

## TERMS & CONDITIONS

These are the standard terms and conditions of supply of Clever Association. By signing the Project Document and/or taking delivery of the equipment and services, the Customer agrees to be bound by and comply with these terms and conditions. The Customer's attention is particularly drawn to the provisions of clause 16 (Limitation of liability).

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Clever Association</b>	Cleverass Limited registered in England and Wales with company number 04694706 whose registered office is at Unit 3, Stoneacre, Grimbald Crag Close, Knaresborough, Harrogate, HG5 8PJ.
<b>Clever Association Materials</b>	has the meaning given in clause 10.1.7.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 20.2.
<b>Contract</b>	the contract between Clever Association and the Customer for the supply of Equipment and/or Services which comprises the Project Document (and any documents referred to or attached to it) and these Conditions.
<b>Customer Representative</b>	the representative of the Customer detailed in the Project Document who is authorised to act on behalf of the Customer on all matters relating to the Contract.
<b>Customer</b>	the person or firm who enters into the Contract with Clever Association and whose details are contained in the Project Document.
<b>Delivery Address</b>	has the meaning given in clause 4.1.
<b>Events outside of Clever Association's control</b>	has the meaning given to it in clause 19.
<b>Equipment</b>	the equipment (or any part of them) set out in the Order.
<b>Intellectual Property Rights</b>	patents, copyright and related rights, trade marks, business names and domain names, database rights, know-how and trade secrets, and all other intellectual property rights, registered or unregistered, in any part of the world.
<b>Project Document</b>	the document which contains details of the Order and the details of the Equipment and Services to be supplied by Clever Association to the Customer.
<b>Services</b>	the services supplied by Clever Association to the Customer as set out in the Project Document.

1.1 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.

### 2. HOW THE CONTRACT IS FORMED

- 2.1 Clever Association will liaise with the Customer to understand the Customer's requirements. Clever Association will then produce an estimate and specification based on the Customer's requirements.
- 2.2 When the Customer is satisfied with the estimate and specification Clever Association will produce the Project Document. When the Customer confirms, verbally or in writing, that they want to proceed with the supply of the Equipment and/or Services, the Customer places an order with Clever Association based on the Project Document. The Customer's order is an offer by the Customer to purchase Equipment and/or Services in accordance with these Conditions. The Customer acknowledges and agrees that if they fail to sign the Project Document, this may invalidate any third party warranties in respect of the Equipment.
- 2.3 The Customer's order will be accepted by Clever Association on the earlier of Clever Association (1) signing the Project Document; (2) confirming in writing (including by email) that it has accepted the Customer's order; or (3) by delivering the Equipment and/or performing the Services for the Customer, at which point and on which date the Contract shall come into existence.
- 2.4 Any samples, drawings, descriptions or advertising issued by Clever Association and any descriptions or illustrations of the Equipment and/or Services contained in Clever Association's catalogues, brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They will not be 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.
- 2.6 Any quotation given by Clever Association is not an offer, and is only valid for a period of 14 days from its date of issue.

### 3. EQUIPMENT

- 3.1 The Equipment is described in the Project Document.
- 3.2 Clever Association will obtain the Equipment on behalf of the Customer from the relevant manufacturer. The Customer acknowledges and agrees that from time to time a manufacturer may alter or change the specification of the Equipment. Clever Association has no control in respect of such alterations and/or changes but will notify the Customer as and when the manufacturer makes Clever Association aware of this.
- 3.3 Clever Association may amend any specification of the Equipment if required by any applicable statutory or regulatory requirement and Clever Association will inform the Customer if this occurs.

### 4. DELIVERY OF EQUIPMENT

- 4.1 Clever Association will deliver the Equipment to the address set out in the Project Document or such other address as the parties may agree (Delivery Address) at any time after Clever Association tells the Customer that the Equipment is ready for delivery.
- 4.2 Delivery of the Equipment will be complete when the Equipment is unloaded at the Delivery Address.
- 4.3 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence.
- 4.4 Clever Association will not be liable for any failure to deliver the Equipment if that failure is caused by an Event Outside of Clever Association's Control or is due to the Customer failing to provide Clever Association with adequate delivery instructions for the Equipment.
- 4.5 If the Customer fails to take delivery of the Equipment, Clever Association may charge the Customer for any storage costs for the Equipment until the Customer takes delivery of it.
- 4.6 Clever Association may deliver the Equipment by instalments, which shall be invoiced and paid 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 EQUIPMENT

- 5.1 If the Equipment is supplied with a manufacturer's warranty or guarantee, Clever Association will endeavour to pass the benefit of such warranty or guarantee to the Customer. The Customer acknowledges and agrees that any warranty which accompanies the Equipment will start from the date the Equipment is delivered to Clever Association.

- 5.2 When the Equipment is handed over to the Customer, following the process set out in clause 8, any failures of the Equipment after the handover will be handled in accordance with the manufacturer's warranty or guarantee process. Clever Association may, if required by the Customer, liaise with the manufacturer on behalf of the Customer to resolve the Equipment failure. Clever Association may charge the Customer for such assistance services.
- 5.3 The Customer acknowledges that any warranty or guarantee provided by the manufacturer is likely to be invalidated if:
- 5.3.1 the Customer makes any further use of the Equipment after notifying the manufacturer or Clever Association that the Equipment has failed
  - 5.3.2 the failure arises because the Customer has not followed Clever Association's oral or written instructions regarding the storage, installation, use or maintenance of the Equipment;
  - 5.3.3 the failure arises as a result of Clever Association following any drawing, design or specification supplied by or on behalf of the Customer;
  - 5.3.4 the Customer alters or repairs such Equipment without the written consent of Clever Association or the manufacturer;
  - 5.3.5 the failure arises because any third party engaged by the Customer to install the Equipment has not followed proper procedure and/or written instructions relating to the installation of the Equipment or (if there are none) good trade practice, and as a result the Equipment has been damaged or impaired;
  - 5.3.6 the failure arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 5.3.7 the Equipment differs from its description as a result of changes made to ensure it complies with statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, Clever Association shall have no liability to the Customer in respect of any failure of the Equipment.

## 6. TITLE AND RISK

- 6.1 Responsibility (risk) for the Equipment shall pass to the Customer when delivery is completed.
- 6.2 Ownership (title) to the Equipment shall not pass to the Customer until Clever Association receives payment in full (in cleared funds) for the Equipment. To this extent the Customer shall be prohibited from selling the Equipment to a third party and/or using, attaching or installing the Equipment in any premises owned by a third party without the express prior written consent of Clever Association.
- 6.3 Until ownership (title) of the Equipment has passed to the Customer, the Customer shall:
- 6.3.1 store the Equipment separately from all other goods held by the Customer so that they can be identified as Clever Association's property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
  - 6.3.3 maintain the Equipment in satisfactory condition and keep it fully insured on Clever Association's behalf from the date of delivery;
  - 6.3.4 notify Clever Association immediately if it becomes subject to any of the events listed in clause 17.2.2 to clause 17.2.4;
  - 6.3.5 give Clever Association such information relating to the Equipment as Clever Association may require from time to time;
- 6.4 Clever Association gives permission for the Equipment to be used, attached to / installed in premises belonging to a third party, provided the Customer shall notify such third party that the Equipment belongs to Clever Association until the Customer has paid Clever Association in full for the Equipment. The Customer shall notify any third party in whose premises the Equipment is to be installed of the existence of this clause and the Customer shall procure a right for Clever Association to enter the premises of such third party to recover the Equipment, if the Customer fails to pay Clever Association for the Equipment.
- 6.5 Subject to clause 6.6, the Customer may not resell or use the Equipment in the ordinary course of its business until Clever Association receives payment for the Equipment.
- 6.6 If, before ownership of the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 17.2.2 to clause 17.2.4, then, without limiting any other right or remedy Clever Association may:
- 6.6.1 end the Customer's right to use the Equipment immediately; and
  - 6.6.2 Clever Association may, at any time:
    - 6.6.2.1 require the Customer to deliver to Clever Association all Equipment in its possession; and
    - 6.6.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

## 7. SUPPLY OF SERVICES

- 7.1 Clever Association will supply the Services to the Customer in accordance with the Project Document in all material respects.
- 7.2 Clever Association will endeavour to meet any performance dates for the Services specified in the Project Document, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Clever Association reserves the right to amend any specification of the Services 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. Clever Association will tell the Customer if this happens.
- 7.4 Clever Association warrants to the Customer that the Services will be provided using reasonable care and skill.

## 8. HANDOVER

Where Clever Association decide it is necessary, due to the nature of the Equipment and Services supplied, Clever Association will carry out a handover with the Customer. The handover will take place on the earlier of (1) Clever Association delivering all Equipment and completing the supply of all Services, and notifying the Customer or the Customer Representative of such completion; or (2) the Customer confirming, verbally or in writing that the Equipment has been satisfactorily supplied and the Services have been properly completed. This shall be the date of handover for the purposes of this Contract.

## 9. CHANGES TO THE EQUIPMENT AND/OR SERVICES

If the Customer wishes to make any changes to the Equipment and/or Services it shall tell Clever Association. Clever Association will assess the Customer's requirements and tell the Customer in writing whether it can make such changes, and the effect the changes will have on the price payable and the timescale for delivery of the Equipment and/or performance of the Services. If the Customer wishes to proceed with the changes, it shall confirm this to Clever Association and the parties will confirm in writing the agreed changes. Any such changes shall be a variation to the Contract.

## 10. CUSTOMER'S OBLIGATIONS

- 10.1 The Customer will:
- 10.1.1 check the terms of the Project Document are complete and accurate;
  - 10.1.2 co-operate with Clever Association so Clever Association can supply the Equipment and/or Services;
  - 10.1.3 provide Clever Association, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Clever Association to provide the Services;
  - 10.1.4 provide Clever Association with such information and materials as it may reasonably require in order to supply the Equipment and Services, and ensure that such information is complete and accurate in all material respects;
  - 10.1.5 prepare the Customer's premises for the supply of the Services;
  - 10.1.6 comply with all applicable laws, including health and safety laws;
  - 10.1.7 keep all materials, equipment, documents and other property of Clever Association (Clever Association's Materials) at the Customer's premises in safe custody at its own risk, maintain Clever Association Materials in good condition until returned to Clever Association, and not dispose of or use Clever Association Materials other than in accordance with Clever Association's written instructions or authorisation; and
  - 10.1.8 comply with any additional obligations set out in the Project Document.
- 10.2 If Clever Association cannot perform its obligations under the Contract or is delayed in performing its obligations because of an act or omission of the Customer (Customer Failure):
- 10.2.1 (without limiting or affecting any other right or remedy available to it) Clever Association will be able to suspend performing the Services and/or supplying the Equipment until the Customer resolves the Customer Failure. Further such Customer Failure will relieve Clever Association from performing any of its obligations under the Contract if the Customer Failure stops or delays Clever Association performing such contractual obligations;
  - 10.2.2 Clever Association will not be liable (responsible) for any costs or losses incurred by the Customer which arise directly or indirectly from Clever Association's failure or delay in performing any of its obligations and
  - 10.2.3 the Customer shall reimburse Clever Association for any costs or losses incurred by Clever Association which arise directly or indirectly from the Customer Failure.

## 11. CHARGES AND PAYMENT

- 11.1 The charges for Equipment shall be the price set out in the Project Document and shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be invoiced to the Customer.
- 11.2 The charges for Services shall be the price set out in the Project Document and or as otherwise notified to the customer in writing:
- 11.2.1 the charges shall be calculated in accordance with Clever Association's daily fee rates;
- 11.2.2 Clever Association's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.30 am to 5.00 pm worked on Business Days;
- 11.2.3 Clever Association shall be entitled to charge an overtime rate of 150% of the daily fee 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 11.2.2; and
- 11.2.4 Clever Association shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Clever Association engages in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Clever Association for the performance of the Services, and for the cost of any materials.
- 11.3 Clever Association reserves the right to:
- 11.3.1 increase the price of the Equipment by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Clever Association that is due to:
- 11.3.1.1 any factor beyond the control of Clever Association (including foreign exchange fluctuations, increases in taxes and duties, manufacturer increases and increases in labour and materials);
- 11.3.1.2 any request by the Customer to change the delivery date(s), quantities or types of Equipment or Services ordered, or any relevant specification; or
- 11.3.1.3 any delay caused by inadequate or incorrect instructions provided by the Customer in respect of the Equipment
- 11.4 The Customer shall pay each invoice submitted by Clever Association:
- 11.4.1 within 30 days of the date of invoice or such other payment terms specified in the invoice; and
- 11.4.2 via bank transfer to Clever Association's bank account specified in the invoice, and time for payment shall be of the essence of the Contract.
- 11.5 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) which shall be added to the charges when invoiced. Where the Construction Industry Scheme rules apply, Clever Association has "Gross Status" for the purposes of the CIS Rules and accordingly the Customer shall not be permitted to make any deductions for tax from Clever Association's invoices.
- 11.6 If the Customer notifies Clever Association that no VAT, or a reduced rate of VAT, is payable in respect of an invoice, the Customer assumes all liability in respect of such VAT assessment. The Customer will indemnify (reimburse) Clever Association in respect of any additional VAT payments it is required to make by HM Revenue & Customs in relation to such invoice.
- 11.7 If the Customer fails to make a payment due to Clever Association under the Contract by the due date, then, without limiting Clever Association's remedies under clause 17 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 11.8 If Clever Association agrees to the retention of any sums payable under the Contract (which shall be specified in the Project Document), such sums can only be retained until the earlier of:
- 11.8.1 twelve (12) months after the date of handover, as described in clause 8; and
- 11.8.2 until any outstanding issues relating to the Equipment and/or the Services have been addressed.
- 11.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 12. CUSTOMER REPRESENTATIVE

If the Customer wishes to appoint a representative to act on its behalf, and to make decisions on its behalf, the details of the Customer Representative shall be specified in the Project Document. Where a Customer Representative is appointed by the Customer, Clever Association shall at all times be able to rely on the instructions and authority of the Customer Representative, and the Customer Representative shall have all necessary authority to legally bind the Customer in relation to the Contract.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights which exist or arise out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Clever Association. To avoid any doubt, this includes all copyright in any designs and specifications produced by Clever Association on behalf of the Customer, and the Customer is not permitted to use any designs and/or specifications produced by Clever Association without the express prior written consent of Clever Association. The Customer agrees that Clever Association may (but shall not be obliged to) grant the Customer a limited licence to use the Intellectual Property Rights in the designs and/or specifications produced by Clever Association, and the grant of such licence may be subject to payment of a licence fee, which shall be notified to the Customer.
- 13.2 The Customer grants Clever Association a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Clever Association for the term of the Contract for the purpose of providing the Services to the Customer.

## 14. DATA PROTECTION AND DATA PROCESSING

To the extent that Clever Association is required to process personal data (as defined in the Data Protection Act 1998) belonging to the Customer for the purposes of the Contract, Clever Association shall comply with the terms of the Data Protection Act 1998 (and any superseding legislation) in relation to such processing.

## 15. CONFIDENTIALITY

- 15.1 Both parties shall not, at any time during the Contract, disclose any confidential information concerning the business, affairs, customers, clients or Clever Associations of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its employees, officers, representatives, subcontractors or advisers if they need to know such information in order to carrying out their obligations under the Contract. Each party will ensure that its employees, officers, representatives, subcontractors or advisers to whom confidential is disclosed, information comply with this clause 15; and
- 15.2.2 if they are required to do so by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 The parties will only reveal the other's confidential information to the extent necessary to perform their obligations under the Contract.

## 16. LIABILITY: PLEASE READ THIS CLAUSE CAREFULLY AS IT IS VERY IMPORTANT.

- 16.1 Clever Association does not in any way limit or exclude its liability for:
- 16.1.1 death or personal injury caused by its negligence, the negligence of its employees, agents or subcontractors;
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 16.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 16.1.5 defective products under the Consumer Protection Act 1987.
- 16.2 Subject to clause 16.1, Clever Association will not, under any circumstances, be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 16.2.1 loss of profits;
- 16.2.2 loss of sales or business;
- 16.2.3 loss of agreements or contracts;
- 16.2.4 loss of anticipated savings;
- 16.2.5 loss of data or information;
- 16.2.6 loss of or damage to goodwill; and
- 16.2.7 any indirect or consequential loss.
- 16.3 Subject to clause 13.1, Clever Association's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the total charges paid under the Contract.

16.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

16.5 This clause 16 shall survive termination of the Contract.

## 17. TERMINATION

17.1 Either party may terminate the Contract by giving the other party not less than one month's written notice. If a party serves notice under this clause, it will not affect any other right or remedy which is available to that party.

17.2 Either party may terminate the Contract with immediate effect by giving written notice to the other party if:

17.2.1 the other party commits a material breach of the Contract and (if such breach can be remedied) does not remedy that breach within 14 days of receiving notice in writing to do so;

17.2.2 the other party takes any action in connection with it entering into administration, provisional liquidation or any arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business, in the case of an individual or partnership a bankruptcy order or petition is applied for or issued in respect of that individual or, if the step or action is taken in another jurisdiction, in connection with any similar procedure in the relevant jurisdiction;

17.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

17.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

17.3 Without affecting any other right or remedy available to it, Clever Association may terminate the Contract immediately 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.

17.4 Without affecting any other right or remedy available to it, Clever Association may suspend the supply of Services and/or all further deliveries of Equipment under the Contract (or any other contract between the Customer and Clever Association) 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 17.2.2 to clause 17.2.4, or Clever Association reasonably believes that the Customer is about to become subject to any of them.

## 18. WHAT HAPPENS ON TERMINATION

18.1 On termination of the Contract:

18.1.1 the Customer will immediately pay all of Clever Association's outstanding unpaid invoices and interest and, if there are any Services which have been performed and/or Equipment which has been ordered but not yet invoiced, Clever Association shall issue an invoice, which shall be paid by the Customer immediately on receipt;

18.1.2 the Customer will return all of Clever Association's Materials and any Equipment which has not been fully paid for. If the Customer fails to do this, then Clever Association can enter the Customer's premises and take possession of it. Until it has been returned, the Customer shall be solely responsible for its safekeeping and will not use it for any purpose not connected with this Contract.

18.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties which have arisen up to the date of termination or expiry, 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.

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

## 19. EVENTS OUTSIDE OF CLEVER ASSOCIATIONS' CONTROL

Clever Association shall not be in breach of the Contract nor liable for any delay in performing, or failing to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## 20. OTHER IMPORTANT TERMS

20.1 **Assignment and other dealings.**

20.1.1 Clever Association may at any time transfer, charge or subcontract or deal in any other manner with any or all of its rights and obligations under the Contract.

20.1.2 The Customer cannot transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract.

20.2 **Subcontracting.** Clever Association may use third party subcontractors to provide Equipment and/or Services to the Customer on its behalf. Clever Association will cover the costs of using such subcontractors as part of the charges invoiced for the Equipment and/or Services. Clever Association will take reasonable steps to ensure the reliability and expertise of any subcontractors it uses, and shall remain primarily liable for the actions and omissions of any such subcontractors.

20.3 **Notices.**

20.3.1 Any notice or other communication 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 first-class 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 sent by fax to its main fax number or sent by email to the address specified in the Project Document.

20.3.2 Any notice or other communication shall be deemed to have been received if: delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class 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; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

20.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

20.4 **Severance.** Each of the clauses in the Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will stay in full force and effect.

20.5 **Waiver.** If Clever Association fails to insist that the Customer performs any of its obligations under the Contract, or if Clever Association does not enforce its rights against the Customer, or if Clever Association delays in doing so, that will not mean it has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If Clever Association decides to waive a default by the Customer, it will only do so in writing, and this will not mean that Clever Association will automatically waive any future default by the Customer.

20.6 **No partnership or agency.** There is nothing in the Contract which is intended to or will be considered to establish any partnership or joint venture between the parties, or make 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.

20.7 **Entire agreement.** The Contract is the entire agreement between the parties and replaces all previous agreements and understandings between them, whether written or oral, relating to its subject matter.

20.8 **Third party rights.** This contract is between Clever Association and the Customer. No other person shall have any rights to enforce any of its terms (whether arising under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

20.9 **Changes.** Except as set out in these Conditions, no changes to the Contract shall take effect unless agreed in writing and signed by the parties (or their authorised representatives).

20.10 **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 England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



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