

## Terms and Conditions

All of the provisions contained in this document are important; however, if you are a consumer ('Consumer') as defined in the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations'), your special attention is drawn to clauses 3, 4, 5 and 8 below.

Please be aware that in accordance with section 4 below, under the sub-heading:

- 'Prices': you may be required to pay a processing fee; and
- 'The Order and Accepting the Order': you will be required to take out finance for the vehicle under a separate agreement with a third party finance company.

### 1. Construction

We are Genus Vehicle Solutions (Stirling) Limited, a company with registered number SC334690, VAT service number 925 8336 05) and whose registered office is at 124 Castle House, 1 Baker Street, Stirling, FK8 1AL. We are a licensed credit broker, our Financial Conduct Authority Firm Reference Number is 722796. We are also a member of the British Vehicle Renting and Leasing Association ('BVRLA') and operate in accordance with its code of conduct.

www.genuscars.com or any applicable mobile application of Ours ('the Website') is operated by Us. These terms and conditions, together with the documents referred to herein and Our Privacy Policy (available on request or accessible via the Website) are the terms ('Terms') on which We provide Our services to you and on which you make use of the Website. Use of the Website includes accessing, browsing, or registering to use the Website.

The Privacy Policy sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate. The Privacy Policy also contains information about the cookies which are on the Website.

Our services are to source a vehicle for you to lease and source the financial products and services available to enable you to do so.

### 2. The Website and Altering the Terms

By accessing any part of the Website and/or placing an Order (as defined below) you warrant that you are at least 18 years old and legally capable of entering into binding contracts and/or authorised to do so on behalf of your organisation and agree to be bound by these Terms.

It is important to be aware that a contract will not have been formed between you and Us for the finance of a vehicle until such time as the requirements in section 4 (Prices, the Quotation and Making an Order) have been complied with below.

#### Access to the Website

You are responsible for ensuring that you have access to the Website. You agree that all persons who access the Website through your internet connection are aware of them and that they comply with them. Please read the Terms carefully as they affect your use of the Website and your rights and liabilities under the law and because these Terms may differ from any previous occasion on which you used the Website. By making use of the Website you confirm that you accept the terms of use and that you agree to comply with them. If you do not agree to be bound by the Terms you should not use or access the Website and will be unable to place an Order (as defined below).

The Website is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website is appropriate or available in other locations. We may limit the availability of the Website or any service or product described on it to any person or geographic area at any time. If you choose to access the Website from outside the United Kingdom, you do so at your own risk.

We do not guarantee that this Website (or any part of it), or any content on it, will always be available or uninterrupted. Access to the Website is permitted on a temporary basis and in any event We may temporarily or permanently suspend, modify or withdraw this Website (or any part thereof) with or without notice to you and confirm that We shall not be liable to you for any modification or withdrawal of the Website, whether temporary or permanent. References to the Website include any current or future version of the Website and any mobile application through which you can access the Website or our services from time to time.

### **Information Appearing on the Website and Updates**

We take reasonable care to ensure that all details, descriptions and prices appearing on the Website and in Our other forms of literature are correct at the time when the relevant information was entered. You should be aware that We display information supplied to Us by third parties on the Website including from CAP Automotive Limited, which receives information directly from vehicle manufacturers.

Information appearing on the Website is provided for general information only and it is not intended to amount to advice on which you should rely. Where necessary, you must obtain professional or specialist advice before taking or refraining from, any action on the basis of the content of the Website. Although We aim to keep the Website and Our literature as up to date as possible, the details, description and prices appearing therein at a particular time may not always reflect the accurate position exactly at the moment you place an Order or an exact specification of your vehicle and should be used as a guide only. Furthermore, there may be errors or omissions appearing on the Website. We accept no responsibility for any direct, indirect or consequential loss, damages, claims, compensation or expenses ('Loss') which you suffer as a result of reliance upon information contained within the Website or the fact that there be omissions from any such information.

We may update these Terms from time to time for any reason including but not limited to legal or regulatory reasons or to allow the proper operation of the Website or Our processes. Any changes will apply from the date on which We begin to use them and your continued use of the Website or making of an Order following that date indicates your agreement to be bound by the new Terms. It is therefore important that you check this page each time you make use of the Website to update yourself of any changes which have been made.

### **Your Account and Password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by Us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Us at [info@genuscars.com](mailto:info@genuscars.com) .

### **Viruses**

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access Our site and should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## **Linking to our site**

You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link to the Website in any website that is not owned by you. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on the Website other than that set out above, please contact [info@genuscars.com](mailto:info@genuscars.com).

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

## **3. Making an Enquiry, Credit Checks and Data Protection**

You may make an enquiry for the services either via telephone or through the Website (**'the Enquiry'**) and you agree and acknowledge that where you make an enquiry via telephone that We may record the conversation for quality, training and/or Order monitoring purposes. By making an Enquiry you agree and acknowledge that you are instructing Us to try and source finance for you to enable you to finance the vehicle and that a contract is formed with regards to these services alone. Unless you expressly request Us not to do so, You agree and acknowledge that by making an Enquiry, We shall commence with the provision of Our services of trying to source finance for you within the cancellation period.

If you are applying on behalf of a limited company or other form of corporate entity then you warrant that by making the Enquiry you are duly authorised to do so. Refusal to provide any information requested by Us or a third party in relation to the proposed finance of a vehicle as set out in these Terms shall result in your application being declined and Our services ceasing to be offered to you until such time as you disclose to Us the required information.

As part of the submission of the Enquiry you will be prompted to provide Us with various personal data, some of which may be deemed sensitive personal data for the purposes of the Data Protection Act 1998 (**'the DPA'**). You agree and acknowledge that by making an Enquiry you are expressly permitting Us to make enquiries with funders as to the products and services which are available to you and that they and/or We may undertake or arrange credit checks as part of this process. You agree and acknowledge that We shall not be liable to any individual for whom you have disclosed to Us personal information and for whom a credit check is carried out. A record of credit searches may be used by other lenders in assessing future applications by you either through Us or otherwise.

All data collected by Us shall be collected fairly and in compliance with the DPA and Our Privacy Policy (as referred to above) We shall be solely responsible as a data controller (as defined in the DPA) for Our compliance with the DPA and associated laws and regulations in relation to Our retention and use of such data. Where you provide Us with the personal data of a third party you warrant that you have received the express consent of that third party to do so.

Each party shall keep indemnified the other against any costs, expenses, liabilities, claims, damages, penalties or fines that the other may incur in connection with a breach by the first party of the DPA or associated regulations or these Terms in relation to the collection, sharing or use of personal data in connection with the performance of these Terms save where and to the extent that any such processing of personal data is undertaken at the specific request of the other party.

## **4. Prices, the Quotation and Making an Order**

### **Prices**

We use a number of industry-leading funding suppliers to provide their pricing. The prices displayed on the Website are an amalgamation of the best prices available at any given time for the vehicles displayed and the available

funders. Each funding provider has its own specific financial and operational requirements and these may vary from one funder to the next.

Unless otherwise notified by Us to you, all prices include delivery of your desired vehicle to UK mainland locations. You agree and acknowledge that standard delivery shall mean that your desired vehicle shall be driven to its destination unless you specifically request that it be delivered on the back of a trailer in which case We shall notify you of the additional charges applicable.

Prices set out on the Website (and which shall subsequently be set out in the Quotation) shall be deemed to:

- (a) exclude VAT for business finance, which shall for the avoidance of doubt be additionally charged;
- (b) include VAT for personal finances,

with VAT being set to the prevailing national rate from time to time. Should the rate of VAT be adjusted at any time prior to or once a contract is formed between you and Us then the price may be adjusted accordingly.

Following receipt of the Enquiry, We shall assess your requirements based on the information that you have provided to Us. You warrant that all of the information that you provide Us with is true and you agree and accept that We are only able to provide Our services in reliance upon the information which you provide Us on that basis.

We may at Our absolute discretion require you to pay to Us a deposit prior to entering into a contract for the finance of a vehicle as set out below. Deposits shall be required as an expression of interest and on account of any cancellation charges (as detailed below) or the payment of Our processing fee of approximately £150 + VAT (equating to £180 inclusive of VAT) or that otherwise notified to you, which shall become payable at the Order stage.

Please note that deposits shall be held in a separate client bank account and are refundable after delivery of the vehicle or, in the event that a contract is not entered into between Us or in the event that you are a Consumer where you cancel a contract in accordance with section 5 below subject to any appropriate deductions being made. Please be aware that when refunding deposits to you in any of the circumstances outlined in this clause, We may at Our absolute discretion retain any processing fee paid by you to Us in reasonable consideration for Our services.

### **Maintenance**

Servicing and maintenance of your vehicle in accordance with the manufacturer's guidelines is your sole responsibility whether maintenance is included in your contract or not.

### **The Quotation**

We shall use reasonable endeavours to provide you with a quotation for the finance of a vehicle and finance ('the Quotation') within 1 Business Day (being any day which is not a Saturday, Sunday or public holiday in England) of receipt of the Enquiry but for the avoidance of doubt time is not of the essence. The Quotation is not a contractual offer.

As stated above, We are reliant on you divulging to Us any and all relevant information and circumstances that may affect the suitability of the Quotation and We will not be held liable to you for any additional requirements that you fail to adequately describe to Us or where you receive an inadequate vehicle as a result of the information which you have provided to Us. If you have any specific requirements in relation to any vehicle then you must notify these to Us as We cannot guarantee the specification of any given model.

You agree and acknowledge that meeting the requirements of one funding provider does not necessarily mean that you shall meet the requirements of them all and you are therefore not guaranteed to qualify for the funding which We notify to you in the Quotation. Equally, We do not advise on the respective terms and conditions of any funding offering being made available and you agree and accept that We shall have no responsibility or liability for your ultimate choice.

### **Accepting a Quotation**

If you are happy with the options detailed in the Quotation, then you must contact Us by accepting your Quotation online within 10 Business Days of the date of the Quotation to notify Us as such and instruct Us to proceed (**'the Instruction'**). As stated above, the Quotation is not an offer and therefore the Instruction does not give rise to the formation of a contract between you and Us. You are aware that We are dealing with third parties and as such cannot guarantee that the products and services shall remain available as quoted for in the Quotation and We accept no responsibility where this is the case.

We may require you to provide Us with such further information as We may require in order to contact the funding providers to try and obtain the required funding for you. You agree and acknowledge that failure to provide Us with any further information required by Us within 10 Business Days of the Quotation will mean that the Quotation no longer remains valid.

Upon receipt of the instruction and such additional information as We may require, We shall liaise directly with the carefully selected finance (from whom You acknowledge that We may receive a commission following You entering into a contract with them) and vehicle providers with a view to securing the products and services for you as described in the Quotation. However, where We are required to contact funding providers on more than one occasion or where We are required to contact different funding providers than those detailed in the Quotation then You agree and acknowledge that We may contact you again to obtain further information.

### **The Order and Accepting an Order**

If We are successful in securing an offer of funding for you and a vehicle then We shall revert back to you with an order proposal (**'the Order'**) which sets out details of the contract. The Order shall contain details of all charges due to be paid to Us including any arrangement and/or processing fees, which shall in any event already have been outlined to you on the Website prior to receiving the Order.

Any arrangement and/or processing fee which We charge is done so in consideration for Our arrangement of any finance agreement which You are required to enter into as per the paragraph below.

If you are willing to proceed then a contract shall be formed between you and Us once We have received the signed Order from you within 10 Business Days of the date of the Order **PROVIDED ONLY THAT** you have entered into a financial agreement with the finance company enabling you to finance the vehicle and you have provided Us with evidence that this has been done. If you sign the Order prior to entering into a contract with the finance company then the contract between you and Us shall not come into force until such time as there is a valid contract in force between you and the finance company.

We reserve the right at Our absolute discretion and without liability to you to withdraw or re-issue a Quotation or Order at any time before a contract is formed and may do so for reasons including but not limited to changes in Our standard scale of charges and/or vehicle or funding provider costs and/or changes in legislation.

Subject to your statutory rights (specifically those as a Consumer set out below), where you fail to enter into a contract with Us, We reserve the right to charge you for up to 5% of the proposed cost of the vehicle (as set out in the Quotation) in respect of the services provided to date.

## **5. Changes, Cancellations and Termination**

### **Changes**

Once a contract has been formed between you and Us, you agree and acknowledge that you will be unable to change or cancel the Order and as such you will not be entitled to a refund for any payment. It is therefore important that you provide Us with accurate information in relation to your requirements and circumstances at all stages as We accept no responsibility where the vehicle provided to you does not meet your actual requirements where these differ from those notified to Us.

### **Cancellation**

Save where you exercise your rights (where applicable) afforded under:

- (a) the Consumer Credit Act 1974;
- (b) the Regulations;
- (c) the Financial Services (Distance Selling) Regulations 2004; and
- (d) such other applicable legislation in force from time to time,

If you wish to cancel a contract between you and Us for the finance of the vehicle then you must notify Us in writing prior to delivery of the vehicle taking place. Such cancellation may result in loss of any monies paid by you to Us subject to Our discretion.

*The Following Additional Rights Shall Apply **Only** if you are a Consumer:*

You have the right to cancel any contract between you and Us within 14 calendar days without giving any reason. The cancellation period will expire after 14 calendar days from the date of the conclusion of the relevant contract. To exercise the right to cancel, you must inform Us of your decision to cancel by a clear statement in writing. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel a contract between you and Us, We will (save where set out below) reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 calendar days after the day on which We are informed about your decision to cancel. Where possible We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise or We are unable to do so in which case We shall contact You to agree a suitable method of payment. In any event, you will not incur any fees as a result of the reimbursement.

If you requested Us to begin the performance of any obligations under a contract between you and Us during the cancellation period, you shall pay Us an amount which is in proportion to what has been performed until you have communicated to Us your cancellation, in comparison with the full coverage of the contract. You agree and acknowledge that We may at Our absolute discretion deduct such sums as We deem reasonable and in proportion from the deposit which We hold from you to satisfy your obligations in this respect including but not limited to any costs which We have incurred in reliance on Your request.

### **Termination**

We may immediately terminate (or suspend the performance of Our obligations under) a contract between you and Us at Our absolute discretion and without liability to you in the event that:

- (a) you commit a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (b) you commit a breach of any finance agreement entered into in connection with the finance of a vehicle;
- (c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you;
- (g) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;

- (h) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- (i) a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 10 Business Days;
- (j) you, being an individual, are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984;
- (k) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this section;
- (l) you, being an individual die; or
- (m) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business.

Any provision of these Terms that expressly or by implication are intended to come into or continue in force on or after termination or expiry of a contract between you and Us shall remain in full force and effect. Any such termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination or expiry.

You are aware that the provision of finance by the finance provider shall be made under a separate contract and that termination of these Terms are without prejudice to the rights and obligations set out thereunder save where expressly set out. It shall be the responsibility of the finance company to deal with the collection of the vehicle upon termination of your contract with them.

## 6. Delivery and Documentation

Unless We otherwise agree in writing We shall not arrange for delivery of the vehicle to be made until such time as:

- (a) a contract has been entered into between you and Us for the finance of the vehicle as set out in section 4 above;
- (b) We are satisfied that you hold valid insurance for the vehicle;
- (c) any and all outstanding charges have been paid by you to Us; and
- (d) (where applicable), any statutory cooling off periods have expired.

Delivery timescales are provided to you by Us as an indication only and for the avoidance of doubt time for delivery is not of the essence. Whilst We will use reasonable endeavours to ensure that any timescales for delivery are met, We will not be liable to you for any Loss arising out of late delivery.

If We are unable to deliver the vehicle including but not limited to where the delivery driver reasonably considers the means of access to your address to be unsafe the vehicle will not be delivered until the means of access is safe. If you are unable, for whatever reason to take delivery of the vehicle or where means of access is unsafe We reserve the right to charge you an additional delivery charge for each subsequent attempted delivery. Such additional charges shall be payable in advance of any further attempts.

Once delivery of the vehicle has been made, it is your responsibility to:

- (a) read and ensure that you understand any handbooks, warning lights or indicators, instructions or other documentation provided to you with the vehicle;
- (b) check that the vehicle meets that detailed in the Order; and
- (c) inspect the vehicle for any damages or imperfections,

and inform Us immediately by signing the delivery note containing sufficient details and by failing to do so you shall be deemed to have accepted the vehicle. Refusal to sign the delivery note may be treated as refusal to take delivery and you may incur additional charges.

## 7. Intellectual Property

The content of the Website and Our other literature and the material published on it is protected by copyright, trade marks, database right and other intellectual property rights of which We are either the owner or licensee. You may print one copy, and may download extracts, of any page from the Website for your personal reference and you may draw the attention of others to it provided you keep intact all and any copyright and proprietary notices.

Our status (and that of any identified contributors) as the authors or licensee of any material on the Website must always be acknowledged. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from Us or Our licensors. With regards to any documents permissibly used you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

All rights are reserved.

## **8. Liability and Indemnity**

Except in respect of death or personal injury caused by Our negligence, and subject to your statutory rights We shall not be liable for any representation (unless fraudulent), implied warranty, condition or other term, or legal duty for Loss suffered by you whether in contract, tort (including negligence), breach of statutory duty, or otherwise (even if foreseeable) arising out of or in connection with the provision of Our services.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

In any event, Our entire liability under or in connection with these Terms shall not exceed the charges paid by you to Us in accordance with these Terms, except as expressly provided for in these Terms.

You agree to indemnify Us, keep Us indemnified and hold Us harmless against any Loss suffered by Us in connection with these Terms as a result of your breach of the Terms.

## **9. General**

### **Queries**

We always aim to provide you with the highest standard of service but if there is any occasion where for whatever reason you are disappointed with the services which We have provided or have a specific query in relation to or arising out of any contract between you and Us then you may contact Us via:

- (a) write to Us at Genus Vehicle Solutions (Stirling) Limited, 124 Castle House, 1 Baker Street, Stirling, FK8 1AL citing 'Queries' as the reference;
- (b) email Us at [info@genuscars.com](mailto:info@genuscars.com) or
- (c) call Us on 01786 479860.

### **Complaints, Dispute Resolution and Expert Determination**

In the event that you consider that your query has not adequately been dealt with in accordance with the 'Queries' section above you may contact Us to request a copy of Our complaints procedure and:

- (a) write to Us at Genus Vehicle Solutions (Stirling) Limited, 124 Castle House, 1 Baker Street, Stirling, FK8 1AL citing 'Queries' as the reference;



- (b) email Us at [info@genuscars.com](mailto:info@genuscars.com) or
- (c) call Us on 01786 479860.

If you remain dissatisfied following completion of Our complaints procedure then you may refer to the BVRLA's conciliation service. Details of your complaint should be submitted in writing to the BVRLA, using its complaint form which may be accessed via <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>. The complaint form should be sent to the BVRLA via email to [complaint@bvrla.co.uk](mailto:complaint@bvrla.co.uk); post to BVRLA, River Lodge, Badminton Court, Amersham, HP7 0DD; or fax to 01494 434499.

If a dispute remains that is of a technical nature relating to the functions or capabilities of the vehicle or any similar or related matter, then such a dispute shall be referred for final settlement to an expert nominated jointly by the parties or failing to agree to a nomination within 10 Business Days after either party's request to the other nominated at the request of either party by the BVRLA. Such expert shall be deemed to act as an expert and not as an arbitrator. The expert's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his costs shall be borne between the parties in equal shares unless he determines that the conduct of either party is such that such party should bear a greater proportion of such fees.

Consumer credit customers also have the legal right to refer unresolved disputes to the Financial Ombudsman Service ('FOS') within 6 months from the date of the final decision provided to You <http://www.financial-ombudsman.org.uk/consumer/complaints.htm> and furthermore, as a Consumer, you are entitled to resort to the European Commission's online dispute resolution procedure which can be accessed via <http://ec.europa.eu/consumers/odr/>.

### **Notices**

- (a) All notices and communications required to be sent by you shall be made and sent by e-mail to [info@genuscars.com](mailto:info@genuscars.com) or first class post or hand delivered to Our address as first set out above.
- (b) All notices and communications required to be sent by Us shall be made and sent by e-mail to the e-mail address or post to the postal address provided to Us by you.
- (c) If notice is sent in one of the above ways it shall be deemed to have reached the party to whom it is addressed on the next Business Day following the day of posting.

### **Force Majeure**

Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving Our employees or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery or any other cause beyond the reasonable control of the parties rendering performance of the contract for the provision of Our services impossible provided that this condition shall only have effect at Our discretion except when such event renders performance impossible for a continuous period of 2 (two) calendar months.

### **Third Parties**

Except as otherwise specified in the Terms, it is the intention of the parties that no person not a party to the Terms shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

### **Entire Agreement**

These Terms set out the entire agreement between the parties in connection with its subject matter and neither party has entered into these Terms in reliance on any warranty, representation or statement made by the other (which for the avoidance of any doubt includes but is not limited to any verbal discussions between the parties) which is not set out in these Terms. Nothing in these Terms purports to exclude liability for any fraudulent statement or act.

### **Waiver & Severability**

In the event that any provision of these Terms or any part of such is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties from any relevant competent authority the parties shall amend the relevant part of that clause in such reasonable manner as achieves the intention of the parties without illegality or at Our discretion that part of the relevant provisions may be severed from these Terms in which event the remaining Terms and the remaining part of the relevant condition shall remain in full force and effect.

The failure of either party at any time or times to require performance of any provision hereof shall not affect that party's right to enforce such provision at a later time. No waiver by either party of any conditions or the breach of any term covenant representation or warranty contained in these Terms in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as a waiver of the breach of any other term covenant representation or warranty in these Terms.

### **Governing Law and Jurisdiction**

These Terms are governed by the Scottish law in every particular including formation and interpretation and shall be deemed to have been made in Scotland. Any proceedings arising out of or in connection with the Website or the Order may be brought in any court of competent jurisdiction in Scotland.