TERMS AND CONDITIONS(B2B)

BACKGROUND:
These Terms and Conditions shall apply to the provision of services by All Roofing Works Ltd ("the Company" to clients that require their services.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means the legally binding agreement between the Company and the Client comprising the Quotation, these Terms and Conditions, and any documents expressly incorporated into them;
"Business Day"	means any day other than a Saturday, Sunday, or public holiday in England when banks are open for normal business;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Client"	means the business, company, partnership, sole trader, organisation, or other commercial entity purchasing the Services from All Roofing Works Ltd;
"Deposit"	means the advance payment required by the Company before commencement of the Works;
"Final Account"	means the total amount payable by the Client following completion of the Works, including any Variations, additional works, materials, costs, charges, or adjustments;
"Company"	means All Roofing Works Ltd, its employees, agents, representatives, and authorised subcontractors (where applicable)
"Order"	means the Client's initial request to acquire the Services from the Company as described in Clause 2 of these Terms and Conditions;
"Materials"	means all goods, products, components, fixtures, fittings, equipment, consumables, and other items supplied or used by the Company in connection with the Works;
"Property"	means the site, premises, building, land, or location where the Works are to be carried out;
"Quotation"	means the Company's written quotation, proposal, estimate, specification, scope of works, or pricing document issued to the Client;
"Works"	means the Services, labour, Materials, and all associated works to be carried out by the Company as detailed in the Quotation and Contract;

"Services"	means the roofing services, roof repairs, roof replacements, roof maintenance, roof inspections, roofline works, guttering works, flat roofing works, pitched roofing works, leadwork, solar-related roofing works, and any ancillary services provided by the Company;
"Variation"	means any amendment, addition, omission, alteration, modification, change in scope, change in specification, or additional work requested by the Client or required during the Works.

2. **Orders**

2.1 The Company shall provide the Client with a written Quotation detailing the proposed Works, pricing, payment schedule, and any specific assumptions, exclusions, or limitations relating to the Works.

2.2 Unless otherwise stated in writing, all Quotations issued by the Company shall remain valid for a period of thirty (30) calendar days from the date of issue. After this period, the Company reserves the right to amend or withdraw the Quotation without notice.

2.3 A Quotation shall not constitute a legally binding agreement and is an invitation for the Client to place an order for the Works.

2.4 A legally binding Contract shall only come into existence once the Client has accepted the Quotation, paid any required Deposit, and the Company has confirmed acceptance of the instruction.

2.5 The Client is responsible for ensuring that all information, measurements, specifications, drawings, plans, requirements, and instructions supplied to the Company are accurate and complete.

2.6 The Company shall be entitled to rely upon any information, plans, specifications, surveys, drawings, measurements, or instructions supplied by or on behalf of the Client and shall not be liable for any loss, delay, cost, defect, or additional work arising from inaccurate, incomplete, or misleading information.

2.7 Any amendments to the scope of the Works requested by the Client after acceptance of the Quotation shall constitute a Variation and shall be dealt with in accordance with Clause 5 of these Terms and Conditions.

2.8 The Company reserves the right to amend, revise, or withdraw any Quotation prior to acceptance where there has been an error, omission, material price increase, supplier increase, change in site conditions, or any circumstance which materially affects the proposed Works.

2.9 The Client acknowledges that any sketches, drawings, photographs, specifications, illustrations, descriptions, measurements, or similar documents provided by the Company are for guidance purposes only and shall not form part of the Contract unless expressly stated otherwise.

2.10 No employee, representative, agent, or third party shall have authority to vary these Terms and Conditions unless such variation is agreed in writing by a director or authorised representative of the Company.

2.11 The Client warrants that it is entering into the Contract in the course of business and has full authority to instruct the Company and enter into the Contract on behalf of the business, organisation, partnership, or entity named within the Quotation.

3. **Deposit**

3.1 A non-refundable deposit of ten percent (10%) of the total Contract value shall be payable upon acceptance of the Quotation. No booking, commencement date, labour allocation, material order, or slot within the Company's schedule shall be secured until the Deposit has been received in cleared funds.

3.2 Following payment of the Deposit, the Client shall make staged payments as follows:

Thirty percent (30%) shall become due once the first day's works have been completed and the required materials have been delivered to site.

Thirty percent (30%) shall become due upon practical completion of the Works.

The final twenty percent (20%) shall become due following the removal of scaffolding and completion of any agreed snagging items

3.3 All invoices shall be payable within seven (7) days of the invoice date unless otherwise agreed in writing by the Company.

3.4 The Company reserves the right to suspend the Works immediately where any payment becomes overdue. Any delay arising from such suspension shall not constitute a breach of Contract by the Company and the Company shall be entitled to revise any estimated completion dates accordingly.

3.5 The Client shall not be entitled to withhold, delay, reduce, deduct, retain, or set off any payment due to the Company unless agreed in writing by the Company or required by law.

3.6 Where payment remains outstanding beyond the due date, the Company reserves the right to charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any reasonable debt recovery, legal, or collection costs incurred.

3.7 Ownership of all Materials supplied by the Company shall remain with the Company until payment has been received in full for all sums due under the Contract.

3.8 Any payment received by the Company may be allocated against any outstanding invoice, debt, charge, or amount owed by the Client at the Company's discretion.

3.9 Time for payment shall be of the essence of the Contract. Failure to make payment when due shall constitute a material breach of these Terms and Conditions.

4. **Fees and Payment**

4.1 The Contract Price is based upon the information available to the Company at the time the Quotation is prepared and may be adjusted where additional works, Variations, hidden defects, unforeseen site conditions, or additional Materials are required.

4.2 The Client acknowledges that roofing works are often dependent upon the condition of the existing structure and that certain defects, issues, or additional

requirements may only become apparent once the Works have commenced.

4.3 Where additional works are required, the Company shall notify the Client as soon as reasonably practicable and provide details of any additional costs before proceeding where possible.

4.4 Any Variation requested by the Client must be agreed in writing before the additional works are carried out. The Company reserves the right to refuse any Variation request.

4.5 All prices are exclusive of VAT unless expressly stated otherwise within the Quotation. VAT shall be charged at the prevailing rate where applicable.

4.6 The Company reserves the right to request payment for additional Materials, specialist equipment, access requirements, disposal costs, or third-party charges incurred during the Works where such costs were not reasonably foreseeable at the date of the Quotation.

4.7 The Company shall be entitled to issue interim invoices, staged invoices, Variation invoices, and final invoices in accordance with the payment structure detailed within the Quotation and these Terms and Conditions.

4.8 The Client shall raise any query relating to an invoice within five (5) Business Days of receipt. Failure to do so shall be deemed acceptance of the invoice.

4.9 The Company's entitlement to payment shall not be affected by minor defects, snagging items, weather delays, scaffold removal dates, third-party delays, or matters beyond the Company's reasonable control, provided the substantial part of the Works has been completed.

4.10 The Company reserves the right to recover all reasonable costs, expenses, legal fees, debt recovery charges, and collection costs incurred in recovering overdue sums owed by the Client.

4.11 Acceptance of the Works, occupation of the Property, use of the completed Works, or instruction to continue with the Works shall not affect the Client's obligation to make payment in accordance with these Terms and Conditions.

5. Services

5.1 The Company shall carry out the Works with reasonable skill, care, and diligence and in accordance with generally accepted industry standards applicable to roofing works.

5.2 The Services may include roof repairs, roof replacements, roof maintenance, flat roofing, pitched roofing, leadwork, guttering, fascia and soffit works, roofline services, solar-related roofing works, and any other services detailed within the Quotation.

5.3 The Company shall use reasonable endeavours to carry out the Works in accordance with any estimated commencement dates or completion dates provided to the Client. However, all dates are estimates only and time shall not be of the essence.

5.4 The Company shall not be liable for any delay arising from weather conditions, material shortages, supplier delays, site access restrictions, Client delays, third-party delays, health and safety concerns, or any other matter beyond the Company's reasonable control.

5.5 The Company reserves the right to determine the manner, method, sequence, and timing of the Works and may vary the same where reasonably necessary.

5.6 The Company shall use Materials which it considers suitable for the Works and reserves the right to substitute equivalent products where the specified Materials are unavailable, discontinued, or unsuitable.

5.7 The Company shall take reasonable care whilst carrying out the Works but shall not be responsible for any pre-existing defects, weaknesses, deterioration, structural issues, or hidden defects which become apparent during the course of the Works.

5.8 Where additional works become necessary due to hidden defects, rotten timbers, defective membranes, inadequate support structures, water ingress, asbestos, previous poor workmanship, or any condition not reasonably visible at the time of quotation, such works shall be treated as a Variation and charged accordingly.

5.9 The Company may take photographs and videos before, during, and after the Works for record keeping, quality control, training, dispute resolution, and marketing purposes. Where photographs or videos are used for marketing purposes, the Company shall take reasonable steps not to disclose confidential business information belonging to the Client.

5.10 Upon completion of the Works, the Client shall be given a reasonable opportunity to inspect the Works and notify the Company of any defects, concerns, or snagging items. Any such notification must be made in writing within seven (7) days of completion.

5.11 The Company shall be entitled to remedy any genuine defect in the Works before the Client engages any third party to carry out remedial works or seeks to recover any associated costs from the Company.

6. Variations of Works

Any variation, amendment, addition, omission, or change to the Works requested by the Client must be agreed in writing before the additional work is carried out. The Company reserves the right to adjust the Contract Price, programme, and completion date to reflect the Variation. No Variation shall be binding unless confirmed by the Company in writing.

7. Hidden Defects

The Contract Price is based upon the condition of the Property as reasonably visible at the time of quotation. If hidden defects, structural issues, rotten timbers, defective membranes, water damage, asbestos, inadequate support structures, or any other unforeseen conditions are discovered during the Works, the Company shall be entitled to suspend the affected works, issue revised costings, and recover any additional costs reasonably incurred.

8. Weather Conditions

The Client acknowledges that roofing works are heavily dependent upon suitable weather conditions. The Company shall not be liable for any delay, interruption, suspension, or extension of time caused by adverse weather, high winds, heavy rain, snow, ice, extreme temperatures, or any weather conditions which make the Works unsafe or impractical to carry out.

9. Scaffolding and Access Equipment

Where scaffolding, access equipment, lifting equipment, or specialist access arrangements are required, the Company reserves the right to recover any additional costs arising from delays, extended hire periods, restricted access, Client delays, or

circumstances beyond the Company's reasonable control.

10. **Suspension of Works**

The Company reserves the right to suspend the Works immediately where payment is overdue, access is denied, health and safety concerns arise, instructions are not provided, or circumstances occur which prevent the safe and efficient completion of the Works. Any resulting delay shall not constitute a breach of Contract by the Company and the Company shall be entitled to recover any associated costs.

11. Client's Obligations

11.1 The Client shall provide the Company with safe, unrestricted, and timely access to the Property for the purpose of carrying out the Works.

11.2 The Client shall ensure that all relevant information relating to the Property, existing roof structure, previous repairs, defects, surveys, drawings, specifications, and known issues is disclosed to the Company before the commencement of the Works.

11.3 The Client shall obtain, at its own cost, any permissions, licences, approvals, consents, permits, landlord approvals, planning permissions, building control approvals, or other authorisations required in connection with the Works unless expressly agreed otherwise in writing.

11.4 The Client shall provide access to electricity, water, welfare facilities where reasonably required, and any other facilities necessary for the efficient completion of the Works.

11.5 The Client shall ensure that all working areas are safe, accessible, and free from obstructions which may prevent or delay the Works.

11.6 Where the Client fails to provide access, instructions, approvals, information, or facilities required by the Company, the Company reserves the right to suspend the Works and recover any resulting costs, losses, delays, or additional expenses incurred.

11.7 The Client shall be responsible for the protection and removal of any vehicles, equipment, stock, machinery, furniture, fixtures, fittings, or other items located within or around the working area unless otherwise agreed in writing.

11.8 The Client shall not instruct the Company's employees, operatives, or representatives to carry out additional works outside the agreed scope of the Contract without prior written agreement from the Company.

11.9 The Client shall promptly review and respond to any requests for instructions, approvals, decisions, or information required by the Company to avoid delays to the Works.

11.10 The Client shall be responsible for ensuring that the Property remains adequately insured throughout the duration of the Works.

11.11 Any delay, loss, damage, additional cost, or extension of time arising as a result of the Client's act, omission, instruction, failure to cooperate, or breach of these Terms and Conditions shall entitle the Company to recover its reasonable losses and revise any estimated programme for the Works accordingly.

12. Cancellation

12.1 The Client may cancel the Contract by providing written notice to the Company.

12.2 Where cancellation is received after acceptance of the Quotation but before the commencement of the Works, the Deposit shall be retained by the Company to cover administration costs, scheduling commitments, and losses arising from reserving labour, resources, and materials.

12.3 Where the Company has ordered Materials, engaged suppliers, committed labour, arranged access equipment, scaffolding, plant, waste disposal services, or incurred any other costs in connection with the Works, the Client shall remain liable for all such costs incurred up to the date of cancellation.

12.4 Where cancellation occurs after the commencement of the Works, the Client shall immediately pay for:

the value of all Works completed up to the date of cancellation;

all Materials ordered, delivered, or allocated to the Project;

all labour, plant, equipment, scaffolding, disposal costs, and third-party costs incurred;

any reasonable loss of profit on the remaining Works.

12.5 The Company reserves the right to cancel the Contract at any time by written notice where:

the Client commits a material breach of the Contract;

the Client fails to make payment when due;

the Client fails to provide access to the Property;

the Client prevents or delays the Works;

the health and safety of the Company's operatives is placed at risk;

continuation of the Works becomes commercially impractical or unsafe.

12.6 Where the Company exercises its right to cancel under Clause 12.5, all sums due for Works completed, Materials supplied, costs incurred, and losses suffered shall become immediately payable by the Client.

12.7 Cancellation of the Contract shall not affect any rights, remedies, obligations, or liabilities accrued by either party prior to the date of cancellation.

12.8 Any request to postpone, delay, or reschedule the Works shall be treated as a cancellation and rebooking unless otherwise agreed in writing by the Company. The Company reserves the right to recover any resulting costs, losses, or additional expenses arising from such postponement or rescheduling.

13. Liability, Indemnity and Insurance

13.1 The Company shall maintain appropriate insurance cover, including Public Liability Insurance, at levels which the Company considers appropriate for the nature of the Works being undertaken.

13.2 Nothing within these Terms and Conditions shall limit or exclude the

Company's liability for:

death or personal injury caused by its negligence;

fraud or fraudulent misrepresentation;

any liability which cannot legally be limited or excluded.

13.3 Subject to Clause 13.2, the Company's total aggregate liability arising from or in connection with the Contract, whether in contract, negligence, breach of statutory duty, or otherwise, and including any liability under the workmanship guarantee in Clause 14, shall not exceed the total amount paid by the Client under the Contract.

13.4 The Company shall not be liable for loss of profit, revenue, business, contracts, opportunity, goodwill, indirect loss, consequential loss or special loss.

13.5 The Company shall not be liable for any damage, defect, delay, cost, or loss arising from pre-existing defects within the Property, hidden defects not reasonably identifiable during inspection, structural movement, subsidence, defective previous workmanship, water ingress caused by pre-existing defects, asbestos or hazardous materials, acts or omissions of the Client or third parties and failure of existing structures, materials, or systems.

13.6 The Company shall not be responsible for any damage to areas of the Property that require disturbance, removal, lifting, dismantling, stripping back, or exposure in order to carry out the Works, provided reasonable care has been exercised.

13.7 The Client shall indemnify and keep indemnified the Company against all claims, losses, liabilities, costs, damages, expenses, and demands arising from the Client's breach of the Contract, inaccurate or incomplete information supplied by the Client, the Client's failure to obtain required permissions, approvals, or consents and any act or omission of the Client, its employees, contractors, agents, or representatives.

13.8 The Client shall take all reasonable steps to mitigate any loss, damage, delay, or expense arising in connection with the Works and shall not take any action which may increase the Company's liability.

13.9 Any claim relating to the Works must be notified to the Company in writing as soon as reasonably practicable and, in any event, within fourteen (14) days of the Client becoming aware of the matter giving rise to the claim.

13.10 The Company shall be entitled to inspect and investigate any alleged defect, issue, or claim before the Client instructs any third party to undertake remedial works. The Company shall not be liable for the cost of third-party remedial works undertaken without first being given a reasonable opportunity to inspect and rectify any genuine defect.

14. Guarantee

14.1 The Company provides a workmanship guarantee of five (5) years from the date of practical completion of the Works in respect of defects arising solely

from the Company's workmanship.

14.2 The workmanship guarantee applies only where the Works have been fully paid for, the defect relates directly to the Company's workmanship and the Client has complied with all maintenance, inspection, and care requirements relating to the Works.

14.3 Any materials, products, components, fixtures, fittings, membranes, roof coverings, solar-related products, or other goods supplied by the Company shall be subject to the relevant manufacturer's warranty only, where applicable. The Company shall have no liability beyond any warranty offered by the manufacturer.

14.4 The guarantee shall not apply to fair wear and tear, accidental damage, storm damage, extreme weather conditions, subsidence, structural movement, impact damage, vandalism, fire, flooding, failure of existing structures, defective previous workmanship carried out by others, lack of maintenance, and unauthorised alterations, repairs, or modifications carried out by third parties.

14.5 The Client must notify the Company in writing of any alleged defect as soon as reasonably practicable after becoming aware of it.

14.6 The Company shall be given a reasonable opportunity to inspect any alleged defect and, where the claim is valid, to carry out any remedial works.

14.7 The Client shall not instruct any third party to undertake remedial works without first providing the Company with a reasonable opportunity to inspect and rectify the issue. Failure to do so may invalidate the guarantee.

14.8 The guarantee is personal to the Client named within the Contract and may not be transferred to any third party unless expressly agreed in writing by the Company.

14.9 The remedies contained within this Clause shall be the Client's sole remedy in respect of workmanship defects covered by the guarantee.

15. Data Protection

The Company will only use the Client’s personal data as set out in the Company’s Privacy Policy available from https://allroofingworks.com/privacy-policy/.

16. Confidentiality

16.1 Each party shall keep confidential all commercially sensitive, financial, technical, operational, and business information obtained from the other party in connection with the Contract.

16.2 Neither party shall disclose confidential information to any third party unless the information is already in the public domain, disclosure is required by law, regulation, or court order and the other party has provided prior written consent.

16.3 The Company may disclose information where reasonably necessary to its employees, professional advisers, insurers, suppliers, subcontractors, or service providers for the purpose of carrying out the Works or administering the Contract.

16.4 Nothing within this Clause shall prevent the Company from using photographs, videos, project details, or general descriptions of the Works for record

keeping, training, dispute resolution, marketing, or promotional purposes, provided that confidential business information belonging to the Client is not disclosed without consent.

16.5 The obligations contained within this Clause shall continue following completion, termination, or expiry of the Contract.

17. Force Majeure

17.1 The Company shall not be liable for any failure or delay in carrying out the Works where such failure or delay arises from circumstances beyond its reasonable control.

17.2 Such circumstances may include adverse weather conditions, storms, flooding, fire, accidents, supplier delays, material shortages, labour shortages, strikes, industrial action, transport disruption, utility failures, acts of God, government restrictions, pandemics, or any other event beyond the Company's reasonable control.

17.3 Where a Force Majeure event occurs, the Company shall be entitled to a reasonable extension of time to complete the Works and shall not be liable for any resulting delay, loss, or additional cost.

17.4 If a Force Majeure event continues for a prolonged period making completion of the Works impossible or commercially impractical, either party may terminate the Contract by providing written notice to the other.

17.5 The Client shall remain liable for all Works completed, Materials supplied, and costs incurred by the Company up to the date of termination.

18. Termination

18.1 Either party may terminate the Contract by providing written notice where the other party commits a material breach of the Contract and fails to remedy that breach within fourteen (14) days of being requested to do so.

18.2 The Company may terminate the Contract immediately where:

the Client fails to make payment when due;

the Client fails to provide access to the Property;

the Client prevents or delays the Works;

the health and safety of the Company's operatives is placed at risk;

the Client becomes insolvent or ceases trading.

18.3 Where the Contract is terminated, the Client shall immediately pay for all Works completed, Materials supplied, and costs incurred by the Company up to the date of termination.

18.4 Termination shall not affect any rights, remedies, obligations, or liabilities which have accrued prior to the date of termination.

18.6 Any clauses intended to continue after termination, including payment obligations, liability limitations, confidentiality obligations, and dispute resolution provisions, shall remain in full force and effect following termination.

19. Effects of Termination

19.1 Upon termination of the Contract for any reason, the Client shall immediately pay all outstanding invoices, together with any sums properly due to the Company for Works completed, Materials supplied, and costs incurred up to the date of termination.

19.2 Termination of the Contract shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to the date of termination.

19.3 The Company shall be entitled to recover all Company property, equipment, materials, documents, and information belonging to it following termination of the Contract.

19.4 Any provisions which by their nature are intended to survive termination shall remain in full force and effect, including but not limited to payment obligations, confidentiality obligations, liability limitations, and dispute resolution provisions.

19.5 Termination of the Contract shall not prevent either party from pursuing any legal or equitable remedy available to it in respect of any breach occurring before or after termination.

20. No Waiver

No failure or delay by either party in exercising any right, remedy, power, or privilege under the Contract shall operate as a waiver of that right, remedy, power, or privilege. Any waiver of a breach of the Contract shall only be effective if made in writing and shall not be deemed a waiver of any subsequent breach. The exercise by either party of any right or remedy under the Contract shall not prevent or restrict the further exercise of that right or remedy or the exercise of any other right or remedy available to it.

21. Photos and Marketing

The Company may take photographs and videos before, during, and after the Works for record keeping, quality control, training, dispute resolution, and marketing purposes. If the Client does not wish photographs or videos of the Works to be used for marketing purposes, the Client must notify the Company in writing before commencement of the Works.

22. Assignment and Sub-Contracting

22.1 The Client may not assign, transfer, subcontract, charge, or otherwise deal with any of its rights or obligations under the Contract without the prior written consent of the Company.

22.2 The Company may assign, transfer, subcontract, or otherwise delegate any of its rights or obligations under the Contract where reasonably necessary for the performance of the Works.

22.3 Where the Company engages subcontractors, suppliers, specialists, or third-party contractors, the Company shall remain responsible for the performance of the Works carried out on its behalf.

22.4 The use of subcontractors shall not relieve the Client of any obligation under the Contract, including its obligation to make payment in accordance with these Terms and Conditions.

22.5 Nothing in this Clause shall create any contractual relationship between the Client and any subcontractor, supplier, or third party engaged by the Company.

23. Time

Any dates, timescales, programmes, commencement dates, completion dates, or estimated durations provided by the Company are estimates only and are given in good faith. Time shall not be of the essence in relation to the performance or completion of the Works. The Company shall not be liable for any delay arising from weather conditions, material shortages, supplier delays, site conditions, Client delays, third-party delays, health and safety requirements, or any other circumstance beyond the Company's reasonable control. Where a delay occurs, the Company shall be entitled to a reasonable extension of time to complete the Works without liability to the Client. The Client shall not be entitled to withhold payment, cancel the Contract, or claim compensation solely as a result of any delay which is outside the Company's reasonable control.

24. Relationship of the Parties

Nothing in the Contract shall create or be deemed to create any partnership, joint venture, agency, employment relationship, or other fiduciary relationship between the Company and the Client. Each party shall act as an independent contracting party and neither party shall have authority to bind or act on behalf of the other unless expressly agreed in writing.

25. Third Party Rights

A person who is not a party to the Contract shall have no right to enforce any provision of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Contract is made solely for the benefit of the Company and the Client.

26. Notices

Any notice given under the Contract shall be in writing and shall be deemed validly served if delivered by hand, sent by first class post, or sent by email to the contact details provided by the receiving party. Notices sent by email shall be deemed received on the date of transmission, provided no delivery failure notification is received. It is the responsibility of each party to notify the other of any change to its contact details.

27. Entire Agreement

The Contract, together with the Quotation and these Terms and Conditions, constitutes the entire agreement between the Company and the Client and supersedes all previous discussions, negotiations, representations, understandings, and agreements relating to the Works. The Client acknowledges that it has not relied upon any statement, representation, or promise not expressly set out within the Contract.

28. Severance

If any provision of the Contract is found by a court or other competent authority to be

unlawful, invalid, or unenforceable, that provision shall be deemed severed from the Contract and the remaining provisions shall continue in full force and effect. The validity and enforceability of the remainder of the Contract shall not be affected.

29. Dispute Resolution

29.1 In the event of any dispute, claim, or disagreement arising out of or in connection with the Contract, the parties shall first attempt to resolve the matter through good faith discussions and negotiations.

29.2 Neither party shall commence legal proceedings without first giving the other party a reasonable opportunity to resolve the dispute, except where urgent action is required to protect its legal position.

29.3 If the dispute cannot be resolved through negotiation, either party may propose mediation or another form of alternative dispute resolution before commencing court proceedings.

29.4 Nothing in this Clause shall prevent either party from seeking injunctive relief, recovering outstanding sums, or taking any other action reasonably necessary to protect its rights or interests.

30. Law and Jurisdiction

30.1 The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

30.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, its subject matter, or its formation.