

# Credit Application Form

<b>Full Trading Name</b>	
<b>Trading Address</b>	
<b>Postcode</b>	

<b>Tel No.</b>	
<b>Invoice Address (If applicable)</b>	
<b>Postcode</b>	

<b>Registered Office Address</b>	
<b>Parent Company Name</b>	
<b>Parent Company Reg No.</b>	

<b>Accounts Contact Name</b>	
<b>Accounts Tel No.</b>	
<b>Account Email</b>	
<b>Are PO's Required?</b>	
<b>Company Registration No.</b>	
<b>Company VAT No.</b>	
<b>How Long Established?</b>	<b>YEARS</b>
<b>Monthly Credit Required?</b>	<b>£</b>
<b>SIC Code(s)</b>	
<b>Waste Carriers License No.</b>	

Please attach a copy of your waste carriers licence if applicable

<b>Buyer Contact Name</b>	
<b>Buyer Tel No.</b>	
<b>Buyer Email</b>	

<b>First Trade Reference</b>	
<b>Accounts Email</b>	
<b>Address</b>	
<b>Tel No.</b>	
<b>Second Trade Reference</b>	
<b>Accounts Email</b>	
<b>Address</b>	
<b>Tel No.</b>	

I/we confirm that the above information is true & is given to enable Ground Materials Limited to extend credit to the applicant. I/We Authorise Ground Materials Limited to make credit investigations as seen fit, including contacting the above for trade references and obtaining searches with trade reference agencies. We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies who will share that information with other businesses when assessing application for credit and fraud prevention.

<b>Authorised Signature</b>		<b>Print Name</b>	
<b>Position Within Company</b>		<b>Date</b>	

PLEASE READ TERMS & CONDITIONS BELOW

I, the person named above confirm that I am authorised to accept the Terms & Conditions and do so on behalf of the company named above.

**GMAT (Ground Materials Ltd)**  
**CONDITIONS OF SALE**

The Buyer's attention is in particular drawn to the provisions of conditions 4.5, 5.6, 6.12, 12.4 and 13.

**1**        **INTERPRETATION**

1.1        The definitions and rules of interpretation in this condition 1.1 apply in these conditions.

<b>Buyer:</b>	the person, firm or company who purchases the Goods and/or Services from the Company.
<b>Company:</b>	means Ground Materials Limited, and where relevant any sub-contractor of it.
<b>Contract:</b>	the contract between the Company and the Buyer for the supply of Goods or Services or Goods and Services in accordance with these conditions.
<b>Delivery Point:</b>	the place where delivery of the Goods is to take place under condition 6.
<b>Goods:</b>	any goods, including waste, soil, aggregates or other materials, set out in an Order to be supplied to the Buyer by the Company (including any part or parts of them).
<b>Order:</b>	the Buyer's order for the Goods or Services or Goods and Services.
<b>Service Specification:</b>	the description or specification for the Services provided by the Company to the Buyer.
<b>Services:</b>	the services supplied to the Buyer by the Company.

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        Words in the singular include the plural and in the plural include the singular.

1.4        A reference to one gender includes a reference to the other gender.

1.5        Where the words "include(s)" or "including" are used in these conditions, they are deemed to have the words "without limitation" following them, and are illustrative and shall not limit the sense of the words preceding them.

1.6        Condition headings do not affect the interpretation of these conditions.

**2**        **APPLICATION OF TERMS**

2.1        Subject to any variation under condition 2.3, the Contract shall be conducted on these conditions to the exclusion of all other terms and conditions the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing (including any terms or conditions which the Buyer purports to apply under any Order, purchase order, confirmation of order, specification or other document).

2.2        Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.3        Any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Buyer 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.

2.4        Each Order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy the Goods and/or Services subject to these conditions.

2.5        No Order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company, or if no written acknowledgment issued by the Company an oral acknowledgment issued by the Company which is recorded by the Company internally, at which point and on which date the Contract shall come into existence.

2.6        The Buyer shall ensure that the terms of its Order and any applicable specification for Goods and/or Services are complete and accurate.

**3**        **DESCRIPTION**

3.1        The quantity and description of the Goods and/or Services shall be as set out in the Company's quotation or acknowledgement of Order.

3.2        All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

**4**        **SERVICES**

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

4.2        The Company shall supply the Services in accordance with its Service Specification in all material respects. The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.

4.3        The Company shall use reasonable endeavours to meet performance dates for the Services set out in an Order or quotation, but any performance date or times stated in the Contract are approximate only and shall not be binding. Accordingly, the time of supply of the Services shall not be of the essence of the Contract.

4.4        Where the Company supplies in connection with the provision of the Services any services or any goods (including haulier/carrier services) supplied by a third party, the Company does not give any warranty, guarantee or other term as to the third party's services or goods quality, fitness for purpose or otherwise, but shall, where possible, assign to the Buyer the benefit of any warranty, guarantee or indemnity given to the Company by the third party supplying the services or goods to the Company.

4.5        The Company shall not consider any claim made against it in respect of any alleged failure or default in the provision of Services unless the Buyer notified the Company within seven days of the relevant failure. The Company's liability in such circumstances shall be limited to the cost of rectifying the failure or the net price at which the Service is provided to the Buyer, whichever is lower.

4.6        If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission (including negligence) by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**");

- 4.6.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;
- 4.6.2 the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this condition 4.6; and
- 4.6.3 the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default on an indemnity basis.

## **5 DESCRIPTION OF GOODS**

- 5.1 The Buyer shall provide to the Company a description of any Goods which it requires the Company (or its nominated carrier/hauler) to receive prior to the Buyer delivering or the Company (or its nominated carrier/hauler) collecting or accepting any Goods from the Buyer. The Buyer warrants the accuracy of the description of the Goods it provides to the Company.
- 5.2 If the Buyer's description of the Goods is deemed by the Company in its reasonable opinion to be inaccurate, then the Company shall at its discretion reserve the right to either:
- 5.2.1 analyse the composition of the Goods (either itself for obtain composition verification from a third party) to verify the accuracy of the Buyer's description; or
- 5.2.2 terminate the Contract without any further liability to the Buyer.
- 5.3 If the Company undertakes the analysis at condition 5.2.1, the Company reserves the right, at its reasonable discretion, on receipt of the results to either proceed with the Contract or to terminate the Contract.
- 5.4 If the Company terminates the contract pursuant to this condition 5, the Buyer shall collect from the Company any Goods it delivered or had delivered or which the Company (or its nominated carrier/hauler) collected pursuant to this Contract within 24 hours of the Company notifying it that the Contract has been terminated.
- 5.5 If the Goods are not collected by the Buyer pursuant to condition 5.4 the Company shall at its discretion effect the return or disposal of the Goods itself or by way of a third party and the Buyer shall indemnify the Company for all costs incurred by the Company in relation to such disposal.
- 5.6 The Buyer shall indemnify the Company for any loss or costs the Company suffers as a result of its inaccurate description of the Goods.

## **6 DELIVERY**

- 6.1 If the Company delivers the Goods to the Buyer, the Delivery Point will be the location set out in the Order. Under this condition 6.1, delivery shall be completed on the completion of loading of the Goods at the Delivery Point.
- 6.2 If the Buyer collects or arranges the collection of the Goods from the Company, the Delivery Point will be the collection location set out in the Order.
- 6.3 If the Company arranges a carrier or haulier company to collect or deliver the Goods, the Delivery Point will be the location where the Goods are loaded onto the carrier.
- 6.4 Under condition 6.2 and condition 6.3, delivery is completed on the loading of the Goods at the Delivery Point.
- 6.5 Any dates specified by the Company for delivery or collection of the Goods are intended to be an estimate and time for delivery or collection shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 6.6 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 6.7.1 risk in the Goods shall pass to the Buyer;
- 6.7.2 the Goods shall be deemed to have been delivered on the originally estimated date of delivery; and
- 6.7.3 the Company may store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including storage and insurance).
- 6.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading and/or unloading the Goods unless the Delivery Point is as specified under condition 6.3.
- 6.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be:
- 6.9.1 a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment; and
- 6.9.2 invoiced and paid for in accordance with the provisions of the Contract.
- 6.10 The Company shall be entitled to determine the route and manner of delivery of the Goods and shall for the purpose of Section 32(2) of the Sale of Goods Act 1979 be deemed to have the Buyer's authority to make such contract with any carrier as to the Company may seem reasonable. If the route involves sea transit the Company shall not be obliged to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
- 6.11 Where the Goods are handed to a carrier for carriage to the Buyer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purposes of Sections 44, 45 and of the Sale of Goods Act 1979.
- 6.12 No liability (whether in contract, for negligence or otherwise howsoever) for non-delivery, loss or damage to the Goods occurring prior to delivery or for any claim that Goods are not in accordance with the Contract (being a defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the Goods) will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods) within seven days of delivery for loss, damage or non-compliance with the Contract.
- 6.13 In the event of a valid claim for loss, damage or non-compliance with the Contract the Company undertakes as its option either to reprocess or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non delivery, loss, damage or non-compliance.
- 6.14 If the Buyer fails to give notice in accordance with condition 6.12 above the Goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of loss, damage or non-compliance shall (save as set out in conditions 12 and 13 below) thereafter be wholly barred.

**7**            **NON-DELIVERY**

- 7.1            The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business or the despatch location as agreed between the parties shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 7.2            The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within seven days of the date when the Goods would in the ordinary course of events have been received.
- 7.3            Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

**8**            **RISK/TITLE**

- 8.1            Risk in the Goods shall pass to the Buyer from the time of delivery.
- 8.2            Title to the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.2.1            the Goods; and
- 8.2.2            all other sums which are or which become due to the Company from the Buyer on any account.
- 8.3            Until title to the Goods has passed to the Buyer, the Buyer shall:
- 8.3.1            hold the Goods on a fiduciary basis as the Company's bailee;
- 8.3.2            store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 8.3.3            not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 8.3.4            maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 8.4            The Buyer may resell the Goods before title has passed to it solely on the following conditions:
- 8.4.1            any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- 8.4.2            any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 8.5            The Buyer's right to possession of the Goods shall terminate immediately if:
- 8.5.1            the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 8.5.2            the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations;
- 8.5.3            under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 8.5.4            the Buyer encumbers or in any way charges any of the Goods.
- 8.6            The Company shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from the Company.
- 8.7            The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 8.8            Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 8.9            On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition shall remain in effect.

**9**            **PRICE**

- 9.1            Unless otherwise agreed by the Company in writing, the price for the Goods and/or Services shall be the price set out in the quotation provided by the Company in relation to the Order.
- 9.2            The price payable for Goods and/or Services delivered or performed by way of instalments shall be the price set out in the quotation provided by the Company in relation to the Order.
- 9.3            All amounts payable by the Buyer under the Contract are exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance, all of which the Buyer shall pay in addition when it is due to pay for the Goods and/or Services.

**10**           **RETURNS**

- 10.1           Goods cannot be returned without the Company's prior written agreement and must be in the same condition as when delivered; in such circumstances the Goods shall be returned to the Company's place of business or a location as agreed between the parties at the Buyer's expense, subject to a handling charge which will be set by the Company in each case.

**11**           **PAYMENT**

- 11.1           Payment of the price for the Goods and/or Services is due in pounds sterling 30 days following the date of the invoice, or such other terms as shall be agreed in writing by a Director of the Company.

- 11.2 Time for payment by the Buyer under the Contract shall be of the essence.
- 11.3 No payment shall be deemed to have been received until the Company has received such payment in cleared funds.
- 11.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 11.5 For Goods and/or Services delivered or received in instalments, the Company shall be entitled to invoice each instalment as and when delivery or receipt has been made and payment shall be due in respect of each instalment where a delivery or receipt has been made notwithstanding non-delivery of other instalments. Should there be any default by the Buyer the payment of any instalment due or failure to give delivery instructions in respect of any quantity of goods undelivered then the whole balance of the price for all Goods and/or Services shall become due immediately.
- 11.6 The Buyer 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 Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 11.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the Bank of England base lending rate from time to time, 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.

## 12 QUALITY

- 12.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 12.2 The Company warrants that (subject to the other provisions of these conditions) on delivery the Goods shall:
- 12.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 12.2.2 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 12.3 The Company shall not be liable for a breach of the warranty in condition 12.2 unless:
- 12.3.1 the Buyer gives written notice of the defect in the Goods to the Company, within seven days of delivery or within seven days of discovery that some or all of the Goods do not comply with the warranty in condition 12.2;
- 12.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods; and
- 12.3.3 the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.
- 12.4 The Company shall not be liable for a breach of the warranty in condition 12.2 if:
- 12.4.1 the Buyer makes any further use of such Goods after giving such notice required by condition 12.3; or
- 12.4.2 the defect in the Goods arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 12.4.3 the Buyer alters such Goods without the written consent of the Company.
- 12.5 Subject to condition 6, if any of the Goods do not conform with the warranty in condition 12.2 the Company shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense return the Goods or the part of such Goods which is defective to the Company.
- 12.6 If the Company complies with condition 12.5 it shall have no further liability for a breach of the warranty OR any of the warranties in condition 12 in respect of such Goods.
- 12.7 Where goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.
- 12.8 For the avoidance of doubt, subject to condition 12.2, the Company does not warrant the fitness of the Goods for any purpose or the quality of the Goods or the correspondence of the Goods with any description or sample.

## 13 LIMITATION OF LIABILITY

- 13.1 Subject to conditions 4, 5, 6, 7, 8 and 12, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 13.1.1 any breach of these conditions;
- 13.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods;
- 13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract; and
- 13.1.4 the provision of any Service.
- 13.2 The Company has given warranties in this Contract and commitments as to compliance of the Goods and Services in conditions 4 and 12. In view of these commitments, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these conditions excludes or limits the liability of the Company:
- 13.3.1 for death or personal injury caused by the Company's negligence; or
- 13.3.2 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 13.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 13.3.4 for fraud or fraudulent misrepresentation.

- 13.4 Subject to condition 13.2 and condition 13.3:
- 13.4.1 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
- 13.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, wasted expenditure, loss of anticipated savings, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for special, indirect or consequential loss whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 14 ASSIGNMENT**
- 14.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 14.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company, such consent not to be unreasonably withheld.
- 15 FORCE MAJEURE**
- 15.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances, events or causes beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, pandemic, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials ("**Force Majeure Event**"), provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 16 TERMINATION**
- 16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 16.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 16.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 16.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 16.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 16.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 16.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Company if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in condition 16.1.2 to condition 16.1.4, or the Company reasonably believes that the Buyer is about to become subject to any of them.
- 16.4 The Contract may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company for any losses resulting from the said cancellation.
- 17 CONSEQUENCES OF TERMINATION**
- 17.1 On termination or expiry of the Contract for any reason:
- 17.1.1 the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
- 17.1.2 the Buyer shall return all of Goods which have not been fully paid for. If the Buyer fails to do so, then the Company may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 17.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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 Contract which existed at or before the date of termination or expiry.
- 17.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 18 GENERAL**
- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend 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.
- 18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 18.7 This agreement constitutes the entire agreement between the parties with respect to the matters dealt with herein and supersedes any previous agreement between the parties in relation to such matters. Save in respect of statements made fraudulently they have no rights or liabilities in respect of pre-contractual statements.
- 18.8 Except as set out in this Contract, any variation of it must be in writing and signed by a director of the Company.

**19**      **COMMUNICATIONS**

19.1      All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email:

19.1.1      (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company or if sent by email to the following address [info@gmat.co.uk](mailto:info@gmat.co.uk); or

19.1.2      (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address, or if sent by email the email address, of the Buyer set out in any document which forms part of the Contract or such other address or email address as shall be notified to the Company by the Buyer.

19.2      Communications shall be deemed to have been received:

19.2.1      if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

19.2.2      if delivered by hand, on the day of delivery; or

19.2.3      If sent by email, at the time of transmission and otherwise on the next working day.

19.3      Communications addressed to the Company shall be marked for the attention of "The Managing Director".