

MARTIN WILLIAMS (HULL) LTD

TERMS & CONDITIONS – BODYSHOP, PARTS & MECHANICAL DIVISION

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day - a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date has the meaning given in Clause 2.2.

Conditions these terms and conditions as amended from time to time in accordance with clause 19.1.

Contract - the contract between Martin Williams (Hull) Ltd and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the Order Document.

Control - has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer - the person or firm who purchases the Goods and/or Services from Martin Williams (Hull) Ltd as set out in the Order Document.

Consumer - a Customer, being an individual who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession.

Data Protection Legislation - all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Delivery Location - the location set out in the Order Document (if any).

Force Majeure - event has the meaning given to it in clause 15.

Goods - the goods (or any part of them) set out in the Order Document.

Goods - specification any specification for the Goods provided by Martin Williams (Hull) Ltd.

Intellectual Property Rights - patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Martin Williams (Hull) Ltd Limited registered in England and Wales with company number 04756870.

Order - the Customer's order (verbal or in writing) for the supply of Goods and/or Services.

Order Document - the estimate, quotation or order confirmation provided by Martin Williams (Hull) Ltd to the Customer.

Price - the price for the Goods and/or Services as set out in the Order Document.

Services - the services, supplied by Martin Williams (Hull) Ltd to the Customer, including repairs, paint spraying, livery applications, body work finishing and any other work as set out in the Service Specification.

Service Specification - any description or specification for the Services provided by Martin Williams (Hull) Ltd to the Customer (if applicable)

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to writing or written includes email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Martin Williams (Hull) Ltd commences the provision of the Goods and / or Services requested by the Customer, or Martin Williams (Hull) Ltd issues acceptance of the Order (as applicable) at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Any quotation given by Martin Williams (Hull) Ltd shall not constitute an offer, and is only valid for a period of 30 days from its date of issue and may be withdrawn by Martin Williams (Hull) Ltd at any time.

2.5 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Authority to Drive

In connection with the supply of a vehicle or an inspection or testing or the preparation of any estimate in connection therewith, Martin Williams (Hull) Ltd shall be entitled to drive the vehicle on the road or elsewhere as it shall deem necessary. These provisions shall apply also to any vehicle offered by the Customer in part-exchange.

4. Delivery of Goods

4.1 In the event that the Order Document states that the Goods are to be delivered, the following terms shall apply.

4.2 Martin Williams (Hull) Ltd shall deliver the Goods to the Delivery Location at any time after Martin Williams (Hull) Ltd notifies the Customer that the Goods are ready and delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Martin Williams (Hull) Ltd shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, delays by the manufacturer, or the Customer's failure to provide Martin Williams (Hull) Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If Martin Williams (Hull) Ltd fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Martin Williams (Hull) Ltd shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, delays by the manufacturer, or the Customer's failure to provide Martin Williams (Hull) Ltd with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.5 If the Customer fails to accept delivery of the Goods within three Business Days of Martin Williams (Hull) Ltd notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the failure of Martin Williams (Hull) Ltd to comply with its obligations under the Contract in respect of the Goods:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Martin Williams (Hull) Ltd notified the Customer that the Goods were ready; and

4.5.2 Martin Williams (Hull) Ltd shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If ten Business Days after the day on which Martin Williams (Hull) Ltd notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Martin Williams (Hull) Ltd may resell or otherwise dispose of part or all of the Goods and account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. Title and risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery.

5.2 Title to the Goods shall not pass to the Customer until the earlier of:

5.2.1 Martin Williams (Hull) Ltd receives payment in full (in cash or cleared funds) for the Goods and any other goods that Martin Williams (Hull) Ltd has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

5.2.2 The Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.5.

5.3 Until title to the Goods has passed to the Customer, the Customer shall: -

5.3.1 Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of Martin Williams (Hull) Ltd;

5.3.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on behalf of Martin Williams (Hull) Ltd from the date of delivery;

5.3.4 notify Martin Williams (Hull) Ltd immediately if it becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.4; and

5.3.5 Give Martin Williams (Hull) Ltd such information relating to the Goods as Martin Williams (Hull) Ltd may require from time to time.

5.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Martin Williams (Hull) Ltd receives payment for the Goods. However, if the Customer resells the Goods before that time:

5.4.1 It does so as principal and not as the agent of Martin Williams (Hull) Ltd;

5.4.2 Title to the Goods shall pass from Martin Williams (Hull) Ltd to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.4, then, without limiting any other right or remedy Martin Williams (Hull) Ltd may have:

5.5.1 The Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

5.5.2 Martin Williams (Hull) Ltd may at any time:

5.5.2.1 Require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

5.5.2.2 If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Supply of Services

6.1 Martin Williams (Hull) Ltd shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

6.2 Martin Williams (Hull) Ltd 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 Martin Williams (Hull) Ltd shall notify the Customer in any such event.

7. Customer's obligations

7.1 The Customer shall:

7.1.1 ensure that the terms of the Order and Order Document and any information set out in the Goods and / or Service Specification are complete and accurate (if applicable);

7.1.2 Co-operate with Martin Williams (Hull) Ltd in all matters relating to the Goods and/or Services;

7.1.3 Provide Martin Williams (Hull) Ltd with such information and materials as Martin Williams (Hull) Ltd may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;

7.1.4 Obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Services are to start;

7.1.5 Comply with all applicable laws, including health and safety laws;

7.1.6 Ensure that any relevant statutory provisions are complied with, prior to the Customer using any Goods; and

7.1.7 Comply with any additional obligations as set out in the Service Specification and the Order Document.

7.2 If the performance of Martin Williams (Hull) Ltd in respect of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

7.2.1 without limiting or affecting any other right or remedy available to it, Martin Williams (Hull) Ltd shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the performance of Martin Williams (Hull) Ltd in respect of any of its obligations;

7.2.2 Martin Williams (Hull) Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of Martin Williams (Hull) Ltd to perform any of its obligations as set out in this clause 7.2; and

7.2.3 The Customer shall reimburse Martin Williams (Hull) Ltd on written demand for any costs or losses sustained or incurred by Martin Williams (Hull) Ltd arising directly or indirectly from the Customer Default.

8. Charges and payment

8.1 The price for Goods:

8.1.1 Shall be the price set out in the Order Document; and

8.1.2 Shall be exclusive of any accessories, vehicle excise licence, painting, tipping gear, bodies, associated equipment, delivery or VAT. VAT shall be payable by the Customer at the rate prevailing at the date of the relevant invoice.

8.2 The charges for Services shall be calculated on a time and materials basis as agreed:

8.2.1 The charges shall be calculated in accordance with the hourly fee rates of Martin Williams (Hull) Ltd (such rates to be reviewed and increased annually), as set out in the Order Document;

8.2.2 Martin Williams (Hull) Ltd shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Martin Williams (Hull) Ltd engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Martin Williams (Hull) Ltd for the performance of the Services, and for the cost of any materials.

8.3 Martin Williams (Hull) Ltd reserves the right to: -

8.3.1 Increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Martin Williams (Hull) Ltd that is due to:

8.3.1.1 any factor beyond the control of Martin Williams (Hull) Ltd (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.3.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

8.3.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Martin Williams (Hull) Ltd adequate or accurate information or instructions in respect of the Goods.

8.4 Martin Williams (Hull) Ltd shall increase its prices for the provision of Goods and Services in line with commercial requirements and on an annual basis as a minimum.

8.5 In respect of Goods, Martin Williams (Hull) Ltd shall invoice the Customer on or at any time after confirmation of the Order In respect of Services, Martin Williams (Hull) Ltd shall invoice the Customer on completion of the Services or within a reasonable timeframe thereafter.

8.6 The Customer shall pay each invoice submitted by Martin Williams (Hull) Ltd: -

8.6.1 upon receipt of an invoice prior to delivery or collection of the vehicle or spare part, except in the case of approved credit customers for servicing or spare parts, in which case payment for such servicing or spare parts will be by the end of the month following the month of the invoice;

8.6.2 in full and in cleared funds to a bank account nominated in writing by Martin Williams (Hull) Ltd, and time for payment shall be of the essence of the Contract; and

8.6.3 in the case of approved credit customers, with respect to purchasing, servicing and spare parts under any breakdown scheme (as detailed in any documentation accompanying the Goods), Martin Williams (Hull) Ltd reserves the right to charge the Customer a handling charge equal to 10% of the invoice value, to a maximum of £50.00. Such sum shall be payable following receipt of invoice, in accordance with clause 8.5 above.

8.6.4 In the case of parts purchased, where it is later decided or realised that these are no longer required by the customer, Martin Williams (Hull) Ltd reserves the right to charge the Customer a handling charge equal to 20% of the value of the part being returned up to a maximum of £150.00. Such sum shall be deducted from any refund monies or credit notes due to the Customer.

8.7 Any queries in relation to invoices by Martin Williams (Hull) Ltd to the Customer must be raised in writing to the credit control team of Martin Williams (Hull) Ltd within 7 days of receipt of the invoice. Any queries raised outside of this time frame will not be considered and the invoice will be deemed to be accepted and payable.

8.8 If the Customer fails to make a payment due to Martin Williams (Hull) Ltd under the Contract by the due date, then, without limiting the remedies of Martin Williams (Hull) Ltd under clause 13.1 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14.1.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for

any period when that base rate is below 0% and all other invoices of Martin Williams (Hull) Ltd shall become immediately due and payable.

8.9 Martin Williams (Hull) Ltd shall have the right to a lien over any goods of the Customer in the possession of Martin Williams (Hull) Ltd.

8.10 If payments received from the Customer are not stated to refer to a particular invoice, Martin Williams (Hull) Ltd may appropriate such payments to any outstanding invoice.

8.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by Martin Williams (Hull) Ltd.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause; and

10.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11. Warranties

11.1 Except where the Customer is acting as a Consumer, in so far as liability may be placed upon Martin Williams (Hull) Ltd by the Consumer Rights Act 2015 or any other statutory provision, no warranty is given or implied as to the quality of Goods or Services by Martin Williams (Hull) Ltd or their fitness for any particular purpose whether known to Martin Williams (Hull) Ltd or not.

11.2 Where the Goods provided are new Goods, these may be provided with a manufacturer warranty. No warranty is provided by Martin Williams (Hull) Ltd.

11.3 Where the Goods provided are used Goods, these are sold in their existing condition. These may be provided with a manufacturer warranty. No warranty is provided by Martin Williams (Hull) Ltd.

11.4 Where the Goods provided are parts only, whether as part of a service or repair or otherwise, these may be provided with a manufacturing warranty. No warranty is provided by Martin Williams (Hull) Ltd.

11.5 Martin Williams (Hull) Ltd warrants that it shall supply the Services using reasonable care and skill.

11.6 Martin Williams (Hull) Ltd will, however, in its absolute discretion and without prejudice to its right hereunder, correct all faults in services carried out by Martin Williams (Hull) Ltd and occurring by reason of the default or negligence of Martin Williams (Hull) Ltd and shown to be such to the satisfaction of Martin Williams (Hull) Ltd. Alternatively, Martin Williams (Hull) Ltd may choose to refund any money paid by the Customer for any Services or Goods.

11.7 Subject to the remaining provisions of this clause set out below, Martin Williams (Hull) Ltd assigns to the Customer, the benefits of any applicable manufacturer's warranty for the Goods and parts fitted to a vehicle in the course of a repair or service.

11.8 The obligations of Martin Williams (Hull) Ltd under the Contract shall be mitigated or removed if any defect is caused or worsened by any of the following:

11.8.1 Failure to notify Martin Williams (Hull) Ltd of the defect;

11.8.2 Failure to afford Martin Williams (Hull) Ltd opportunity to rectify the problem;

11.8.3 Subjecting the Goods to misuse, negligence or accident or using the vehicle for racing, rallying or similar sports;

11.8.4 Installation of a part into the Goods not approved by either the manufacturer or Martin Williams (Hull) Ltd, or altering them in a way not approved by either the manufacturer or Martin Williams (Hull) Ltd;

11.8.5 failure to adhere to maintenance instructions regarding the care, treatment or upkeep of the Goods, or in failing to have servicing and preventative maintenance carried out as recommended by either the manufacturer or Martin Williams (Hull) Ltd.

12. Limitation of Liability

12.1 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

12.1.1 Death or personal injury caused by negligence;

12.1.2 Fraud or fraudulent misrepresentation; and

12.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, the Supplier's total liability to the Customer shall not exceed the Price. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

12.3 The following types of loss are wholly excluded:

12.3.1 Loss of profits;

12.3.2 Loss of sales or business;

12.3.3 Loss of agreements or contracts;

12.3.4 Loss of anticipated savings;

12.3.5 Loss of use or corruption of software, data or information;

12.3.6 Loss of or damage to goodwill; or

12.3.7 Indirect or consequential loss.

12.4 Martin Williams (Hull) Ltd shall have no liability to the Customer for any defect arising from:

12.4.1 Equipment, or components manufactured or supplied to Martin Williams (Hull) Ltd by a third party; or

12.4.2 Equipment or components not fitted by Martin Williams (Hull) Ltd.

12.5 Martin Williams (Hull) Ltd has given commitments as to compliance of the Services with relevant specifications. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

12.6 Unless the Customer notifies Martin Williams (Hull) Ltd that it intends to make a claim in respect of an event within the notice period, Martin Williams (Hull) Ltd shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. Termination

13.1 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:

13.1.1 The other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

13.1.2 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), 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;

13.1.3 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

13.1.4 The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, Martin Williams (Hull) Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.2.1 The Customer fails to pay any amount due under the Contract on the due date for payment; or

13.2.2 There is a change of control of the Customer.

13.3 Without affecting any other right or remedy available to it, Martin Williams (Hull) Ltd may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Martin Williams (Hull) Ltd if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.4, or Martin Williams (Hull) Ltd reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

14.1.1 the Customer shall immediately pay to Martin Williams (Hull) Ltd all of the outstanding unpaid invoices and interest of Martin Williams (Hull) Ltd and, in respect of Services and Goods supplied but for which no invoice has been submitted, Martin Williams (Hull) Ltd shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 The Customer shall return all of the Materials of Martin Williams (Hull) Ltd and any Goods which have not been fully paid for. If the Customer fails to do so, then Martin Williams (Hull) Ltd may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 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.

14.3 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.

15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event).

16. General

16.1 Data Protection. Each party shall comply with its obligations under Data Protection Legislation.

16.2 Assignment and other dealings

16.2.1 Martin Williams (Hull) Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Martin Williams (Hull) Ltd.

16.3 Notices.

16.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

16.3.1.1 Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

16.3.2 Any notice shall be deemed to have been received:

16.3.2.1 If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

16.3.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

16.3.3 This clause 16.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 20.4 shall not affect the validity and enforceability of the rest of the Contract.

16.5 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.6 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.7 Entire agreement.

16.7.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.7.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

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

16.8 Third parties rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.9 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.10 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

17. Statutory and regulatory disclosures

17.1 Our VAT number is GB551858323.

17.2 This website is owned and operated by Martin Williams (Hull) Ltd.

17.3 We are registered in England and Wales under registration number 04756870, and our registered office is at: Ellifoot Lane, Burstwick, Hull, HU12 9EF.

17.4 Our principal place of business is at: Ellifoot Lane, Burstwick, Hull, HU12 9EF.

17.5 You can contact us using the details below:

Martin Williams (Hull) Ltd, Ellifoot Lane, Burstwick, Hull, HU12 9EF

Tel: 01482 897607

Email: sales@mwhull.co.uk

*Calls may be recorded for monitoring and training purposes.

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