

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Condition shall apply in these Conditions.
Company: LMB Group Ltd and its employees, consultants and subcontractors;
Conditions: these Terms and Conditions of Supply;
Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential;
Contract: any contract between the Company and the Customer for the supply of Services, incorporating these Conditions;
Contract Price: the price payable by the Customer to the Company for the Services;
Customer: any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any parent or subsidiary company of the Customer and any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;
Design Services: any building design services agreed in the Contract to be undertaken by the Company for the Customer;
Document: any document in writing, and any map, plan, graph, drawing or photograph and any film, negative tape or other device or document embodying visual images and any disc, tape or other device or document embodying any other data;
Input Material: any Documents or other materials, and any data or other information provided to the Company by the Customer relating to the Services;
Intellectual Property Rights: any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;
Output Material: any Documents or other materials including any data or other information provided by the Company to the Customer relating to the Services;
Practical Completion: the substantial completion of the Works by the Company (disregarding minor defects in the nature of snagging defects);
Services: any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including any Design Services and any Works;
Site: the place where the Services are to be performed;
Tin Hat: a temporary roof structure deployed by the Company at the Site at the commencement of the Works and which is deemed to be a separately chargeable item;
Works: any building works agreed to be undertaken and any corresponding goods and materials agreed to be provided by the Company under the Contract;
Working Hours: between 09.00 and 17.00 on Monday to Friday inclusive, excluding any public or bank holidays.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Any reference to "**parties**" means the parties to the Contract and "**party**" shall be construed accordingly.

- 1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to one gender includes a reference to the other gender.
- 1.7 A reference to a Condition is to a clause of these Conditions.
- 1.8 Condition headings do not affect the interpretation of these Conditions.
- ### 2. APPLICATION OF TERMS
- 2.1 The Company will submit a quotation to the Customer which shall remain valid for the period stated in the quotation, or if no period is stated therein, for a period of 30 days from the date on which the quotation was issued.
- 2.2 The Company's quotation will be deemed to have been accepted when the Customer places a corresponding order with the Company.
- 2.3 No Contract shall be deemed to have arisen unless and until the Company accepts the Customer's order in writing.
- 2.4 The Customer acknowledges and agrees that the Company may commence performance of the Services upon issuance of the Company's written acceptance of the Customer's order pursuant to Condition 2.3 above.
- 2.5 Unless otherwise agreed in writing by the Company and subject to any variation under Condition 2.6, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).
- 2.6 Subject to Condition 2.5, these Conditions apply to the supply of all Services by the Company and any variation to these Conditions and any variation to or representations about any Services shall have no effect unless expressly agreed in writing by the Company.
- 2.7 The following Conditions 2.8-2.13 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.8 The Customer may cancel a Contract entered into with the Company at any time within the period:
- (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into.
- The Customer does not have to give any reason for the cancellation.
- 2.9 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in Condition 2.8 (b), and the Customer acknowledges that, if the Company does begin the provision of the Services before the end of that period, then:
- (a) if the Services are fully performed, the Customer will lose the right to cancel referred to in Condition 2.8;
 - (b) if the Services are partially performed at the time of cancellation, the Customer must pay to the Company an amount proportional to the Services supplied or the Company may deduct such amount from any refund due to the Customer in accordance with the exercise of the right to cancel referred to in Condition 2.8.
- 2.10 In order to cancel a Contract on the basis described in Condition 2.8, the Customer must inform the Company of

- the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.11 If the Customer cancels a Contract on the basis described in Condition 2.8, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract, less the amount of any deposit payment and subject to the requirements of Condition 2.9.
- 2.12 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 2.13 The Company will process the refund due to the Customer as a result of a cancellation on the basis described in Condition 2.8 without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.14 Unless the Customer is contracting with the Company at a distance or off-premises as a consumer and the Customer cancels the Contract on the basis described in Condition 2.8, the Contract may not be cancelled by the Customer without the Company's written consent and subject to the payment to the Company of all costs, charges and expenses incurred by the Company in connection with the Contract.
- 2.15 The Customer warrants that the Customer has full authority to enter into the Contract without any legal impediments.
- 2.16 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.16 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.17 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
- 2.18 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.19 The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate. The Customer must ensure that the specification conforms to their specific requirements and intended usage.
- 2.20 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation. Payment for any variation which has been agreed in writing by the Company pursuant to this Condition 2.20 shall be made in accordance with the provisions of Condition 5 and an appropriate extension of time for completion of the Works shall be agreed in respect of any such variation.
- 3. OBLIGATIONS OF THE PARTIES**
- 3.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed in accordance with the Contract and with reasonable skill and care.
- 3.2 The Company shall use its reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Where the Company has agreed in the Contract to undertake Design Services for the Customer, the Company will undertake the Design Services following receipt by the Company of all Input Material requested by the Company. All specifications, figures, sizes and other descriptions in any Output Material are approximations only and should not be relied upon.
- 3.4 With respect to the performance of the Works, the Customer shall, at its sole cost:
- (a) provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer;
 - (b) provide or procure adequate facilities at the Site to enable the Company to undertake the Works (together with access to and provision of all utilities, including water and electricity services) and further to allow full, complete, uninterrupted and unimpeded access to and egress from the Site;
 - (c) provide the Company with basic welfare facilities during the Works, consisting of the use of toilet facilities and the use of hot and cold running water;
 - (d) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the Works and shall be solely responsible for ensuring the safety of any and all other persons who are or may be present at the Site during the Works, including restricting access to those areas of the Site where the Works are to be undertaken to those individuals engaged in undertaking the Works, or providing assistance to those so engaged;
 - (e) at all times whilst the Works are being undertaken, ensure, insofar as it is reasonably practicable to do so, that other operations are not undertaken at the Site, so as to ensure that the Works can be undertaken in one continuous, uninterrupted operation during Working Hours;
 - (f) provide safe, suitable and secure covered storage for all goods, materials and tools at the Site until the Works have been completed;
 - (g) other than where the Company agrees in writing to assume responsibility therefor (which shall not in any event include the payment of any corresponding fees), obtain and maintain all statutory and non-statutory consents, permissions, and approvals which are required for the provision of the Works at the Site (including under the Party Wall Act 1996, where applicable) and comply with all relevant legislation, standards or requirements in relation to the provision of the Works at the Site, in all cases before the date on which the provision of the Works is to commence; and
 - (h) where requested to do so by the Company, effect and maintain appropriate insurance at the Site.
- 3.5 Prior to performance of the Works, the Customer shall remove from the Site any item that could pose an obstacle to the performance of the Works. The Customer shall incur additional charges if the Company has to remove, dismantle and/or dispose of any item at the Site. The Customer acknowledges that any waste material arising from the performance of the Works shall be removed by the Customer at the Customer's cost and the

- Customer shall comply with all applicable laws and regulations relating to such waste material. If the Company discovers or is notified of, before or during the performance of the Works, any problem, condition, hazard or abnormal or special circumstances at the Site which materially affects the Company's ability to undertake the Works in accordance with the Company's standards at the Contract Price, it shall be free to vary the Contract Price, notwithstanding that the problem, condition, hazard or abnormal or special circumstances may have existed prior to acceptance of the Customer's order or may have arisen subsequently. Without limitation, any additional costs caused by any delay in the performance of the Works, or any interruption or suspension of performance, at the Site for reasons beyond the control of the Company, including any adverse weather conditions preventing or restricting working hours, shall be treated as a variation to the Customer's original order, the Customer shall be liable for any such additional costs and an appropriate extension of time for completion of the Works shall be agreed in respect of any such variation.
- 3.6 The Company shall not be responsible for loss or damage to items left at the Site by the Customer which the Customer could have removed, covered or secured.
- 3.7 The Company shall not be liable for any loss or damage caused by water penetration from the roof at any time prior to Practical Completion unless the Company agreed under the Contract to deploy a Tin Hat at the Site.
- 3.8 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services or termination of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.9 Any consent given by the Company in accordance with Condition 3.8 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
- 4. CONTRACT PRICE**
- 4.1 The Contract Price shall be the price set forth in the Company's written acceptance of the Customer's order issued pursuant to Condition 2.3, plus any increase which may be applicable or any variation which may arise subject to these Conditions.
- 4.2 Unless otherwise agreed by the Company in writing, the Contract Price will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of commencement of performance of the Services.
- 4.3 The Company reserves the right to increase the Contract Price to reflect any increase in costs, charges or expenses to the Company which is due to:
- any factor beyond the control of the Company (including any increase in the costs of labour, materials or other costs of supply);
 - anything which adversely affects or alters any obligation of the Company hereunder (including any additional work necessitated by compliance with building regulations);
 - any change in performance dates or times for the Services which is requested by the Customer and accepted by the Company; or
 - any other cause attributable to the Customer, including any delay caused by the Customer, or any failure of the
- Customer to give the Company adequate, accurate or complete information or instructions.
- 4.4 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.
- 4.5 Unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex works basis and the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.6 The Contract Price is based on Working Hours' rates; evening, weekend and bank holiday work will incur extra costs.
- 4.7 The Contract Price assumes that ready access and suitable parking will be provided for the Company's vehicles and plant without charge to the Company.
- 4.8 A charge will be made for any delays preventing the Company commencing work after one hour from the Company's agreed start time at any point during the Contract due to the Customer not having fulfilled their obligations under the Contract, or for any reason beyond the Company's control.
- 5. PAYMENT**
- 5.1 Invoices shall be raised and the Contract Price shall be paid by the Customer to the Company in accordance with the requirements set out in the Company's written notification of acceptance of the Customer's order issued pursuant to Condition 2.3 (including any requirement to make a deposit payment). Any deposit paid by the Customer may not be refunded under any circumstances. All stage payments which are to be made under the Contract shall be made in the amounts and at the times stipulated. All payments shall be made by the Customer to the Company within 7 days of the date of the corresponding invoice.
- 5.2 Time for payment shall be of the essence of the Contract.
- 5.3 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 5.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 5.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 5.6 The Company will not accept deductions for any retention.
- 5.7 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 5 % above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 5.
- 5.8 Without prejudice to Condition 5.7, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 9.1 (b)-(e) in relation to the Customer shall entitle the Company, at any time and without notice to the Customer and without limiting any

other remedy available to the Company under these Conditions, the Contract, or otherwise:

- (a) to suspend or cancel the performance of the Services;
- (b) to withdraw or reduce any agreed monthly credit limit;
- (c) to suspend any warranty or guarantee for the Services or any other services supplied by the Company to the Customer, whether or not they have been paid for;
- (d) to set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;
- (e) to charge the Customer for the cost of re-establishing the Works once all outstanding payments have been made;
- (f) to cancel any discount or price reduction (if any) offered to the Customer
- (g) to treat the Contract as having been repudiated by the Customer;
- (h) to terminate the Contract; and
- (i) to terminate any other subsisting contract with the Customer.

6. CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 The Customer and the Company agree that in the course of the Company providing Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will not use the Confidential Information other than to perform their obligations under the Contract. Each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 6.2 The Customer acknowledges the Company's ownership of any Intellectual Property Rights in the Services and in any Output Material provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that any and all Intellectual Property Rights developed by the Company in performing the Services shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 6.2.
- 6.3 The Customer shall hold the Company harmless and shall fully and promptly indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in settlement of any claim for infringement of any Intellectual Property Right of any third party which directly or indirectly results from the use by the Company of any Input Material or specification submitted by the Customer in relation to the Services.
- 6.4 The Customer acknowledges and agrees that any personal data contained in any information provided to the Company may be processed by and on behalf of the Company in connection with the provision of the Services.
- 6.5 The Company shall be allowed to refer to the Customer in any publicity material, (including the taking and publication of photographs of the Works and the Site); if the Customer does not wish the Company to do so, the Customer must notify the Company in writing.

7. LIMITATION OF LIABILITY, WARRANTY AND INDEMNITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 7.1 Subject always to any additional limitation of the Company's liability elsewhere in these Conditions, this Condition 7 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
 - (a) any breach of the Contract;
 - (b) the supply of the Services and any use made by the Customer of the Services, the Output Material, or any part of them or it; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material, specification or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or arising from any other fault of the Customer.
- 7.3 With respect to the Company's liability hereunder, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.4 Nothing in these Conditions limits or excludes the liability of the Company:
 - (a) for death or personal injury resulting from its own negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
 - (c) for any liability incurred by the Customer as a result of any breach by the Company of the conditions implied by section 2 of the Supply of Goods and Services Act 1982.
- 7.5 Subject to Condition 7.3 and Condition 7.4:
 - (a) the Company shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Contract Price and no individual liability shall attach to any claim.
- 7.6 Without limiting the application of the foregoing provisions of this Condition 7, and subject to the Customer having paid the Contract Price in full in accordance with the Contract, the Company agrees to remedy without charge any faults arising as a result of defective workmanship and/or faulty materials provided or supplied pursuant to the Contract during a guarantee period of 10 years from the date of Practical Completion.
- 7.7 The Company shall not be liable for any loss or damage caused by water penetration from the roof at any time

following Practical Completion unless the Company agreed under the Contract to replace the roof at the Site as part of the Works undertaken by the Company.

7.8 The Company shall not be liable for any minor surface cracks or irregularities which appear on ceilings or on any other surface and which occur as a result of carrying out the Works.

7.9 The Company shall not be responsible for any distortion or reduction of signal in relation to any satellite dish which may occur whilst the Works are being undertaken.

7.10 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities to the extent that any such liabilities arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

8. RISK AND TITLE

8.1 The goods and materials for use in undertaking the Works shall be at the sole risk of the Customer upon delivery to the Site. Said goods and materials shall remain the property of the Company until such time as the Contract Price has been paid in full. Failure by the Customer to pay any invoice by its due date and/or the occurrence of any of the events set out in Condition 9.1 (b)-(e) shall entitle the Company (without prejudice to its other rights and remedies) to enter upon the Site or any property to which the Customer has access and retake possession of said goods and materials (and if necessary, dismantle any Works for such purpose). The cost of exercising the Company's rights under this Condition 8.1 shall be for the Customer's sole account.

9. TERMINATION

9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:

- (a) the other party commits any material breach of any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be deemed a material breach); or
- (b) an incumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party; or
- (c) the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order; or
- (d) the other party has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation, reconstruction or other reorganisation); or
- (e) the other party ceases or threatens to cease to carry on its business.

9.2 In addition to the rights granted to the Company under Condition 9.1, the Company may terminate the Contract (without liability to the Customer) immediately upon written notice to the Customer in the event of building regulations approval not being granted, or in the event of the Company encountering special or abnormal circumstances upon commencement of the Works which adversely affect the Company's obligations under the Contract.

9.3 Termination of the Contract shall be without prejudice to any accrued rights and remedies of either party.

10. FORCE MAJEURE

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or

accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company 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 default of any suppliers or subcontractors.

11. CHANGES

11.1 The Company reserves the right without prior approval from or notice to the Customer to make any changes to the Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Services.

11.2 All measurements, dimensions and sizes of rooms and materials at the Site are approximate only and are subject to variation dependent upon Site conditions and/or regulatory approval requirements and no such variation shall entitle the Customer to cancel the Contract or to claim compensation.

12. GENERAL

12.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

12.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

12.7 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Royal Institution of Chartered Surveyors whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.

12.8 The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.