



# Credit Account Application Form

PLEASE COMPLETE IN BLOCK CAPITALS AND BLACK INK

- Retain a copy, including the Terms and Conditions of Sale, for your own records.
- Return the completed form to your local branch or Area Sales Manager or to: **H Docherty Ltd, Unit 2 Junction 2 Industrial Estate, Demuth Way, Oldbury, B69 4LT** Tel: 0121 555 6555 Fax: 0121 555 6727

## YOUR BUSINESS DETAILS

Name:			
Trading Name (if different):		VAT Registration Number:	
Tel:	Fax:	Website:	
Building Name/Number:			
Street:			
Town:			
County:		Postcode:	
Previous Address (if less than 2 years at present address):			
		Postcode:	
Description of Business			
Trading style: (please tick one)	Limited Company <input type="checkbox"/> or LLP <input type="checkbox"/> Registration Number: Partnership <input type="checkbox"/> Sole trader <input type="checkbox"/> Other <input type="checkbox"/> Please specify:		
Year established:		Number of Employees:	
<b>Have any of the Directors / Partners / Sole Trader been subject of bankruptcy, IVA or had CCJs registered against them or been involved in a business subject to liquidation, receivership, administration or CVA?</b>			Yes <input type="checkbox"/> (if yes, please specify) No <input type="checkbox"/>
Has the business or any of the Directors / Partners / Sole Trader held a credit account with H Docherty Ltd, MMF Ltd or Independent Components Ltd, either on their own account or otherwise?			Yes <input type="checkbox"/> (if yes, please specify) No <input type="checkbox"/>
Primary Payment Method: (please tick one)	BACS <input type="checkbox"/> Cheque <input type="checkbox"/> Cash <input type="checkbox"/> Debit Card <input type="checkbox"/> Credit Card <input type="checkbox"/>		
Payment Contact:		Tel:	Email:
Buying Contact:		Tel:	Email:

## NAMES OF TWO TRADE REFERENCES

Name:	
Credit limit: £	Tel:
Name:	
Credit limit: £	Tel:

## YOUR BANK DETAILS – PLEASE GIVE DETAILS OF YOUR MAIN ACCOUNT

Name:	Sort Code:	Account Number:
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## NAMES AND HOME ADDRESSES OF DIRECTORS / PARTNERS / SOLE TRADER

Name:	Date of Birth:	Tel:
Address		Postcode:

Name:	Date of Birth:	Tel:
Address		Postcode:

Name:	Date of Birth:	Tel:
Address		Postcode:

Name:	Date of Birth:	Tel:
Address		Postcode:

Name:	Date of Birth:	Tel:
Address		Postcode:

## PLEASE READ AND COMPLETE ALL SECTIONS OF THE APPLICATION BEFORE SIGNING BELOW

I/we make this application to open a credit account with H Docherty Ltd t/a Docherty Group. I/we understand that credit terms are that payment is due promptly at the of the month following the month of invoice and that if granted credit, I/we agree to pay in accordance with these terms. I/we acknowledge and accept the H Docherty Ltd t/a Docherty Group Terms and Conditions of Sale.	
Initial Credit Limit Required:	Postcode:
Signature of Director/Partner/ Sole Trader:	
Date:	Print Name:
Main branch with which you intend to trade:	

## DATA PROTECTION

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records may be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

Under the Data Protection Act you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies.

STANDARD TERMS AND CONDITIONS OF SALE OF GOODS  
AND SUPPLY OF SERVICES**1. Interpretation****1.1** In these conditions:-

"Buyer" means the person firm or company who accepts a quotation of the Seller for the sale of the Goods and/or supply of the Services or whose order for the Goods and/or the Services is accepted by the Seller

"Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions

"Services" means the installation and/or the design work to be provided by the Seller for the Buyer and referred to in the Services Specifications

"Seller" means H Docherty Limited trading as Docherty Group (registered in England and Wales under number 940036)

"Conditions" means the standard terms and conditions of sale and supply of services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

"Contract" means the contract for the purchase and sale of the Goods and/or the supply of the Services

"Service Specifications" means the specifications for the Services annexed to or incorporated into the written quotation of the Seller or the written order of the Buyer

"Buyer's Drawings" means any drawings designs documents or other materials and any data or information provided by the Buyer relating to the Services

"Seller's Drawings" means any drawings designs documents or other materials and any data or information provided by the Seller relating to the Services

"Writing" includes e-mail facsimile transmission and comparable means of communication

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

**2. Contract**

2.1 The Seller shall sell and the Buyer shall purchase the Goods and/or the Services in accordance with any written quotation of the Seller which is accepted by the Buyer or any written order of the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or the Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed

2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller

**3 Orders and Specifications**

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative to the Buyer, at which point the Contract shall come into existence

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Service Specifications and any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods or Services before the Seller commences the manufacture of the Goods or the supply of the Services

3.3 The quantity quality and description of and any specification for the Goods and/or the Service Specifications shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). Any variation made by the Buyer to the specification for the Goods and/or the Service Specifications must be made in Writing to the Seller and received by the Seller before manufacture of the Goods or supply of the Services commences

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other persons which results from the Seller's use of the Buyer's specification

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) cost (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation

**4. Supply of the Services**

4.1 The Seller shall provide the Services to the Buyer subject to the Conditions. Any changes or additions to the Services must be agreed in Writing by the Seller and the Buyer

4.2 The Buyer shall at its own expense supply the Seller with all necessary drawings or other materials and all necessary data or other information relating to the Services within sufficient time to enable the Seller to provide the Services in accordance with the Contract. The Buyer shall ensure the accuracy of all the Buyer's Drawings

4.3 The Buyer shall at its own expense retain duplicate copies of all Buyer's Drawings and insure against the accidental loss or damage of the same. The Seller shall have no liability for any such loss or damage however caused. All Seller's Drawings shall be at the sole risk of the Buyer from the time of delivery to or to the order of the Buyer

4.4 The Services shall be provided in accordance with the Service Specifications and otherwise in accordance with the Seller's current brochure or other published literature relating to the Services from time to time subject to these Conditions

4.5 The Seller may at any time without notifying the Buyer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services

4.6 If the Seller's performance of any of its obligations to provide the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (such failure being a "Customer Default"):

4.6.1 the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer 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 the Seller's performance of its obligations;

4.6.2 the Seller shall not be liable for any costs of losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 4.6; and

4.6.3 the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Customer Default.

**5. Price of the Goods and the Services**

5.1 The price of the Goods and/or the Services shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list current at the date of delivery of the Goods and/or the supply of the Services to the Buyer. All prices quoted are valid for 90 days only or until earlier acceptance by the Buyer after which they may be altered by the Seller without giving notice to the Buyer

5.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions

5.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance

5.4 The price is exclusive of any applicable Value Added Tax which the Buyer shall be additionally liable to pay to the Seller

**6. Terms of Payment**

6.1 Unless otherwise agreed in Writing the Seller shall invoice the Buyer before delivery of the Goods and the Buyer shall pay the price of the Goods on delivery. If the Buyer wrongfully fails to take delivery of the Goods the Seller shall be entitled to recover the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods

6.2 Unless otherwise agreed in Writing, the Buyer shall pay the sum agreed between the Seller and the Buyer for the provision of the Services and any additional sums, which in the Seller's sole discretion are required as a result of the Buyer's instructions, or lack of instructions, the inaccuracy of the Buyer's Drawings, or any other cause attributable to the Buyer. The Seller shall invoice the Buyer for the provision of the Services following the end of the month in which the Services are completed

6.3 The Buyer shall pay for the provision of the Services and any additional sums (together with any applicable Value Added Tax) within 30 days of the date of the Seller's invoice and the time of payment shall be of the essence of the Contract

6.4 The Seller shall be entitled to recover the price of the Goods notwithstanding that delivery may not have taken place and the title to the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request

6.5 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

6.5.1 cancel the Contract or suspend the carrying out of the Services and any further deliveries to the Buyer

6.5.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.5.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 8% per annum above Barclays Bank Plc bank rate from time to time in force from the due date until the date on which payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

6.6 The Buyer shall pay all amounts due to the Seller in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.

**7. Delivery**

7.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place

7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer

7.3 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated

7.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods

7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:

7.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and carriage; or

7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract

7.6 Where the Goods are delivered to the Buyer the Buyer may not return the Goods to the Seller without the Seller's consent in Writing

**8. Risk and Property**

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

- 8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods
- 8.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) of the price of the Goods and all other goods or Services agreed to be sold by the Seller to the Buyer for which payment is then due
- 8.3 Until such time as the title to the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property but the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and re-possess the Goods
- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable
- 9. Rights in the Buyer's Drawings and the Seller's Drawings**
- 9.1 The property and any copyright or other intellectual property rights in:
- 9.1.1 any of the Buyer's Drawings shall belong to the Buyer
- 9.1.2 any of the Seller's Drawings shall, unless otherwise agreed in Writing between the Buyer and the Seller, belong to the Seller subject only to the right of the Buyer to use the Seller's Drawings for the purposes of utilising the Services
- 9.2 Any of the Buyer's Drawings or other information provided by the Buyer which is so designated by the Buyer and any of the Seller's Drawings shall be kept confidential by the Seller and all of the Seller's Drawings or other information provided by the Seller which is so designated by the Seller shall be kept confidential by the Buyer but the foregoing shall not apply to any drawings documents or other materials data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party
- 9.3 The Buyer warrants that any of the Buyer's Drawings and their use by the Seller for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Buyer shall indemnify the Seller against any loss damages costs expenses or other claims arising from any such infringement
- 10. Warranties and Liability**
- 10.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the delivery date
- 10.2 The above warranty is given by the Seller subject to the following conditions:-
- 10.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing designs or specifications supplied by the Buyer
- 10.2.2 the Seller shall be under no liability in respect of any defect arising either wholly or in part from fair wear and tear wilful damage negligence abnormal conditions failure to follow the Seller's instructions (whether oral or in writing) mis-use or alteration or repair of the Goods without the Seller's approval
- 10.2.3 the Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment
- 10.2.4 the above warranty does not extend to parts or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller
- 10.3 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill and as far as reasonably possible in accordance with the Service Specifications.
- 10.4 The Seller shall have no liability to the Buyer for any loss damage costs expenses or other claims for compensation arising from any of the Buyer's Drawings or instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Buyer
- 10.5 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 10.5.1 death of personal injury caused by its negligence;
- 10.5.2 fraud or fraudulent misrepresentation;
- 10.5.3 breach of the terms of implied by section 12 of the Sale of Goods Act 1979 or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- 10.5.4 defective products under the Consumer Protection Act 1987.
- 10.6 Subject to clause 10.5, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Buyer and the total liability of the Seller in connection with the Services shall not exceed the amount of the Seller's charges for the provision of the Services except as expressly provided in these Conditions
- 10.7 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contracts Terms Act 1977(as amended)) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law
- 10.8 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions
- 10.8 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract
- 10.9 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer
- 10.10 Subject to clause 10.5, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller its employees or agents or otherwise) and which arise out of or in connection with the supply of the Goods or their use or re-sale by the Buyer and the total liability of the Seller in connection with the sale of the Goods shall not exceed the price of the Goods except as expressly provided in these conditions
- 10.11 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods and/or the Services if the delay or failure is due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 10.11.1 Act of God explosion flood tempest fire or accident
- 10.11.2 war of threat of war sabotage insurrection civil disturbance or requisition
- 10.11.3 acts restrictions regulations bye-laws prohibitions or measure of any kind on the part of any governmental parliamentary or local authority
- 10.11.4 import or export regulations or embargoes
- 10.11.5 strikes lock outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party)
- 10.11.6 difficulties in obtaining raw materials labour fuel parts or machinery
- 10.11.7 power failure or break down in machinery
- 11. Indemnity**
- 11.1 If any claim is made against the Buyer that the Goods infringe or that their use or re-sale infringes the patent copyright design trade mark or other industrial or intellectual property rights of any other person, then unless a claim arises from the use of any drawing design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss damages costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 11.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim
- 11.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations
- 11.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld)
- 11.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do)
- 11.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
- 11.1.6 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause
- 12. Insolvency of the Buyer**
- 12.1 This clause applies if:
- 12.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of a bona fide amalgamation or reconstruction); or
- 12.1.2 an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
- 12.1.3 the Buyer ceases or threatens to cease to carry on business; or
- 12.1.4 the Seller reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly
- 12.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract or the carrying out of the Services without any liability to the Buyer, and if the Goods have been delivered or the Services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary
- 13. General**
- 13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 13.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 13.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected
- 13.4 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.5 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts