



Bryan J Rendall (Electrical) Ltd Electrical & Renewable Engineering

SPECIALIST ELECTRICAL SERVICES

TERMS AND CONDITIONS OF SUPPLY

1. **INTERPRETATION**
- 1.1 Definitions. In these Conditions, the following definitions apply:
 - BJRE:** Bryan J. Rendall (Electrical) Limited, a limited company registered in Scotland with company number SC195118, and having its registered office at Crowness Place, Hatston, Kirkwall, Orkney, KW15 1RG.
 - BJRE Goods:** Goods which are manufactured by BJRE (whether in accordance with the Customer's order or otherwise).
 - BJRE Materials:** has the meaning set out in clause 8.1(g).
 - Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in Scotland 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 BJRE and the Customer for the supply of Goods and/or Services in accordance with these Conditions comprising these Conditions and if relevant (a) the Order and/ (b) the Services Specification and/or (c) the Special Conditions.
 - Customer:** the person or firm who purchases the Goods and/or Services from BJRE.
 - Deliverables:** the deliverables set out in the Order or Services Specification.
 - Delivery Location:** has the meaning set out in clause 4.2.
 - 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 designs or drawings that are agreed in writing by the Customer and BJRE.
 - Intellectual Property Rights:** all patents, rights to inventions, rights in designs, rights in computer software, rights in confidential information (including know-how and trade secrets), 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, database right, topography rights, moral rights, 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, as set out in the Customer's purchase order form, or the Customer's written acceptance of BJRE's quotation, or overleaf, as the case may be.
 - Services:** the services, including the Deliverables, supplied by BJRE to the Customer as set out in the Service Specification.
 - Special Conditions:** means any special conditions which are (a) agreed between BJRE and the Customer in writing (b) specifically identified as such by the use of the words "Special Conditions" and (c) narrating the express intention of the parties to modify these terms and conditions (whether contained in an Order accepted by BJRE, a written quotation from BJRE accepted by the Customer or otherwise documented formally and agreed in writing by BJRE and the Customer).
- 1.2 **Service Specification:** the description or specification for the Services provided in writing by BJRE to the Customer. 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
- 2. BASIS OF CONTRACT**
- 2.1 Any orders from the Customer constitute only an offer by the Customer to purchase Goods and/or Services from BJRE in accordance with these Conditions.
- 2.2 Unless BJRE agrees otherwise in writing, orders from the Customer shall only be deemed to be accepted when BJRE issues written acceptance of the order at which point and on which date the Contract shall come into existence (**Commencement Date**), unless a quotation issued by BJRE is accepted in writing in accordance with its terms, in which case the date of delivery of the signed quotation to BJRE shall be the Commencement Date.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BJRE which is not set out in the Contract.
- 2.4 Any designs, samples, drawings, descriptive matter or advertising issued by BJRE and any illustrations or descriptions of the Services contained in materials provided by BJRE 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 BJRE shall not constitute an offer unless explicitly termed as such, and is only valid for a period of 30 days from its date of issue unless another period is specified.
- 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 as described by BJRE from time to time (as modified by any applicable Goods Specification).
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify BJRE 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 BJRE in connection with any claim made against BJRE for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with BJRE's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 BJRE reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
- 4. DELIVERY OF GOODS**
- 4.1 BJRE shall endeavour to agree delivery dates and arrangements with the Customer in respect of all Goods.
- 4.2 Unless otherwise agreed between BJRE and the Customer the Customer shall collect or take delivery of the Goods from BJRE's premises at Crowness, Place, Hatston, Kirkwall, Orkney, KW15 1RG or such other location as may be advised by BJRE (**Delivery Location**) within three Business Days of BJRE notifying the Customer that the Goods are ready for collection.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. BJRE shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, the Customer's failure to provide BJRE with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or the Customer's failure to provide adequate manpower, lifting equipment, access to or adequate facilities at the Delivery Location.
- 4.4 If BJRE 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. BJRE 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 BJRE with adequate delivery instructions, or any other instructions that are relevant to the supply of the Goods, or the Customer's failure to provide adequate manpower, lifting equipment, access to or adequate facilities at the Delivery Location.
- 4.5 If the Customer fails to accept or take delivery of the Goods within five Business Days of BJRE notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by BJRE'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 third Business Day following the day on which BJRE notified the Customer that the Goods were ready for collection; and

- (b) BJRE shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after BJRE notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, BJRE 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 BJRE may deliver the Goods by instalments, which may 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
BUSINESS TO BUSINESS SALES**
- 5.1 BJRE warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), Goods shall:
 - (a) conform in all material respects with their description (and any applicable Goods Specification); and
 - (b) be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
 - (a) the Customer gives notice in writing within a reasonable time of discovery and in no case later than 20 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) BJRE is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by BJRE) returns such Goods to BJRE's place of business at the Customer's cost,
 - (d) BJRE shall, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 BJRE 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 BJRE's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of BJRE following any drawing, design or Goods Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of BJRE;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal 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 Except as provided in this clause 5, BJRE shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by BJRE under clause 5.2.
- 5.6 If the Goods come with a manufacturer's guarantee or warranty, please refer to the guarantee or warranty for details. You agree that you shall use all reasonable endeavours to resolve matters directly with the relevant manufacturer.
- BUSINESS TO CONSUMER SALES**
- 5.7 If you (the Customer) are a consumer, then BJRE confirms that nothing in these terms will affect your legal rights in respect of Goods that are faulty or not as described.
- 5.8 If the Goods come with a manufacturer's guarantee, please refer to the guarantee for details.
- 5.9 If the Goods are BJRE Goods, we guarantee that on delivery and for a period of [12] months from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 5.10.
- 5.10 This guarantee does not apply to any defect in the Goods arising from:
 - (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - (c) if you fail to operate or use the Goods in accordance with the user instructions;
 - (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; and
 - (e) any specification provided by you.
- BJRE GOODS AND CHANGES TO THE STANDARD TERMS**
- 5.11 From time to time BJRE shall agree changes to the terms contained in this clause 5 and if so these changes will be found in the Special Conditions.
- 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 BJRE has received payment in full (in cash or cleared funds) for:
- the Goods; and
 - any other goods that BJRE has supplied 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:
- store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as BJRE's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on BJRE's behalf from the date of delivery;
 - notify BJRE immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l); and
 - give BJRE such information relating to the Goods as BJRE may require from time to time.
- 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 BJRE reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy BJRE may have, BJRE may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter into or onto any premises or land of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. SUPPLY OF SERVICES**
- 7.1 BJRE shall provide the Services to the Customer in accordance with the Service Specification and/or relevant quotation in all material respects.
- 7.2 BJRE shall use all reasonable endeavours to meet any performance dates for the Services that might be agreed between the Customer and BJRE in writing or specified in the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 BJRE 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, and BJRE shall notify the Customer in any such event.
- 7.4 BJRE warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:
- ensure that the terms of the any order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - co-operate with BJRE in all matters relating to the Services;
 - procure that BJRE, its employees, agents, consultants and subcontractors have access to the Customer's (or any other relevant third parties') land, site, premises, installation(s), platform(s), office accommodation and other facilities as reasonably required by BJRE to provide the Services;
 - provide BJRE with such information and materials as BJRE may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - procure that the Customer's (or any other relevant third parties') land, site, premises, installation(s), platform(s), office accommodation and other facilities are prepared at all times for the supply of the Services;
 - 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
 - keep and maintain all materials, equipment, documents and other property of BJRE (**BJRE Materials**) at the Customer's (or any other relevant third parties') land, site, premises, installation(s), platform(s), office accommodation and other facilities in safe custody at its own risk, maintain BJRE Materials in good condition until returned to BJRE, and not dispose of or use BJRE Materials other than in accordance with BJRE's written instructions or authorisation.
- 8.2 If BJRE's performance of any of its obligations in respect of the Services is prevented or delayed (directly or indirectly) by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- BJRE 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 BJRE's performance of any of its obligations;
 - BJRE shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from BJRE's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - the Customer shall reimburse BJRE on written demand for any costs or losses sustained or incurred by BJRE 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 detailed, shall be BJRE's standard price as at the date of delivery. The price of

- the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods. The charges for Services shall be on a time and materials basis, as amended by any relevant provisions in the Services Specification or relevant quotation:
- the charges shall be calculated in accordance with BJRE's standard daily fee rates, or as set out in the Services Specification;
 - BJRE'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;
 - BJRE shall be entitled to charge a reasonable overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and
 - BJRE shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom BJRE 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 BJRE for the performance of the Services, and for the cost of any materials.
- 9.3 BJRE reserves the right to:
- increase its standard daily fee rates for the charges for the Services. BJRE will give the Customer reasonable written notice of any such increase. If such increase is not acceptable to the Customer, it shall notify BJRE in writing within 3 Business Days of the date of BJRE's notice and BJRE shall have the right without limiting its other rights or remedies to terminate the Contract by giving 1 week's written notice to the Customer; and
 - increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to BJRE that is due to:
 - any factor beyond the control of BJRE (including but not limited to increases in labour, materials and other manufacturing costs, transportation costs or delays, foreign exchange fluctuations, and increases in taxes and duties;
 - any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give BJRE adequate or accurate information or instructions in respect of the Goods.
- 9.4 Goods purchased by Customers who do not hold an account with BJRE shall be paid for prior to being despatched to, or collected by, the Customer.
- 9.5 Unless agreed otherwise in the Special Conditions, in respect of Goods, BJRE shall invoice the Customer on or at any time after completion of delivery. In respect of Services, BJRE shall invoice the Customer on monthly in arrears unless otherwise provided in the Services Specification, relevant quotation, or Special Conditions.
- 9.6 The Customer shall pay each invoice submitted by BJRE:
- within 30 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by BJRE, and
- time for payment shall be of the essence of the Contract.
- 9.7 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 BJRE to the Customer, the Customer shall, on receipt of a valid VAT invoice from BJRE, pay to BJRE 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.
- 9.8 Without limiting any other right or remedy of BJRE, if the Customer fails to make any payment due to BJRE under the Contract by the due date for payment (**Due Date**), BJRE shall have the right to charge interest on the overdue amount at the rate of 4% per cent per month above the then current Bank of Scotland'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.
- 9.9 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 BJRE in order to justify withholding payment of any such amount in whole or in part. BJRE may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by BJRE to the Customer.

- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by BJRE unless the Special Conditions provide otherwise.
- 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 may be conditional on BJRE obtaining a written licence from the relevant licensor on such terms as will entitle BJRE to license such rights to the Customer.
- 10.3 All BJRE Materials are the exclusive property of BJRE.
- 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 BJRE's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - defective products under the Consumer Protection Act 1987; or
 - anything which may not lawfully be so excluded or limited, whether in relation to consumers or otherwise.
- 12.2 Subject to clause 12.1:
- BJRE shall under no circumstances whatever be liable to the Customer, whether in contract, delict, 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
- 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:
- 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 7 days after receipt of notice in writing of the breach;
 - 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 or (being a company) is deemed unable to pay its debts until the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 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 [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
 - 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) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 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;		(a)	BJRE 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.
	(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);		(b)	The Customer shall not, without the prior written consent of BJRE, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
	(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;	15.3	Notices:	
	(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;		(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.
	(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);		(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.
	(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		(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.
	(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, BJRE may terminate the Contract:			
	(a) by giving the Customer one month's written notice;			
	(b) 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.	15.4	Waiver and cumulative remedies:	
13.3	Without limiting its other rights or remedies, BJRE 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 BJRE if:		(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.
	(a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or		(b)	Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
	(b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or BJRE reasonably believes that the Customer is about to become subject to any of them.			
14.	CONSEQUENCES OF TERMINATION	15.5	Severance:	
	On termination of the Contract for any reason:		(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.
	(a) the Customer shall immediately pay to BJRE all of BJRE's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, BJRE shall submit an invoice, which shall be payable by the Customer immediately on receipt;		(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.
	(b) the Customer shall return all of BJRE Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then BJRE may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;	15.6	No partnership:	
	(c) 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			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.
	(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.	15.7	Third parties:	
15.	GENERAL			A person who is not a party to the Contract shall not have any rights under or in connection with it.
15.1	Force majeure:	15.8	Variation:	
	(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of BJRE including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure or delay 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, severe weather conditions on land or at sea, or default of BJREs or subcontractors.			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 BJRE.
	(b) BJRE 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.	15.9	Governing law and jurisdiction:	
	(c) If the Force Majeure Event prevents BJRE from providing any of the Services and/or Goods for more than [TWO] weeks, BJRE shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.			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, Scots law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.
15.2	Assignment and subcontracting:			