clause 5.3, where the Contract includes Installation, a site survey may be required to determine the exact location of the Equipment throughout the Designated Area. Any quotation given verbally or in writing by the Company before a site survey must be treated as an estimate and shall not constitute an offer. Following a site survey of the Designated Area a quotation may be issued by the Company.

5.3 If the Customer requests Installation of the Equipment without a site survey of the Designated Area, and during Installation the Company is required to carry out additional Services as necessary, the Customer agrees that it shall pay such additional costs as notified by the Company and agreed by the Customer for the Services and / or Equipment in accordance with these Conditions.

5.4 If the Customer is not the owner of the Property, it shall obtain all necessary permissions required to enable the Company to carry out the Services at the Designated Area. Any delays resulting from obtaining such permissions may result in additional charges payable by the Customer, and re-quotation.

5.5 The price for the Equipment shall be the price set out in the Order.

5.6 All prices quoted exclude VAT. VAT shall be payable unless an exemption applies (see clause 6).

5.7 Unless the Customer has already placed an Order or holds a valid quotation in accordance with clause 5.1, Prices may be subject to change without notice.

5.8 Prices for the Services are charged at an hourly rate of between £55.00 and £125.00 (excluding VAT) depending on the skill of the person undertaking the Services on behalf of the Company.

5.9 Additional costs may be charged for travel mileage and overnight stays.

5.10 Delivery charges will be charged in addition to the price for the Equipment and are as follows (excluding VAT):

(a) for Orders weighing under 1 kilogram: £3.95.

(b) for Orders weighing between 1 kilogram and 5 kilograms: £4.95.

(c) for Orders weighing over 5 kilograms: £8.95.

(d) for Orders costing over £250.00: £0.00.

6. Vat Exemption

6.1 Some Equipment can qualify for VAT exemption depending on your circumstances. If you qualify for VAT exemption, please inform us so that we can send you our VAT exemption form, which should be filled in and sent to us at Sensory Technology Ltd, Unit 3, Plot 21 Merlin Way, Quarry Hill Industrial Estate, Ilkeston, Derbyshire, DE7 4RA or sent to us by email at finance@senteq.co.uk.

6.2 Equipment that qualifies for VAT exemption are shown with a 'V' after the description in our catalogue.

6.3 VAT will be charged at the current rate on all Orders, unless accompanied by the VAT exemption form.

6.4 You may qualify for VAT exemption if the Equipment is supplied to a person who is registered disabled for domestic, or their personal use. Alternatively, Equipment that is purchased by a charity or with charitable funds may also qualify.

6.5 The Company reserves the right to charge VAT on any Order upon the discovery of a false declaration.

6.6 Any false declarations discovered will be reported to the appropriate bodies. Severe penalties can be enforced by such bodies on the discovery of a false application.

7. Delivery of Equipment and Supply of Services

7.1 Delivery of the Equipment shall be completed on the completion of the unloading of the Equipment at the Property.

7.2 If you are a Business Customer, any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. The Company shall not be liable to a Business Customer for any delay in delivery of the Equipment that is caused by an Event Outside Our Control or the Business Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

7.3 If you are a Business Customer and the Company fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Business Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Equipment.

7.4 The Company shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by an Event Outside Our Control or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

7.5 The Company may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery of an instalment by reason of an Event Outside Our Control shall not entitle the Customer to cancel any other instalment.

7.6 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified by the Company when the quotation is provided and at the time of the order, which will be confirmed by the Company two weeks in advance of the date of Installation, but if the dates for supply of the Services is delayed by an Event Outside Our Control then we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the Event Outside Our Control.

7.7 If the Customer requests in writing that the Company undertake the Services sooner, the Company reserves the right to add an additional surcharge onto the overall cost of the Services. This will be agreed with the Customer before the Services are carried out.

7.8 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

7.9 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

8. **Completion and Payment**

8.1 In respect of Orders for Services made by public institutions, these must either be paid for at the time which the Order is made, or be requested by an official purchase order.

8.2 In respect of Orders for Services made by private individuals, a 50% deposit is required to be paid by the Customer in advance of the Company providing the Services unless otherwise agreed by the Company in writing. Payment of the remaining 50% is then due on completion of the Services; no further credit will be given.

8.3 All Mail Order sales to public institutions must either be paid for at the time which the Mail Order is made, or be requested by an official purchase order. Invoices will then be sent when the goods are dispatched, and must be paid for by return within 30 days of the date of the invoice; no further credit will be given.

8.4 Mail Order sales to private individuals or companies must be accompanied by full payment at the time which the Mail Order is made.

8.5 The Company will exercise its statutory right to claim interest and compensation for debt recovery costs pursuant to the relevant legislation if the customer does not pay us in accordance with our agreed terms.

8.6 Interest will be charged at 4% per annum above the base rate of HSBC and shall be calculated on a day to day basis on which payment fell due until payment has been made.

8.7 In respect of Business Customers, 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).

9. **Customer's Obligations**

9.1 The Customer shall:

9.1.1 ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;

9.1.2 co-operate with the Supplier in all matters relating to the Services;

9.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, the Property including the Designated Area and other facilities as reasonably required by the Supplier to provide the Services;

9.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

9.1.5 prepare the Customer's premises including but not limited to the Property and the Designated Area for the supply of the Services;

9.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

9.1.7 comply with all applicable laws, including health and safety laws;

9.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

- 9.1.9 comply with any additional obligations as set out in the Service Specification;
 - 9.1.10 ensure that the appropriate electrical mains supply has been installed at the Property and the Designated Area prior to the date agreed for the supply of the Services;
 - 9.1.11 carefully read any instructions for use of the Equipment supplied by the Company.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation and if, despite our reasonable efforts, we are unable to contact the Customer or re-arrange delivery of the Equipment or access to the Property for provision of the Services (**Customer Default**) the Company may end the Contract and clause 10.2 will apply.

10. The Company's rights to end the Contract

- 10.1 The Company may end the Contract for a supply of Equipment and/or Services at any time by writing to the Customer if:
- 10.1.1 the Customer does not make any payment to the Company when it is due and the Customer still does not make payment within 5 days of the Company reminding the Customer that payment is due;
 - 10.1.2 the Customer does not, within a reasonable time of the Company asking for it, provide the Company with information that is necessary for it to provide the Equipment and/or Services, as detailed in clauses 9.1.4, 9.1.6, and 9.1.10;
 - 10.1.3 the Customer does not, within a reasonable time, allow the Company to deliver the Equipment to them or collect the Equipment from the Company;
 - 10.1.4 the Customer does not, within a reasonable time comply with clause 9.1.3 and clause 9.1.5.
- 10.2 If the Company ends the Contract in the situations listed in clause 10.1, the Company will refund any money the Customer has paid in advance for the Equipment we have not provided but the Company may charge the Customer reasonable compensation for the net costs the Company will incur as a result of the Customer breaking the Contract.

11. Retention of Title

- 11.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 11.2 Title to the Equipment shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Equipment and any other goods that the Company has supplied to the Customer.

12. Replacement of Parts

- 12.1 All parts replaced during performance of Services shall become property of the Company to dispose of as it sees fit.

13. Quality of the Equipment

- 13.1 Any manufacturer's warranties on applicable Equipment supplied will be passed to the Customer.

If you are a Business Customer, the following clauses 13.2, 13.3 and 13.4 apply:

- 13.2 All Installations and Equipment manufactured by the Company carry a 12-month warranty from the date of delivery (the "**Warranty Period**"). For the avoidance of doubt, the Installation of any Equipment not manufactured by the Company will not benefit from this clause 13.

- 13.3 Subject to clause 13.4, if:
- 13.3.1 the Customer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Equipment or the Installation does not comply with the warranty set out in Clauses 13.1 or 13.2;
 - 13.3.2 the Company is given a reasonable opportunity of examining such Equipment or Installation; and
 - 13.3.3 the Customer (if asked to do so by the Company) returns such Equipment to the Company's place of business at the Company's cost, the Company shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full or arrange for the Installation to be re-performed.
- 13.4 The Company shall not be liable for the Equipment's or Installation's failure to comply with the warranty set out in Clause 13.2 if:
- 13.4.1 the Customer makes any further use of such Equipment after giving a notice in accordance with Clause 13.4.1;
 - 13.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice regarding the same;
 - 13.4.3 the Customer alters or repairs such Equipment without the written consent of the Company;
 - 13.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, ingress of fluids, damage to mains power fluctuation or abnormal working conditions; or
 - 13.4.5 the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
 - 13.4.6 Except as provided in this clause 13.5, the Company shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 13.2.
 - 13.4.7 The Company may, in its absolute discretion, repair Equipment once the Warranty Period has passed. Under these circumstances, the Installations and Equipment repaired by the Company carry a 3 month warranty from the date of repair or delivery (as applicable) (the "**Extended Warranty Period**").
 - 13.4.8 These Conditions shall apply to any repaired or replacement Equipment supplied by the Company for the Extended Warranty Period only.

If you are a Consumer Customer, the following clause 13.5 to clause 13.8 apply:

- 13.5 If there is a problem with the Equipment and/or Services supplied, please contact the Company on 01157 270777 or write to us at sales@senteq.co.uk.
- 13.6 If the Equipment supplied is faulty or misdescribed you may have a legal right to end the Contract or to get the Equipment repaired or replaced or a Service re-performed or to get some or all of your money back.
- 13.7 The Equipment supplied by the Company must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Equipment, your legal rights entitle you to the following:
 - 13.7.1 up to 30 days: if your Equipment is faulty, then you can get an immediate refund.

- 13.7.2 up to six months: if your Equipment can't be repaired or replaced then you're entitled to a full refund, in most cases.
- 13.7.3 up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.
- 13.8 In respect of supply of Services, you can request the Company to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if the Company can't fix it.

14. Cancellation

- 14.1 Subject to clause 14.2, for most Equipment and Services bought over the telephone, by mail order or by exchange of emails, you have a legal right to change your mind within 14 days and receive a refund.
- 14.2 You do not have a right to change your mind:
 - 14.2.1 Where the Equipment supplied is customised, bespoke or personalised goods;
 - 14.2.2 in respect of Services, once these have been completed, even if the cancellation period is still running;
 - 14.2.3 in respect of any Equipment which become mixed inseparably with other items after their delivery.
- 14.3 In respect of Services, you have 14 days after the Commencement Date to change your mind. If you cancel after we have started the Services, you must pay the Company for the Services provided up until the time you tell the Company that you have changed your mind.
- 14.4 In respect of Equipment:
 - (a) where the Company delivers the Equipment in one single order, you have 14 days to change your mind starting from the day after you receive the Equipment.
 - (b) where the Company delivers the Equipment in more than one order, you have 14 days to change your mind starting from the day after you receive the final delivery.
- 14.5 If you want to end the Contract with the Company after the Commencement Date you must:
 - 14.5.1 Call customer services on 01157 270777 or email us at sales@senteq.co.uk. Please provide details of what you bought, when you ordered or received the Equipment or Services and your name and address.
 - 14.5.2 Where you cancel the Contract for any reason after the Equipment has been dispatched to you or you have received it, you must return the Equipment to us. You must either return the Equipment in person to Sensory Technology Ltd, Unit 3, Plot 21 Merlin Way, Quarry Hill Industrial Estate, Ilkeston, Derbyshire, DE7 4RA or allow us to collect them from you. Please call customer services on 01157 270777 or email us at sales@senteq.co.uk to arrange collection. If you are exercising your right to change your mind you must send off the Equipment within 14 days of telling us you wish to end the contract.
 - 14.5.3 We will pay the costs of return:
 - 14.5.3.1 if the Equipment is faulty or misdescribed;
 - 14.5.3.2 if you are ending the Contract because the Company has told you of an upcoming change to the Equipment or these Terms, an error in pricing or description, a delay in delivery due to Events Outside Our Control or

because you have a legal right to do so as a result of something we have done wrong; or

14.5.3.3 if you are exercising your right to change your mind.

in all other circumstances you must pay the costs of return.

14.5.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The cost for collection will depend on the size and the weight of the Equipment and we will notify you of such costs.

14.5.5 The Company will refund you the price you paid for the Equipment including delivery costs, by the method you used for payment. However, the Company may make deductions from the price, as described below.

14.5.6 If you are exercising your right to change your mind:

14.5.6.1 The Company may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Equipment, if this has been caused by your handling them in a way which would not be permitted in the usual course and/or in accordance with the instructions for use. If we refund you the price paid before we are able to inspect the Equipment and later discover you have handled them in an unacceptable way, you must pay the Company an appropriate amount.

14.5.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

14.5.6.3 Where the Company has supplied Services, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

14.5.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

14.5.7.1 If the products are Equipment and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Equipment back from you or, if earlier, the day on which you provide us with evidence that you have sent the Equipment back to us.

14.5.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

15. Business Customer – Our Liability for loss or damage

15.1 The restrictions on liability in this Clause 15 apply to every liability arising under or in connection with the Contract relating to Business Customers including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

15.2.1 death or personal injury caused by negligence;

15.2.2 fraud or fraudulent misrepresentation;

- 15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 15.2.4 defective products under the Consumer Protection Act 1987.
- 15.3 Subject to clause 15.2, the Company's total liability to the Business Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 15.4 In clause 15.3 the cap is equal to the price paid by the Business Customer for the Equipment and/or the Services supplied by the Company.
- 15.5 This Clause 15.5 sets out specific heads of excluded loss:
 - 15.5.1 Subject to clause 15.2 clause 15.5.2 excludes specified types of loss.
 - 15.5.2 The following types of loss are wholly excluded:
 - 15.5.2.1 loss of profits;
 - 15.5.2.2 loss of sales or business;
 - 15.5.2.3 loss of agreements or contracts;
 - 15.5.2.4 loss of anticipated savings;
 - 15.5.2.5 loss of use or corruption of software, data or information;
 - 15.5.2.6 loss of or damage to goodwill; and
 - 15.5.2.7 indirect or consequential loss.
 - 15.5.3 This clause 15 shall survive termination of the Contract.

16. Consumer Customer - Our Responsibility for loss or damage

- 16.1 The restrictions on liability in this clause 16 apply to Consumer Customers whereby if the Company fails to comply with these Conditions, it is responsible for loss or damage the Consumer Customer suffers that is a foreseeable result of the Company breaking this Contract or the Company failing to use reasonable care and skill, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Company and the Consumer Customer knew it might happen, for example, if the Consumer Customer discussed it with the Company during the sales process.
- 16.2 The Company does not exclude or limit in any way its liability to the Consumer Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of the Company's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Consumer Customer's legal rights in relation to the Equipment as summarised at Clause 13.7.
- 16.3 If the Company is providing Services in the Consumer Customer's Property, the Company will make good any damage to your Property caused by the Company while doing so. However, the Company is not responsible for the cost of repairing any pre-existing faults or damage to the Consumer Customer's Property that the Company discovers while providing the Services.
- 16.4 The Company only supplies the Equipment to Consumer Customers for domestic and private use. If a Consumer Customer uses the Equipment for any commercial, business or re-sale purpose the Company will have no liability to the Consumer Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. Events Outside Our Control

17.1 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 (an **Event Outside Our Control**). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

18. **Data Protection**

We only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at <https://www.senteq.co.uk/privacy-policy/>.

19. **General**

19.1 **Assignment and other dealings**

19.1.1 The Company 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. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

19.1.2 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 without the prior written consent of the Company.

19.2 **Notices**

19.2.1 Any notice given to a party under or in connection with the Contract 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 the Property (in any other case).

19.2.2 Any notice shall be deemed to have been received:

19.2.2.1 if delivered by hand, at the time the notice is left at the proper address;

19.2.2.2 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.

19.2.3 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.

19.3 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 19.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

19.4 **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.

19.5 **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.

19.6 Entire Agreement

19.6.1 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.

19.6.2 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 based on any statement in the Contract.

19.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

19.7 Third party rights

This contract is between the Company and the Customer. No other person shall have any rights to enforce any of its terms. Neither the Company nor the Customer will need to get the agreement of any other person in order to end the contract or make any changes to these terms

19.8 Governing Law and Jurisdiction

These Terms are governed by English law and the Customer can bring legal proceedings in respect of the Equipment and/or Services in the English courts.