

## TERMS AND CONDITIONS OF SERVICES

No variation of these conditions (or of any of the documents referred to herein) shall be valid unless it is in writing and signed by or on behalf of you and us.



The terms of these conditions cannot be varied other than by your and our mutual consent. Our consent can only be provided by the [managing director/director/senior manager] and must be evidenced in writing.

## DEFINITIONS

- I. Where reference is made to “you” or “your” it means you, the client entering into the agreement with us for services and includes the party to whom our quotation is addressed and the party by whom the acceptance is signed, and “your” has a corresponding meaning.
- II. Where reference is made to “we”, “us” or “our” it means Red Lion Logistics
- III. “quotation” means our formal document setting out the quotation cost of your removal.
- IV. “goods” means all furniture and other effects which are to be the subject of the services.
- V. “service” means the whole of the work to be undertaken by us in connection with the goods including storage (if applicable).
- VI. “agreement” means the contract between you and us for the supply of the services in accordance with these conditions, including the signed acceptance and quotation and any relevant schedules.
- VII. “subcontractor” means any person other than one of our employees who, under any agreement or arrangement with us (whether directly or indirectly) performs or agrees to perform the whole or any part of the services.
- VIII. “working days” refer to Monday to Friday and excludes weekends and public holidays.
- IX. “variation” shall include any variation, supplement, deletion, or replacement however effected.
- X. “Lien” is our legal right to hold your goods until you have paid all outstanding charges.
- XI. “Force majeure” refers to any circumstance not within our reasonable control including strikes or disturbances, acts of nature, fire, floods, lightning, severe weather, shortages of materials, rationing, service failures, failure of or delay of any person from which the party must obtain information in order to perform its obligations under the agreement, failure or delay in any system of electronically transmitting or receiving information or funds, earthquakes, war, revolution, terrorist act, civil commotion, acts of public enemies, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government.
- XII. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at our discretion.

## **1. QUOTATION**

- 1.1.** Our quotation, unless otherwise stated, does not include customs duties port charges including (but not limited to) demurrage and inspections or any fees or taxes payable to government bodies or agencies.
- 1.2.** Our quotation is valid for 100 consecutive days from the date of issue. Unless already included in our quotation, additional charges will apply in the following circumstances:
  - 1.2.1.** Our costs change because of currency fluctuations, changes in taxation, ferry, fuel or toll charges beyond our control:
  - 1.2.2.** We supply any additional services, including moving or storing extra goods and/or packing your goods without prior written agreement:
  - 1.2.3.** The entrance or exit to the premises, lifts, stairs, or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles to load and/or unload within 20 metres of the doorway:
  - 1.2.4.** We must pay parking fees/fines or other fees or charges in order to carry out services on your behalf:
  - 1.2.5.** There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work:
- 1.3.** You agree to pay any reasonable charges arising from the above circumstances.

## **2. EXCLUDED FROM QUOTATION**

- 2.1** We will not, unless previously agreed and confirmed in writing:
  - 2.1.1** Dismantle or assemble unit furniture, fitments, or fixtures
  - 2.1.2** Disconnect or reconnect appliances, fixtures, and fittings.
  - 2.1.3** Take up or lay fitted floor coverings.
  - 2.1.4** Move items from or access a loft area, without the provision of adequate lighting, safe access and suitable flooring.
  - 2.1.5** Move loaded refrigerators/deep freezers.
  - 2.1.6** Move refrigerated or frozen food or drinks
  - 2.1.7** Any items excluded under clause 10.2
  - 2.1.8** Dismantle or assemble garden furniture and equipment including, but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, gym equipment, trampolines, hot tubs, satellite dishes, or move paving slabs, and the like.

- 2.2** Our staff are not authorised or qualified to undertake most of the works referred to in 2.1 and we therefore recommend that a properly qualified person/company is engaged by you to carry out these services.
- 2.3** Due to our strict observance of our duty of care with our staff, we will only move items in accordance with the manual handling operations regulations 1992 (UK) or any equivalent law or regulations. If this is not possible, you will be informed of the issue and that we will not be able to move the item. We will then bear no further responsibility for the movement of the item.

### **3. SERVICES**

**3.1** In providing the service, we undertake to:

- 3.1.1** Use the required knowledge, behaviours and skill essential for the service.
- 3.1.2** Ensure that all materials we use are of satisfactory quality and are fit for purpose.
- 3.1.3** Comply with all applicable laws and regulations in force.
- 3.1.4** Have no liability to you if such compliance results in any breach of our responsibilities contained within the agreement; and
- 3.1.5** Take due care of all goods in our possession.

### **4. ADDITIONAL CHARGES**

**4.1** Additional charges will be applied in the following circumstances, unless previously agreed and confirmed in writing:

- 4.1.1** Any fluctuations in currency, changes in taxation, fuel, ferry or toll charges beyond our control.
- 4.1.2** Any additional services proffered, such as the moving or packing of further items.
- 4.1.3** All loose items that require boxing and protecting for transport, must be packed and protected, ready for transport by the time that we arrive at the collection point agreed. If your items are not packed and ready to go before we leave to reach the destination point, we are in our rights to carry on to the next location without them.
- 4.1.4** There are unforeseeable delays or events which impact the resources or timescales initially allowed to carry out the move
- 4.1.5** If, due to circumstances beyond our control, we need to carry out your full or part of your removal at a later date, you will still be liable to pay for your service in full for the date that the service has been booked for, plus for any charges that apply to carry out part, or the full service on the later date

**4.2** You are in full agreement that you will be liable for any reasonable charges arising as a consequence of any of the above circumstances.

### **5. PAYMENT**

- 5.1** Unless otherwise agreed, a minimum deposit of 20% of the service cost if over £500 including VAT, or £100 deposit for services under £500 including VAT, is payable upon booking a date/provisional date
- 5.2** The balance of your removal cost must be received by us, and funds cleared, at the latest, 24 hours before the service is due to take place.
- 5.3** If the balance of your removal cost is not received at the latest, 24 hours before the service is due, we will bring our portable card machine on the morning of your service to settle the outstanding balance before the service commences. Our card machines require a transaction fee of 1.69% of all transactions and this will be payable by you, the client, in addition to the outstanding balance due.
- 5.4** If you fail to make such payment, we reserve the right to refuse to undertake your removal or any other services required on the same day and/or any other booked dates, until such payment is received.
- 5.5** Payment for Packing Services are due upon booking to ensure that all necessary materials and equipment are ordered by us from our suppliers/manufacturers to be delivered to us in time for your packing service.
- 5.6** You may not withhold any part of monies due because of any claim you may wish to make against us.
- 5.7** If you have not paid within the agreed terms, we have the right to withhold any deposits already paid.
- 5.8** We will also be entitled to recover all our reasonable costs that may be incurred by us to recover such outstanding amounts. (e.g., Debt collection fees, court costs, solicitor fees, etc.)

## **6. INSURANCE**

- 6.1** Our insurance covers;
  - Up to £20,000 worth of cover, per van, for Goods in Transit
  - Up to £1,000,000 worth of cover for Public Liability
- 6.2** It is your responsibility to ensure that your goods are fully insured. If you ask us in writing to arrange specific insurance cover for you, we will, subject to clause 6.3 and provided you declare the full replacement value of your goods and pay the premium in advance.
- 6.3** As standard, your goods will be insured during the transit only, and the details of the type of insurance and the rates are set out in our quotation and/or will be provided on request.
- 6.4** If you choose to self-pack, we will not be liable for any damage incurred to the contents of boxes.
- 6.5** Any damages that may occur to items packed and/or protected by yourself, you will be liable for.
- 6.6** We will not offer separate insurance cover unless the goods have been packed by us and/or you are using our materials.
- 6.7** This insurance will be separate from this contract and subject to the terms and conditions of the insurance policy.

## **7. CANCELLATION/POSTPONEMENT**

- 7.1** If a date for the service(s) is agreed upon in the quotation and acceptance, and you require that date to be altered, postponed or cancelled or the goods are not available on that date, we will be entitled to charge a reasonable postponement, cancellation fee, or a wasted journey fee, dependent on the notice received.
- 7.2** The fees are as follows for alteration/postponement/cancellation notice received:
- 7.2.1** Fourteen consecutive days or more, before the service(s) were booked for – the deposit will be fully refundable
  - 7.2.2** Between Eight and Fourteen consecutive days before the service(s) were booked for – 50% of the cost of the deposit.
  - 7.2.3** Within 7 working days before the service was booked for – 100% of the deposit.
  - 7.2.4** Should you not contact us to cancel in writing, and we arrive at the collection/loading point and find that the service is no longer required that day, we reserve the right to charge a wasted journey fee consisting of the fuel cost to travel from our base, back to our base, plus staff wages for the time wasted, plus VAT.

## **8. DELIVERY**

- 8.1** Any delivery times stated by us are estimated and based upon local and travel information at the time of the quotation.
- 8.2** Transit times may vary due to several prevalent factors outside our control, including but not limited to, industrial disputes, weather, traffic and road conditions.
- 8.3** We will advise you of any material changes to the collection/delivery/ transit times as soon as we become aware.
- 8.4** We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.
- 8.5** We shall not be bound to deliver the goods except to you or your authorised person. If we cannot deliver the goods either because there is no authorised person there to receive them on our arrival, or because we cannot gain access to the premises, or for any other reason beyond our control or if we are prevented from or delayed in undertaking the removal or any part thereof (except where that prevention or delay results from a factor within our control), we will be entitled to unload the goods into a warehouse or storage facility, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the goods.
- 8.6** If we cannot deliver the goods or there are delays in delivery, we will endeavour to contact you to ascertain whether you have any alternative instructions and if so, we will carry out those instructions if reasonably practicable. We will be entitled to make a reasonable additional charge for any additional work or costs thereby required or entailed.
- 8.7** We reserve the right to select the most appropriate storage facility.
- 8.8** The agreement will then be considered satisfied and any additional service(s), including the reasonable cost of storage and redelivery, will be borne by you.

## **9. ROUTE AND METHOD OF REMOVAL**

- 9.1.** Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.
- 9.2.** We shall be entitled to carry or arrange for the transportation of the goods by any reasonable route, having given due regard to all the circumstances including, but not limited to, the nature and destination of any other goods being carried on or in the conveying vehicle.
- 9.3.** We have the right to choose the location in respect of storage.
- 9.4.** We reserve the right to sub-contract some or all of the removal and if we do so, then these terms and conditions will prevail.

## **10. GOODS EXCLUDED FROM REMOVAL**

- 10.1** The following items will under no circumstances be moved or stored by us and must not be presented for removal.
- 10.2** For all items listed below, all of which carry varying degrees of risk, and you are required to make your own arrangements for their transport.
  - 10.2.1** Perishable items and/or those requiring a controlled environment.
  - 10.2.2** Dangerous, damaging or explosive items, including paint, aerosols, ammunition, firearms or weapons of any kind.
  - 10.2.3** Goods which require special licence or government permission for export or import; and
  - 10.2.4** Prohibited or stolen goods or drugs.
- 10.3** If you do include any of the above in the goods to be removed, we will not accept any liability whatsoever for any loss or damage to them.
- 10.4** We shall notify you in writing as soon as practicable if any of the goods are in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests, and under what conditions we would be prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods we will have no further liability to you.
- 10.5** If any of the items or substances which are listed under 10.2 are in your goods we may remove, destroy or otherwise dispose of such items or substances.
- 10.6** You will indemnify us against all claims made and for any loss or damage that we or someone else may suffer through the presence of those items or substances.

## **11. YOUR WARRANTIES**

- 11.1** Any information which you have provided to us and on which we have reasonably relied in assessing any quotation of the resources necessary to carry out the work is accurate, genuine and true. We will not be liable for any costs, charges or losses that you incur if this is not the case.
- 11.2** You are either the owner of the goods, or the authorised agent of the owner.
- 11.3** For goods that you have packed, you have complied with all laws and regulations relating to the packaging, labelling or carriage of the goods, and that the goods are packed in a manner adequate, having regard to their nature, to withstand the ordinary risks of removal, carriage and storage.
- 11.4** You are required to, prior to the commencement of the removal or storage, provide us with written notice of any goods which are of a fragile or breakable nature (which are not readily apparent as such) or works of art, collections of items etc having an individual value (or collection) in excess of £1,000. We may either refuse to carry any such goods or require them to be packed, at your cost, in bespoke containers or packaging, if we consider it appropriate. We may also request that you arrange specialist insurance for these items, independent from our insurance.
- 11.5** You will, prior to the commencement of the removal or storage, provide us with written notice of any goods which may be liable for duties or subject to quarantine restrictions.
- 11.6** You will ensure, to the best of your ability, that all goods to be removed (other than goods being removed from store) or stored are uplifted by us and that none is taken in error.
- 11.7** You warrant that the goods to be removed and/or stored are owned by you and are free of any legal charge. Where this is not the case, you warrant that:
- 11.7.1** you have the requisite agreement of the owner of the goods (or anyone having a legal interest in them), obtained before entering into this agreement, having made them fully aware of the terms and conditions contained within; and
- 11.7.2** you will immediately advise us of the name and address in writing of any other person/s who has or obtains an interest in the goods.
- 11.8** You will indemnify us against any claim for damages and/or costs brought against us if the declarations in clauses 11.7.1 and 11.7.2 are found to be untrue.
- 11.9** If you wish to transfer responsibility for this agreement to a third party, you may do so by providing us with written notification of their full name, address and the nature of their interest, following our receipt and acknowledgment of which, we will issue and enter into a new agreement with them.
- 11.10** Our agreement with you will not finish until we are in receipt of the signed agreement from the third party.

## **12 YOUR RESPONSIBILITIES**

- 12.1** By agreeing to the terms of your removal, you confirm that you will:
- 12.1.1** Respond promptly to all requests from us relating to the services and ensure that all information provided is accurate.

- 12.1.2** Arrange all-risks insurance cover for all goods being moved, as our liability is limited as contained in clause 14;
  - 12.1.3** Obtain all obligatory documents, permits, licences, and customs documents necessary for the removal;
  - 12.1.4** Remunerate us for any charges, such as parking and/or meter suspension fines, incurred during the removal process;
  - 12.1.5** Personally attend or appoint an authorised representative for the duration of the entire removal process, except when the goods are being unloaded into or loaded from store. We will have no liability for any consequential or other loss as a result of your failure to do so
  - 12.1.6** Sign all inventories, job sheets or other relevant documents as confirmation of collection or delivery of the goods. Your authorised representative will sign on your behalf in your absence.
  - 12.1.7** Ensure that all agreed goods and/or possessions have been collected and that no item has been taken in error before we leave your premises;
  - 12.1.8** Arrange appropriate supervision for goods left in otherwise unoccupied or unattended premises, or where other individuals such as tradesmen, workmen, service operatives, tenants, visitors are, or may be, present. We will have no liability for any consequential or other loss as a result of your failure to do so;
  - 12.1.9** Ensure all electronic appliances and/or equipment are suitably prepared for the removal.
  - 12.1.10** Thoroughly defrost, empty and clean refrigerators and deep freezers. We are not liable for the contents or any resultant issues resulting from your failure to do so.
  - 12.1.11** Ensure that all domestic appliances, including but not limited to washing machines, dishwashers, hose pipes, and petrol lawn mowers, are cleaned and dry, with no residual fluid left in them;
  - 12.1.12** Furnish us with a current contact address and telephone number during the removal process; and
  - 12.1.13** Make requisite arrangements for the transportation, storage and/or disposal of goods listed in clause 10.
- 12.2** We will accept no liability for any loss, damage, or additional charges arising from your failure to discharge the above warranties, other than as a result of our proven negligence and/or breach of contract.

### **13. DAMAGE LIABILITY**

- 13.1** Unless otherwise agreed and confirmed in writing, if we are negligent or in breach of contract we will pay you up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on our part or, at our discretion, we will pay for repairing or replacing the item. This will apply even if the item is part of a pair or set and may have a special value.
- 13.2** For the purposes of this agreement an item is defined as:



**13.2.1** The entire contents of a box, parcel, package, carton, or similar container; and

**13.2.2** Any other object or thing that is moved or handled by us.

**13.3** If the goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by us, we will not be liable.

**13.4** We will not be liable for any claim in the event that you dispose of and/or replace the item/s before we have had the opportunity to assess the damage.

**13.5** Liability is only accepted for loss or damage when the goods are:

**13.5.1** in our possession and negligence can be proven; or

**13.5.2** in the possession of others and if the loss or damage is proven to have been as a direct result of our failure to pack the goods to a suitable standard (where we have been contracted to.)

**13.6** We do not accept liability for goods confiscated, seized, removed or damaged by customs authorities or other government agencies unless such confiscation, seizure, removal or damage arose directly as a result of our negligence or breach of contract.

**13.7** Damage to property other than goods

**13.8** Because third party contractors or others are frequently present at the time of collection or delivery, it is not always possible to prove culpability for loss or damage. Therefore, our limit of liability is as below:

**13.8.1** If we cause the loss or damage as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

**13.8.2** If we cause the damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed was likely to cause damage, we shall not be liable.

**13.8.3** If we are responsible for causing damage, you must note this on-the-job sheet or delivery receipt as soon as it occurs and, in any event, before we leave the premises. This is fundamental to the agreement.

#### **14. NOTIFICATION OF LOSS OR DAMAGE**

**14.1** For goods which we deliver, you must give us detailed notice in writing of any loss and damage within seven days of delivery by us.

**14.2** With regards to misplaced items, or ascertaining the proximate cause of damage, we would request that we are notified within seven working days, when the events are more easily investigated.

**14.3** In any claim for loss or damage under this clause 15, any estimate of the value of the goods which you have provided to us, whether for the purposes of insurance or otherwise, will be evidence that the total value of the goods did not exceed that estimate at the time of loss or damage.

**14.4** The time limits contained in 14.1 and 14.2 are essential.

#### **15. EXCLUSIONS OF LIABILITY**

- 15.1.1** We will not be liable for:
  - 15.1.2** Any loss or damage occurring in the course of the provision of removal by a third party.
  - 15.1.3** Loss or damage resulting from inadequate or improper packing or unpacking unless the goods damaged or causing damage were both packed and unpacked by us.
  - 15.1.4** Loss or damage to passports, travel documents, wallets, handbags containing valuables, mobile phones, portable IT, electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind.
  - 15.1.5** Perishable items and/or those requiring a controlled environment.
  - 15.1.6** For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
  - 15.1.7** Any loss or damage involving the restoration or reconstruction of information or data or any item of so-called consequential loss.
- 15.2** We shall not be liable for loss or damage caused by the following, unless we have been negligent or in breach of contract.
- 15.2.1** Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances;
  - 15.2.2** Fire, moth or vermin, Acts of God, war, terrorism, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion or military coup, adverse weather, third party industrial action, traffic, re-scheduled sailing, departure or arrival times, port congestion or other events outside of our control;
  - 15.2.3** Cleaning, repairing or restoring unless we arranged for the work to be carried out;
  - 15.2.4** Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water;
  - 15.2.5** For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
  - 15.2.6** To any goods which have a proven defect.
  - 15.2.7** To animals, plants and items referred to in clause 15.1
- 15.3** If you instruct us to move, transport or dismantle self-assembly or interconnecting furniture, we will not be liable for any damage to it nor for its quality when reassembled by you or us. This also applies to other furniture which is unsuitable for removal or transport.
- 15.4** We will not be liable for any consequential and/or indirect loss/es arising out of your failure to adequately insure your goods for their full value.
- 15.5** Nothing in this clause excludes or limits our liability to you for:
- 15.5.1** Death or personal injury caused by our negligence.
  - 15.5.2** Our fraudulent misrepresentation; or
  - 15.5.3** Any other liability that is not permissible to be limited or excluded under our law.
- 15.6** We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

**15.6.1** There is no breach of this agreement by us or by any of our employees or agents; or

**15.6.2** Such loss or damage is not a reasonably foreseeable result of any such breach.

**15.7** We will not be liable for any loss or damage nor any delay which results from any cause beyond our reasonable control.

## **16. LIEN**

**16.1** We shall have a right to withhold and ultimately sell or dispose of some or all of your goods if you fail to pay all our charges and other payments due to us. These include any charges, taxes or other levies that we have paid out on your behalf.

**16.2** While we hold the goods and await payment, you will be responsible for paying reasonable storage charges and all the other necessary expenses that continue to apply.

**16.3** These terms and conditions will apply to the goods held in this way.

## **17. OUR RIGHT TO SUB-CONTRACT**

We may use service partners or sub-contractors for some or all of the work. If we do, these terms and conditions will still apply to you and us.

In addition, you agree to the terms and conditions set forth in the Bills of Lading and Consignment Notes issued by other carriers or companies (which we accept in our capacity as your Agent) involved and those terms and conditions form part of this contract

## **19. THIRD PARTY CLAIMS**

You will be responsible for paying any expenses, charges, penalties etc claimed against us by a third party in respect of the goods, unless they were incurred as a result of our proven negligence or breach of contract. These include any parking levies incurred whilst carrying out the services, unless we have agreed to pay them in writing.

## **20. FORCE MAJEURE**

Neither party will be held liable for any delay nor failure under the agreement if the delay or failure is as a direct result of force majeure, provided that the affected party:

- i. Immediately notifies the other party of the salient issue;
- ii. Provides a reasonable estimate on how long it will continue;
- iii. Notifies when it has ended;
- iv. Takes all reasonable steps to avoid or mitigate the force majeure; and
- v. Reverts immediately when the event of force majeure ends.

## **21. ANTI-BRIBERY AND ANTI-CORRUPTION**

We will observe all relevant laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and we will not engage in any activity or conduct, which constitutes an offence under sections 1, 2 or 6 of the Bribery Act 2010.

We have our own anti-bribery and anti-corruption policies and will enforce them where appropriate.

## **22. DISPUTES**

If you or we consider that a dispute has arisen in relation to this agreement (either during the removal, or after completion), written notice of the dispute will be given to the other party.

Following the submission, we will continue to perform any outstanding commitments under the agreement.

In the event that the two parties (you and we) cannot resolve the dispute between us, you are entitled to refer the dispute to The Furniture Ombudsman, which is an independent dispute resolution provider.

Use of the dispute resolution service does not prejudice your right to commence court proceedings in England and Wales.

## **23. DATA AND PRIVACY**

To enable us to provide you with your quotation, and to enable and assist us to provide our services, we collect and hold personal information (such as your personal details and information concerning your proposed move forwarded to us), and on occasion photographs/videos taken to assist us with providing a quotation or assessing a claim.

By asking us to provide you with a quotation for removal/relocation/storage/packing and unpacking services, arrange insurance, you consent to the collection and use of information you have provided to us for the purposes described above.

Where we process any of your data, we will comply with all requirements and obligations under the data protection laws.

## **24. NOTICES**

Any communication given to us or you in connection with the agreement must be in writing, addressed to us, at our registered office or to you at such other address you have specified, and will be sent by recorded delivery or other next working day delivery service, commercial courier, or email.

Such communication will be deemed to have been received, if sent by recorded delivery or other next working day delivery service, or commercial courier, on the date and at the time that the delivery receipt is signed or if sent by email, one business day after transmission.

## **25. APPLICABLE LAW**

The agreement (including any non-contractual obligations or liabilities arising out of or in connection with it) is governed by and construed in accordance with the laws of England and Wales.

## **26. ENTIRE AGREEMENT**

The agreement comprises the entire contract between you and us and supplants and dismisses all previous assurances, warranties, promises, representations and interpretations between you and us, whether proffered verbally or in writing, relating to our services and both parties agree that they will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement.