GraniteProducts
QUALITY LOCAL STONE SINCE 1946

GRANITE PRODUCTS
TERMS AND CONDITIONS OF SALE

REVISED SEPTEMBER 2026 – VERSION 1



The Customer's attention is particularly drawn to the provisions of clauses 4.3, 4.9 and 4.10 (Delivery of Goods), 5.6 (Quality of Goods), 8.2 (Customer's obligations) and 12 (Limitation of liability).

1. Interpretation

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

1.1 Definitions:

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

Company: Granite Products (C.I.) Limited registered in Jersey with registration number 1238 whose registered office is at La Rue de la Vallee, St Peters, Jersey, JE3 7EY.

Company Materials: has the meaning given in clause 8.1(i).

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

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

Customer: the person or firm who purchases the Goods and/or Services from the Company.

Data Protection Legislation: all applicable data protection and privacy legislation in force including (to the extent still in force) the Data Protection (Jersey) Law 2018 and any other United Kingdom or European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

Delivery Location: means the address to which the Goods and/ or Services are to be delivered as stated in the Order where delivery is not at the Company's premises.

Force Majeure Event: has the meaning given to it in clause 15. Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any particular standard or quality that is set out in the Order.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the quotation supplied by the Company or in the Customer's purchase order form.

Services: the services supplied by the Company to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services to be provided as set out in the Order.

1.2 Interpretation:

(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 successors and permitted assigns.

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

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

(e) Where the Customer comprises two or more persons, their obligations shall be joint and several.

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 the Company gives written or oral acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any illustrations or descriptions of the Services contained in the Company's catalogues or brochures which are issued or published or on its website are 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 nor have any contractual force.

2.4 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 law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Company shall not constitute an offer and is valid for the period stated in the quotation or, if none, for 30 days from its date of issue unless withdrawn earlier by the Company.

2.6 All orders are accepted by the Company subject to the Goods ordered being available to the Company and by accepting an order the Company does not warrant that the Goods are available to it.

2.7 Any cancellation of an Order by the Customer on or after midday on the working day prior to the agreed delivery date, is subject to payment by the Customer of any cost incurred or loss suffered by the Company as a result of such cancellation, which, for any concrete product, if cancellation takes place after an Order has been batched, shall be the full price for the Goods, including any delivery charge plus the cost to the Company of disposing of the Goods.

2.8 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 Goods Specification.

3.2 Where the Goods comprise or contain natural, marine dredged or quarried materials they are as such liable to natural defects and are sold subject to those natural defects.

3.3 If the Customer requires the Goods supplied to be tested for compliance to the Goods Specification, sampling and testing shall be carried out jointly with the Company. Compliance with the Goods Specification shall be discharged by the Company if the Goods met the Goods Specification at the time of supply to the Customer. Any testing of concrete products shall be carried out by an accredited body at the Customer's expense and in accordance with BS EN 12350 BS EN 12390 and BS EN 12504.

3.4 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Company 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.4 shall survive termination of the Contract.

3.5 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

4. Delivery of Goods

4.1 The Company shall deliver the Goods at its premises or to the Delivery Location, as set out in the Order, unless agreed otherwise in writing between the parties.

4.2 Delivery shall be completed on the completion of loading of the Goods into the Customer's collection vehicle, in the case of delivery at the Company's premises, or on discharge of the Goods from the delivery vehicle, in the case of delivery at the Delivery Location.

4.3 The Customer shall notify the Company of its requested delivery time. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods for any reason.

4.4 The Customer shall provide any reasonable assistance required at any Delivery Location free of charge and shall ensure that any Delivery Location:

(a) can be accessed without hindrance;

(b) allows for safe movement of delivery vehicles without risk of damage;

(c) has a safe, even and flat surface upon which delivery can take place; and

(d) is compliant with health and safety legislation, regulations, licences or authorisations.

4.5 Upon delivery, the Company shall supply a delivery note which will record:

(a) the quantity of Goods supplied;

(b) the time of delivery;

(c) any waiting time at delivery;

(d) for any concrete product Order, the addition of any water or additives at the Delivery Location prior to unloading; and

(e) the start and finish time of any day work required with respect to the Order.

4.6 The Customer shall ensure that an authorised representative is available to sign the delivery note, such signature being conclusive evidence of the details set out therein.

4.7 In the event that a delivery vehicle is unable to unload within 30 minutes of arrival at any Delivery Location, delivery is delayed due to the Customer's breach of its obligations in these Conditions, including, without limitation clause 4.4, or the Customer requests delivery to be provided outside of the Company's normal working hours, the Company reserves the right to charge the Customer additional costs as it determines, acting reasonably.

4.8 If the Customer fails to collect the Goods from the Company's premises within 3 days of being notified that they are ready, then the Order shall be deemed to be cancelled. The Company shall be entitled to charge the Customer for such cancellation in accordance with clause 2.7.

4.9 Unless as a result of any failure or default by the Company, if the Customer fails to accept delivery of the Goods at the Delivery Location within 2 hours of arrival of the delivery vehicle (or, for any concrete product, within 2 hours of batching), or the Company cannot deliver due to the Customer's breach of its obligations in these Conditions, including, without limitation, its obligations in clause 4.4, then the Order shall be deemed to be cancelled and the Company shall be entitled to charge the Customer for such cancellation in accordance with clause 2.7.

4.10 without prejudice to clause 12, if the Company 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. The Company 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 breach of its obligations in these Conditions, the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods or the Customer refuses to accept delivery of the Goods.

4.11 If the Company delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Company shall make a pro rata adjustment to the invoice for the Goods.

4.12 The Company 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 on an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 The Company warrants that on delivery, the Goods shall:

(a) conform in all material respects with the Goods Specification;

(b) be free from material defects in design, material and workmanship; and

(c) for concrete products, conform with BS EN 8500-2.

5.2 The Company shall have no responsibility or liability for ascertaining whether the Goods are suitable for the purpose specified for or on behalf of the Customer. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the use of the Goods by the Company is followed by the Customer entirely at its own risk.

5.3 The Company shall have no responsibility for installation of the Goods and discharge of the Goods at any Delivery Location shall be carried out at the risk of and in accordance with the instructions of the Customer.

5.4 In the event of a breach of clause 5.1 and subject to clause 5.5, the Company shall, at its option, repair the defective Goods, deliver replacement Goods or credit or refund the price (or a proportionate part of the price) of the defective Goods if:

(a) the Customer gives notice in writing within 48 hours of becoming aware of the alleged defect and in any event within 40 days from the date of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) the Company is given a reasonable opportunity of examining and testing such Goods and exercising its chosen remedy;

(c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost if a fault is found or at the Customer's cost if no fault is found; and

(d) for concrete products, there is alleged non-conformity within the meaning of BS 8500-2 in relation to which the Company is entitled to carry out tests in accordance with EN 12504, BS 6089 and Concrete Society Technical Report No. 11 and the results of such tests show the standards are not met.

5.5 The Company 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 becoming aware, or after it should have become aware, of the alleged defect;

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, mixing, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of the Company following any drawing, design or Goods Specification supplied by the Customer;

(d) the defect arises as a result of a delivery vehicle being unable to unload within 30 minutes of arrival at any Delivery Location or as a result of delivery being delayed due to the Customer's breach of its obligations in these Conditions, including, without limitation clause 4.4;

(e) the Customer alters, repairs or makes additions to such Goods without the written consent of the Company;

(f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(g) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.6 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company.

5.8 The Customer's remedy as detailed in this clause 5 shall not extend to the Company meeting any costs incurred by the Customer in removing and/or replacing the Goods by itself or others unless otherwise agreed in writing prior to such removal/ replacement.

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 the earlier of:

(a) the Company receives payment in full (in cash or cleared funds) for the Goods; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

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

(a) not remove, deface or obscure any identifying mark on or relating to the Goods;

(b) maintain the Goods in satisfactory condition and keep them

(c) insured against all risks for their full price on the Company's behalf from the date of delivery;

(d) notify the Company immediately if it becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d); and

(e) give the Company such information relating to the Goods as the Company may require from time to time.

6.4 The Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as the Company's agent; and

(b) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), then, without limiting any other right or remedy the Company may have:

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

(b) the Company may at any time:

(i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) 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 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

7.4 The Company 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 information it provides in the Service Specification and the Goods Specification are complete and accurate;

(b) co-operate with the Company in all matters relating to the Goods and/or Services;

(c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, wharves, office accommodation and other facilities as reasonably required by the Company to provide the Services and in the case of Goods comply with the obligations set out in clause 4.4;

(d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Services are to start or the Goods are to be delivered;

(f) comply with all applicable laws, including health and safety laws;

(g) comply with all instructions, regulations, policies and directions of the Company applicable to the Customer or any of its employees, agents or representatives attending the Company's premises including the operation of any vehicles, plant, equipment or personnel upon such premises;

(h) comply with and ensure that all persons handling the Goods or to whom they are supplied comply with all instructions, product information including warnings, handling, storage or use guidance contained in or referred to in any literature supplied with the Goods or available on the Company's website;

(i) keep all materials, equipment, documents and other property of the Company (Company Materials) at the Customer's premises in safe custody at its own risk, maintain Company Materials in good condition until returned to the Company, and not dispose of or use Company Materials other than in accordance with the Company's written instructions or authorisation; and

(ii) comply with any additional obligations as set out in the Service Specification and the Goods Specification.

8.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform or procure performance of any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

(b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods and Services shall be the price set out in the Order and shall be inclusive of all costs and charges of packaging, insurance and transport of the Goods, unless stated otherwise.

9.2 The Company reserves the right to:

(a) increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods and/or Services to the Company that is due to:

(i) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties);

(ii) increases in labour, materials, manufacturing or transport costs;

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

(iv) any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods and/or Services; or

(v) any costs arising out of changes in ensuring the Goods and/or Services comply with statutory or regulatory requirements or other applicable standards.

9.3 Unless otherwise stated in the Order, the Company shall invoice the Customer on or at any time after completion of delivery of the Goods or provision of the Services.

9.4 The Customer shall pay each invoice submitted by the Company:

(a) as stated in the written confirmation of Order or otherwise agreed in writing or, if silent, within 30 days of the end of the month following the month in which the invoice was issued; and

(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

(c) where payment is made by credit card, or other charge card, the Company reserves the right to recover from the Customer any merchant service charges or transaction fees incurred by the Company in processing such payments. These charges may vary depending on the card type and payment method used.

9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of any applicable goods and services tax chargeable from time to time. Where any taxable supply is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid invoice from the Company, pay to the Company such additional amounts in respect of any such tax 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.

9.6 If the Customer fails to make any payment when due:

(a) the Customer shall pay interest on the amount due at the rate of 8% per annum above HSBC Bank plc's base rate from time to time, such interest to accrue on a daily basis from the due date until payment, whether before or after judgment;

(b) the Company may withdraw any rebate or discount on the price of the Goods purchased by the Customer;

(c) all outstanding amounts due to the Company shall become immediately due and payable and any credit facilities advanced by the Company may be withdrawn;

(d) the Company reserves the right to withhold the supply of Goods to the Customer until all outstanding amounts have been paid; and

(e) the Customer shall indemnify the Company on demand for all costs and expenses incurred by the Company in recovering any overdue amount, including but not limited to all legal costs (on a full indemnity basis), administrative costs, enforcement costs, and any fees charged by debt recovery agents.

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

10. Data Protection

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.

10.3 Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during this Contract, and for a period of five years after termination or performance of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

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

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

12. Limitation of liability

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by the Sale of Goods (Jersey) Law 1978.

12.3 Subject to clause 12.2, the Company's total liability to the Customer shall not exceed three times the price paid by the Customer for the Goods and/or Services.

12.4 Subject to clause 12.2, the types of loss listed below are wholly excluded by the parties:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

12.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, all other terms, conditions or warranties implied by law are, to the fullest extent permitted by law, excluded from the Contract.

12.6 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the relevant notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 40 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.7 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract by giving the Customer not less than one month's written notice.

13.2 Without affecting any other right or remedy available to it, the Company may immediately suspend performance of the Contract, cancel any outstanding delivery of Goods, cease the provision of Services or terminate the Contract with immediate effect by giving written notice to the Customer if:

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

(b) the Customer becomes insolvent, is unable to pay its debts as they fall due, enters into any arrangement or compromise with its creditors, is declared en désastre, enters liquidation or any similar insolvency process, has a receiver, administrator, liquidator or similar office holder appointed over any of its assets, or is subject to any analogous procedure in any jurisdiction;

(c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.4 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company (or any member company within its group) if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or the Company reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

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

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

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for more than three months, the party not affected may terminate this agreement by giving not less than seven days' written notice to the affected party.

16. General

16.1 Assignment and other dealings

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

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

16.2 Notices

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, or at the time the notice is left at the proper address; and

(ii) if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.3 shall not affect the validity and enforceability of the rest of the Contract.

16.4 Waiver

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

16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement

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

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

(c) Nothing in this clause shall limit or exclude any liability for fraud.

16.7 Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights for any third party to enforce any term of the Contract.

16.8 Variation

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

16.9 Governing law

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

16.10 Jurisdiction

Each party irrevocably agrees that the Royal Court of Jersey shall have non-exclusive jurisdiction in relation to any proceedings arising out of or in connection with the Contract or its subject matter or formation.

Last updated: September 2026