

terms and conditions of sale

broxap limited - terms and conditions of sale

1. GENERAL
 - 1.1 In these Conditions:
 - 1.1.1 "Buyer" the individual firm company or other party from whom an Order to Supply Goods and/or provide Services is received by the Seller.
 - "Conditions" the standard terms and conditions of sale of the Seller as set out in these terms and includes any additional terms and conditions of sale agreed in Writing by the Seller.
 - "Contract" a contract for the Supply of Goods and/or provision of Services by the Seller to the Buyer whether made verbally or in Writing.
 - "Date of Delivery" the date on which delivery of the Goods or Services takes place pursuant to Condition 5.
 - "Goods" the goods, articles or items which the Seller is to supply under the Contract.
 - "Hazards" any underground services, hazards and impediments to reasonable digging conditions
 - "Order" an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.
 - "Seller" Broxap Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.
 - "Services" the work, installation, maintenance, services or any of them to be provided and where necessary delivered by the Seller pursuant to the Contract.
 - "Site" the premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.
 - "Writing" includes facsimile transmission, electronic mail and other comparable means of communication.
2. ORDERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS
 - 2.1 Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing no Order shall be binding on the Buyer unless and until it has been acknowledged in Writing by the Seller.
 - 2.2 These Conditions are incorporated in the Contract and constitute the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation or contract or referring to these Conditions and any other letter, order or form of contract sent by the Buyer to the Seller, whatever the date, the respective dates, the provisions of these Conditions shall prevail.
 - 2.3 These Conditions apply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly agreed in writing by the Seller.
3. DESCRIPTION
 - 3.1 The description of the Goods and/or Services shall be set out in the Seller's quotation.
 - 3.2 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists, advertising literature or samples provided to and inspected by the Buyer are intended to illustrate and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample.
 - 3.3 If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but in any event the Seller reserves the right at any time without notice to the Buyer to change or modify the particulars of any specifications, description, design, drawing, illustration and/or particular of any goods or materials used in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent type.
 - 3.4 The Seller and its servants and agents give no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless its confirmed in Writing by the Seller.
4. DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY
 - 4.1 No right of ownership or interest in the Seller's patents, registered designs, trademarks, copyrights or other intellectual property owned by the Seller shall pass in any way to the Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no warranties or representations in relation to the Seller's patents, registered designs, trade marks, copyrights or other intellectual property and, in particular, does not warrant or represent that any registered patents, registered designs, trade marks, copyrights or any other intellectual property are valid or will remain registered.
 - 4.2 Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design but also that such specification, pattern or design does not infringe any patent, trademark, registered design, copyright or any other intellectual property and the Buyer shall indemnify and keep the Seller indemnified in full against any loss, damage or expense whatsoever (including costs) which the Seller may incur in arising from the performance of the Contract by reason of any infringement of any such patent, trademark, registered design, copyright or any other proprietary right and the Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unusable for whatever reason for application or use.
 - 4.3 To the extent that the Seller has agreed in Writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any representations, alterations or repairs to any Buyer's patterns or equipment shall be paid for by the Buyer.
 - 4.4 The Seller shall have no responsibility for any loss of or damage to any patterns, equipment or other items of the Buyer's property whilst on the Seller's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Seller or otherwise and the Buyer must arrange its own insurance at all times for such equipment.
 - 4.5 The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to retain possession of, use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the payment of the Seller's claims against the Buyer. On accounting to the Buyer for any balance remaining after payment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.
5. QUOTATIONS AND PRICE
 - 5.1 The Seller's quotations shall be valid for 30 working days from the date of quotation and are provided on the basis that they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller from a third party, rates of wages, other costs of production, the conditions of the Site for the provision of the Services and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to correction in the event of errors or omissions.
 - 5.2 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:
 - 5.2.1 any increase in the cost of materials or services required by the Seller for the completion of the Contract or
 - 5.2.2 any increase in wages or production and manufacturing costs, taxes, duties and other overheads or
 - 5.2.3 any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems.
 - 5.3 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event that the Seller becomes aware of factors or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.
 - 5.4 Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of any value added tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be the Buyer's sole risk and expense) and any additional charges incurred by the Seller including but not being limited to the Seller's costs of parking charges, local authority licences and charges for skip and plant hire.
 - 5.5 Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of despatch. Instances where the Seller is working from a new pattern, an altered pattern, or a pattern first of the Seller's foundry, the Seller may submit sample castings for approval by the Buyer before manufacturing the majority of the Order which will only be commenced on receipt of such approval in Writing.
 - 5.6 The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer upon the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and notify the Buyer of any additional charge payable to the Buyer by the Seller. The Seller's judgment of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.
6. DELIVERY
 - 6.1 Delivery of Goods shall be deemed to be effected by the Seller, where Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or at the nearest accessible road point to such Site, where Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle, where Goods are collected by or on behalf of the Buyer by its servants or agents, when the same are collected or in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.
 - 6.2 Whilst the Seller will make every reasonable effort to complete the Contract by the Date of Delivery such date or dates shall only constitute the times by which the Seller expects to effect delivery and if no time is agreed delivery and/or provision will be within a reasonable time but the time for performance of the Contract by the Seller shall not be of the essence of the Contract, the Seller's failure to so deliver and/or provide by the due date or dates shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever.
 - 6.3 The Buyer shall ensure that, where Goods and/or Services are to be delivered by the Seller and/or its servants or agents, full and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services.
 - 6.4 Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible.
 - 6.5 If the Buyer fails to take delivery of the Goods for any reason on the Date of Delivery, the Buyer shall pay the Seller for any re-delivery required by the Buyer.
 - 6.6 The Supplier reserves the right to refuse to deliver the Goods outside the UK, where the Goods are to be transported via sea transit the Seller and the Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.
 - 6.7 All pallets, crates, wheels and other packaging specified as returnable will be changed for and credited if not returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.
7. QUANTITIES AND INSTALMENTS
 - 7.1 Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the Buyer in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalments.
 - 7.2 If the Goods or Services are to be delivered in instalments, the Seller
8. RISK AND INSURANCE
 - 8.1 The risk in the Goods and Services shall pass to the Buyer at the time of delivery as provided for in Condition 6. The Services shall be deemed to be delivered at the time of completion by the Seller of the Services.
 - 8.2 Notwithstanding the reservation of title contained in Condition 15, the Buyer shall insure the Goods and/or any products made wholly or partly thereof and/or any other all areas on which the Goods are rendered for the full amount of the price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods and/or any products made wholly or partly thereof is transferred to the Buyer pursuant to Condition 15.1 or practical completion of the Services has taken place and procure that the interest of the Seller as the owner of the Goods and/or any products made wholly or partly thereof is insured on the policy of such insurance and produce such policy to the Seller for inspection on demand.
 - 8.3 The Seller shall not be liable for any loss or damage to the Goods or Services or any products made wholly or partly thereof which are stored or are or may be stored with or without vehicles in order to recover them, where the Buyer's right to possession has terminated on termination of the Contract, howsoever caused, by the Seller (but not the Buyer's) rights contained in this Condition 15 shall remain in effect.
9. HEALTH AND SAFETY AT WORK (E.T.C) ACT 1974
 - 9.1 The attention of the Buyer is drawn to the provisions of section 6 Health and Safety at Work (E.T.C) Act 1974. The Seller will make available upon request information on the design, construction and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.
10. FORCE MAJEURE
 - 10.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-out, strikes or other labour disputes, provided that, if in the event of question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.
11. TERMINATION
 - 11.1 Without prejudice to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract if:
 - 11.1.1 the Buyer commits a breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 11.1.2 the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 11.1.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts; or
 - 11.1.4 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether or not the Seller is invited to attend) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver (whether or not the Seller is appointed or intended to be appointed or a receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the assets of the Buyer or of its undertaking or an administrator is given by the Buyer or its directors, or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced in relation to the insolvency or possible insolvency of the Buyer; or
 - 11.1.5 the Buyer ceases or threatens to cease to carry on its business.
 - 11.6 There is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
12. GENERAL
 - 12.0.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
 - 12.0.2 These Conditions and each and every provision of the Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the non-exclusive jurisdiction of the English Courts.
 - 12.0.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may be relevant to the notice and have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been received:
 - 12.0.3.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and public holidays) after posting (exclusive of the day of posting); or
 - 12.0.3.2 if delivered by hand, on the day of delivery; or
 - 12.0.3.3 if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.
 - 12.0.4 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the Contract by the Buyer and the Seller shall not be bound or prejudiced by any forbearance or indulgence granted by it to the Buyer. The parties hereto and their heirs, executors, administrators and assigns shall be bound and enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
 - 12.0.6 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
 - 12.0.7 The Seller reserves the right to subcontract any part of the Order or Contract.
 - 12.0.8 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller.
 - 12.0.9 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.
13. THE BUYER'S OBLIGATIONS
 - 13.1 The Buyer shall at all times provide the Seller with the conditional power of sale contained in Condition 15.3 by giving 24 hours' prior notice in Writing of such revocation and without notice in the event of the Buyer being in default for longer than 14 days in the payment of any sum whatsoever due to the Seller from the Buyer whether in respect of the Goods and/or Services which are the subject of the Contract or in respect of any other Contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the solvency of the Buyer.
 - 13.2 The Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cease if:
 - 13.2.1 a receiver or administrative receiver is appointed over the whole or any part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its creditors or becomes subject to an administration order or commits any act of bankruptcy; or
 - 13.2.2 the Buyer pledges or in any way charges by way of security for indebtedness the whole or any part of the Goods or Services.
 - 13.6 Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation begins of the terms of this Condition 15 and obtain the acknowledgement in Writing of the third party (sending a copy thereof to the Seller) that the third party has noted the terms of this Condition 15 and concedes the rights of the Seller under it as if the Contract was made by the third party directly with the Seller.
 - 13.7 The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property in the Goods has not passed.
 - 13.8 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter the premises where the Goods are or may be stored with or without vehicles in order to recover them, where the Buyer's right to possession has terminated on termination of the Contract, howsoever caused, by the Seller (but not the Buyer's) rights contained in this Condition 15 shall remain in effect.
14. TITLE TO GOODS
 - 14.1 The Seller acknowledges and agrees that goods supplied by the Seller which are made of wood have been machine finished and pressure treated for long life. As a result the wood has a moisture content which under certain conditions, including but not being limited to sun, air and earth, will periodically shrink and expand and cause stress cracks in line with the grain. The Seller guarantees that any pressure treated timber which rots or has fungal decay within 10 years of the Date of Delivery will be replaced on an ex works basis provided that the Buyer returns the defective timber to the Seller at the Buyer's own cost.
 - 14.2 The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against the Seller in this regard unless the differential in colour (when originally stated to be the same by the Seller) is material.
15. GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES
 - 15.1 Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or on behalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to the Goods whatsoever or howsoever occurring.
16. TITLE TO GOODS
 - 16.1 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Buyer or notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.
 - 16.2 Until title to the Goods has passed from the Seller to the Buyer, the Seller shall:
 - 16.2.1 Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
 - 16.2.2 not remove, deface or obscure any identifying mark on or relating to the Goods that clearly identify them as belonging to the Seller;
17. HEALTH AND SAFETY AT WORK (E.T.C) ACT 1974
 - 17.1 The attention of the Buyer is drawn to the provisions of section 6 Health and Safety at Work (E.T.C) Act 1974. The Seller will make available upon request information on the design, construction and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.
18. FORCE MAJEURE
 - 18.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-out, strikes or other labour disputes, provided that, if in the event of question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.
19. TERMINATION
 - 19.1 Without prejudice to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract if:
 - 19.1.1 the Buyer commits a breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 19.1.2 the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
 - 19.1.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts; or
 - 19.1.4 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether or not the Seller is invited to attend) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver (whether or not the Seller is appointed or intended to be appointed or a receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the assets of the Buyer or of its undertaking or an administrator is given by the Buyer or its directors, or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced in relation to the insolvency or possible insolvency of the Buyer; or
 - 19.1.5 the Buyer ceases or threatens to cease to carry on its business.
 - 19.16 There is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
20. GENERAL
 - 20.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
 - 20.2 These Conditions and each and every provision of the Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the non-exclusive jurisdiction of the English Courts.
 - 20.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may be relevant to the notice and have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been received:
 - 20.3.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and public holidays) after posting (exclusive of the day of posting); or
 - 20.3.2 if delivered by hand, on the day of delivery; or
 - 20.3.3 if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.
 - 20.4 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the Contract by the Buyer and the Seller shall not be bound or prejudiced by any forbearance or indulgence granted by it to the Buyer. The parties hereto and their heirs, executors, administrators and assigns shall be bound and enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
 - 20.6 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
 - 20.7 The Seller reserves the right to subcontract any part of the Order or Contract.
 - 20.8 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller.
 - 20.9 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.