

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES**

**BY**

**DIFFERENT KETTLE LIMITED**

**The Customer's attention is particularly drawn to the provisions of clause 12.**

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.8.

**Contract:** the contract between Different Kettle and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person or firm who orders and/or purchases the Goods and/or Services from Different Kettle.

**Deliverables:** the deliverables set out in the Order.

**Delivery Location:** has the meaning set out in clause 4.1.

**Different Kettle:** Different Kettle Limited registered in England and Wales with company registration number 4100224 and whose registered office is at 141 Whiteladies Road, Clifton, Bristol BS8 2QB.

**Force Majeure Event:** has the meaning given to it in clause 15.1(a).

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods (including any relevant plans or drawings) which is agreed in writing by the Customer and Different Kettle.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Customer's order for the supply of Goods and/or Services.

**Services:** the services, including the Deliverables, supplied or to be supplied by the Different Kettle to the Customer as set out in the Service Specification.

**Service Specification:** the description or specification for the Services provided in writing by Different Kettle to the Customer.

- 1.2 Construction. In these Conditions, the following rules apply:
- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - (b) a reference to a party includes its personal representatives, successors or permitted assigns;
  - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (e) a reference to **writing** or **written** includes faxes and e-mails (save where specified otherwise).

## 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 and on the earlier of Different Kettle issuing a written acceptance of the Order or upon Different Kettle beginning any performance of the Order (in whatever manner), at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied (and will not rely) on any statement, promise or representation made or given by or on behalf of Different Kettle which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Different Kettle and any descriptions of the Goods or illustrations or descriptions of the Services contained in any of Different Kettle's promotional or advertising material are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 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.

2.6 Any quotation given by Different Kettle shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 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. GOODS**

3.1 The Goods are described in the Order or Goods Specification.

3.2 To the extent that the Goods are to be manufactured or any Services performed in accordance with a Goods or Service Specification supplied by the Customer and/or if Different Kettle makes use (when supplying the Goods and/or performing the Services) of any materials (including text, photographs, logos, designs, drawings or artwork) supplied by the Customer, the Customer shall indemnify Different Kettle against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Different Kettle in connection with any claim made against Different Kettle for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Different Kettle use of the Goods and/or Services Specification and/or any such materials. This clause 3.2 shall survive termination of the Contract.

3.3 Different Kettle reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

### **4. DELIVERY OF GOODS**

4.1 Different Kettle shall deliver the Goods to the location or recipient set out in the Order or to such other location or recipient as the parties may agree (**Delivery Location**) at any time after Different Kettle notifies the Customer that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the Goods' arrival 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. Different Kettle shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Different Kettle with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.4 If Different Kettle 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. Different Kettle shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Different Kettle 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 or take delivery of the Goods within 10 Business Days of Different Kettle notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Different Kettle's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth Business Day following the day on which Different Kettle notified the Customer that the Goods were ready; and
  - (b) Different Kettle shall store the Goods until delivery takes place, and reserves the right to charge the Customer for all related costs and expenses (including insurance).
- 4.6 If forty Business Days after Different Kettle notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, Different Kettle may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, 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.
- 4.7 Different Kettle may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## **5. QUALITY OF GOODS**

- 5.1 Different Kettle warrants that on delivery the Goods shall:
- (a) conform in all material respects with their description and any applicable Goods Specification;
  - (b) be free from material defects in design, material and workmanship;
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - (d) be fit for any purpose held out by Different Kettle.

- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing within a reasonable time of discovery (being no later than 10 Business Days after delivery) that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (b) Different Kettle is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by Different Kettle) returns such Goods to Different Kettle's place of business at the Customer's cost,  
Different Kettle shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Different Kettle shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
  - (b) the defect arises because the Customer failed to follow Different Kettle's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (c) the defect arises as a result of Different Kettle following any drawing, design, materials or Goods Specification supplied by the Customer;
  - (d) the Customer alters or repairs such Goods without Different Kettle's written consent;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  - (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Different Kettle shall have no liability to the Customer for any mistakes or errors in any artwork which has been approved by the Customer or for any mistakes or errors where the Customer itself prints or otherwise produces the relevant Goods or artwork (or procures a third party to do so on its behalf).
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Different Kettle under clause 5.2.

## **6. TITLE AND RISK**

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

6.2 Title to the Goods shall not pass to the Customer until Different Kettle has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or Services that the Supplier has supplied or provided to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Different Kettle's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition; and
- (d) give Different Kettle such information relating to the Goods as Different Kettle may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or if Different Kettle reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy which Different Kettle may have, Different Kettle may at any time require the Customer to deliver up the Goods and, 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.

## **7. SUPPLY OF SERVICES**

7.1 Different Kettle shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 Different Kettle shall use all reasonable endeavours to meet any stated or agreed performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Different Kettle shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

7.4 Different Kettle warrants to the Customer that the Services will be provided using reasonable care and skill.

## 8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any Goods and/or Service Specification are complete and accurate;
- (b) co-operate with Different Kettle in all matters relating to the Goods and/or Services;
- (c) provide Different Kettle, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide Different Kettle with such information and materials as Different Kettle may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) ensure that any data provided to Different Kettle in an electronic format is supplied in a secure password protected format;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (g) ensure that access codes or passwords (or similar security procedures) relating to any FTP (file transfer protocol) space are only provided to its authorized personnel.

8.2 If Different Kettle's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) Different Kettle shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays Different Kettle's performance of any of its obligations;
- (b) Different Kettle shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Different Kettle's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Different Kettle on written demand for any costs or losses sustained or incurred by Different Kettle arising directly or indirectly from the Customer Default.

## 9. CHARGES AND PAYMENT

- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Different Kettle's price list as at the date of delivery. Save where otherwise agreed, the price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 9.2 The charges for Services shall be as set out in the Order. Where the charges for the Services are not set out in the Order or if additional services are requested by the Customer in addition to those set out in the Service Specification, the charges for the Services (or for such additional services) shall be on a time and materials basis and:
- (a) the charges shall be calculated in accordance with Different Kettle's then current standard daily fee or rate cards;
  - (b) Different Kettle's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days; and
  - (c) Different Kettle shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Different Kettle engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Different Kettle for the performance of the Services, and for the cost of any materials.
- 9.3 Different Kettle reserves the right to increase the price of the Goods or of any of the Services by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods to Different Kettle (or in the cost of providing the Services) that is due to:
- (i) any factor beyond the Different Kettle's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods or Service Specification; or
  - (iii) any delay caused by any instructions of the Customer in respect of the Goods or the Services or failure of the Customer to give Different Kettle adequate or accurate information or instructions in respect of the Goods and/or the Services.
- 9.4 In respect of Goods, Different Kettle shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Different Kettle shall invoice the Customer in accordance with the Order and/or Service Specification or (if not detailed in the Order or Service Specification) weekly in arrears. Different Kettle reserves the right to require payment on account from the Customer in exceptional

circumstances (including where it itself has to pay for the Goods or components for the Goods in advance or in relation to large orders or where the relevant Goods are of a specialized or unique nature).

- 9.5 The Customer shall pay each invoice submitted by Different Kettle:
- (a) within 28 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by Different Kettle, and

time for payment shall be of the essence of the Contract.

- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Different Kettle to the Customer, the Customer shall, on receipt of a valid VAT invoice from Different Kettle, pay to Different Kettle such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

- 9.7 Without limiting any other right or remedy of Different Kettle, if the Customer fails to make any payment due to Different Kettle under the Contract by the due date for payment (**Due Date**), Different Kettle shall have the right to charge interest on the overdue amount at the rate of eight per cent per annum above the then current Barclays Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

- 9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Different Kettle in order to justify withholding payment of any such amount in whole or in part. Different Kettle may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Different Kettle to the Customer.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Save where otherwise agreed in writing or as set out in the Order or Service Specification, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Different Kettle.

- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is

conditional on Different Kettle obtaining a written licence from the relevant licensor on such terms as will entitle Different Kettle to license such rights to the Customer.

## **11. CONFIDENTIALITY**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

## **12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

12.1 Nothing in these Conditions shall limit or exclude Different Kettle's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) Different Kettle shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Different Kettle's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price for the Contract stated in the Order (net of VAT).

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

### **13. TERMINATION**

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 Without limiting its other rights or remedies, Different Kettle may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, Different Kettle shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Different Kettle if:
  - (a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or
  - (b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or if Different Kettle reasonably believes that the Customer is about to become subject to any of them.

#### 14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Different Kettle all of Different Kettle's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Different Kettle shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

#### 15. GENERAL

##### 15.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Different Kettle including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or

direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- (b) Different Kettle shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Different Kettle from providing any of the Services and/or Goods for more than four weeks, Different Kettle shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

- (a) Different Kettle may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without Different Kettle's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or

remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Different Kettle.

15.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.