TERMS AND CONDITIONS

(BUSINESS CUSTOMERS)

The Customer's particular attention is drawn to clause 12 (Limitation of Liability)

1 **INTERPRETATION**

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

Allowance has the meaning given in clause 9.1.2.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Conditions means the terms and conditions contained in this document.

Contract means the contract between the Supplier and the Customer for the supply of the Vehicle(s) in accordance with these Conditions.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** will be construed accordingly.

Customer means the customer purchasing the Vehicle(s) from the Supplier as identified in the Order.

Delivery means completion of delivery of the Vehicle(s) specified in the Order in accordance which clause 5.2 or 5.8.1.

Delivery Date means the date notified by Supplier to the Customer as the date on which Delivery will take place.

Delivery Location has the meaning given in clause 5.1.

Deposit means the deposit (if any) specified in the Order.

Force Majeure Event has the meaning given to it in clause 11.

Intellectual Property Rights means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

Order Acknowledgement means the order acknowledgement sent by the Supplier to the Customer setting out the specifics of the Customer's proposed order (including the relevant Vehicle(s) specifications, price and payment details).

Order means the Customer's order for the supply of the Vehicle(s) which will be in the form of the Customer's signed copy of the Order Acknowledgement as returned to the Supplier.

Price has the meaning given in clause 8.1.

Supplier means Golf Car UK Ltd being a company registered in England and Wales with company number 04616458 whose registered office is at Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE.

VAT means value added tax or any equivalent tax chargeable in the UK.

Vehicle(s) means the vehicle(s), parts and/or accessories to be supplied by the Supplier to the Customer as set out in the Order.

Website means the Supplier's website at www.golfcaruk.com

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that persons legal and personal representatives, successors and permitted assigns.

1.3 The headings in these Conditions will not affect the interpretation of the Contract.

1.4 Unless the context otherwise requires, a reference to one gender will include reference to the other genders and words in the singular will include the plural and in the plural will include the singular.

1.5 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.

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

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 A reference to writing or written includes fax and email.

2 QUOTATIONS

2.1 No quotation given by the Supplier will constitute an offer to the Customer.

2.2 The Supplier may withdraw a quotation at any time before a contract is formed by notice to the Customer but in the absence of such withdrawal a quotation will only be valid for such period as is specified in it or where no such period is specified a period of 30 days from its date of issue.

3 BASIS OF CONTRACT

3.1 Where the Customer wishes to place an Order, the Customer will be asked to complete an account application, once the account application is complete the Supplier will send to the Customer an Order Acknowledgement and the Customer will be asked to check, sign and return the Order Acknowledgment to place the Order. The Order will not be binding until the Supplier sends to the Customer written confirmation that the Order has been accepted.

3.2 No Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on the terms that the Customer will pay the Supplier for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

3.3 The Contract will consist of the Order and these Conditions. If there is any conflict between the terms of the Order and these Conditions, a term in the Order will have priority over one contained in these Conditions.

3.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Vehicle(s) contained in the Supplier's catalogues, brochures or Website are issued or published for the sole purpose of giving an approximate idea of the Vehicle(s) described in them. They will not form part of the Contract nor have any contractual force.

3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.6 Except as set out in these Conditions, no variation of the Contract will be effective unless it is agreed in writing and signed by a company director of the Supplier.

3.7 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.

3.8 Each party acknowledges that in entering into the Contract it does not rely on and will 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 will have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

4 VEHICLE(S)

4.1 The Vehicle(s) are described in the Order.

4.2 The Supplier reserves the right to amend the description/specification of the Vehicle(s) if required by any applicable statutory or regulatory requirement, and the Supplier will notify the Customer in any such event.

5 DELIVERY

5.1 The Supplier will deliver the Vehicle(s) to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

5.2 Delivery will be completed on the completion of unloading of the Order at the Delivery Location.

5.3 To facilitate Delivery the Customer will provide all requisite access to enable Delivery to be carried out safely and expeditiously and ensure that a duly authorised representative of the Customer is present at Delivery. At Delivery, the Supplier's representative will give the appropriate BAGMA approved installation training on the safe operation and maintenance of the Vehicle(s) to the Customer's representative. The Customer's representative will also be asked to inspect the Vehicle(s) and notify the Supplier of any damage or defect in the Vehicle(s) (save as regards any latent defects not reasonably apparent on inspection) which will be noted on the relevant sections of the delivery note. A copy of the delivery note will be provided electronically to the Customer. Acceptance of Delivery by such representative will constitute conclusive evidence that the Customer has examined the Vehicle(s) and save as regards matters noted on the delivery note it has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).

5.4 The Supplier may deliver the Order by instalments, which may at the option of the Supplier be invoiced and paid for separately. References in these Conditions to Orders will, where applicable, be read as references to instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

5.5 Any dates quoted for Delivery (including the Delivery Date) are approximate only and delays in Delivery will not entitle the Customer to:

5.5.1 refuse to take Delivery;

5.5.2 claim damages; or

5.5.3 terminate the Contract, subject always to clause 13 (Termination).

5.6 Without prejudice to clauses 5.7 and 12 if the Supplier fails to deliver the Vehicle(s) or any part thereof, its liability will be limited to refunding any amounts paid for the Vehicle(s) not delivered (including any deposit and delivery charges or the applicable proportion thereof).

5.7 The Supplier will have no liability for any failure or delay in Delivery to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under the Contract or a Force Majeure Event.

5.8 If the Customer fails to take Delivery on the date Delivery Date, requests that the Supplier postpones Delivery from the Delivery Date and/or fails to provide any access, personnel, instructions, documents, licences, consents or authorisations required to enable Delivery to be completed on the Delivery Date, then, except where that failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract:

5.8.1 Delivery will be deemed to have been completed at 9.00 am on the Delivery Date; and

5.8.2 the Supplier will store the Order until Delivery actually takes place and charge the Customer for all related costs and expenses (including storage, product protection/insurance and repeat delivery costs) such to be payable on demand.

5.9 The Supplier will ensure that each Delivery is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Vehicle(s) and, if the Order is being delivered by instalments, the outstanding balance of Vehicle(s) remaining to be delivered.

6 QUALITY

6.1 The Supplier warrants that on Delivery the Vehicle(s) will conform in all material respects with their description as detailed in clause 4.

6.2 Details of any applicable manufacturer(s) warranty will be available on the Order Acknowledgement and will be in the manufacturer's handbook provided at Delivery. Please note vehicle parts and accessories purchased will not form part of the vehicle for the purposes of the manufacturer's vehicle warranty but may be subject to a separate manufacturer's warranty.

6.3 Where the Vehicle(s) benefit from a manufacturer's warranty the Supplier will give the Customer reasonable assistance in relation to any claim under such warranty.

6.4 In respect of any of the Vehicle(s) which do not benefit from a manufacturer's warranty, the Supplier warrants that on Delivery and in respect of used Vehicle(s) for a period of 6 months from the date of delivery (**Warranty Period**) they will:

6.4.1 be free from material defects in design, material and workmanship; and

6.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

6.4.3 be fit for any purpose held out by the Supplier.

The warranty in this clause 6.4 will not apply to any Vehicle(s) purchased which have previously been hired by the Customer which are "sold as seen".

6.5 The Customer should notify the Supplier:

6.5.1 at Delivery of any defect that is apparent on a usual visual inspection of the Vehicle(s) in accordance with clause 5.3; and

6.5.2 within a reasonable time of any defect which was not reasonably discoverable on the inspection at Delivery becoming apparent.

Unless the Customer notifies the Supplier of a defect in accordance with this clause 6.5 and states that it wishes to reject the Vehicle(s) (or any of them) on that basis the Customer will be deemed to have conclusively and irrevocably accepted the Goods.

6.6 Subject to clause 6.8 if the Customer rejects Vehicles under clause 6.5 then the Supplier will at the Supplier's option repair or replace the rejected Vehicle(s) or refund the price of such rejected Vehicle(s).

6.7 Subject to clause 6.8 if during any Warranty Period any Vehicle(s) do not comply with the warranty set out in clause 6.4 the Supplier will, at its option, repair or replace any such Vehicle(s), or refund the price of such Vehicle(s) in full provided the Customer gives notice in writing during the Warranty Period and within a reasonable time of discovery of the defect.

6.8 The Supplier will not be liable for any Vehicle(s) failure to comply with the warranties in clause 6.1 and 6.4 if:

6.8.1 the Customer does not allow the Supplier a reasonably opportunity to examine the Vehicle(s);

6.8.2 the Customer makes any further use of such Vehicle(s) after giving a notice in accordance with clause 6.5 or 6.7;

6.8.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Vehicle(s) (including in the manufacturer's handbooks provided) or (if there are none) good trade practice;

6.8.4 the Customer alters or repairs such Vehicle(s) without the written consent of the Supplier;

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

6.8.6 the Vehicle(s) differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.9 Except as provided in clauses 6.6 and 6.7, the Supplier will have no liability to the Customer in respect of the Vehicle(s) failure to comply with the warranties set out in clauses 6.1 and 6.4.

6.10 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.11 The terms of these Conditions will apply to any repaired or replacement Vehicle(s) supplied by the Supplier.

7 TITLE AND RISK

7.1 The risk in the Vehicle(s) will pass to the Customer on Delivery.

7.2 Title to the Vehicle(s) will not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Vehicle(s) and all other sums that are or that become due to the Supplier from the Customer for any Vehicle(s) or on any account, in which case title to these Vehicle(s) will pass at the time of payment of all such sums.

7.3 Until title to the Vehicle(s) has passed to the Customer, the Customer will:

7.3.1 store the Vehicle(s) so that they remain readily identifiable as the Supplier's property;

7.3.2 not remove, deface or obscure any identifying mark on or relating to the Vehicle(s);

7.3.3 maintain the Vehicle(s) in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of Delivery;

7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clauses 13.1.3 to 13.1.4(k); and

7.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(a) the Vehicle(s); and

(b) the ongoing financial position of the Customer.

7.4 At any time before title to the Vehicle(s) passes to the Customer the Supplier may require the Customer to deliver up all Vehicle(s) in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Vehicle(s) are stored in order to recover them.

8 PRICE AND PAYMENT

8.1 The Order will specify the price for the Vehicle(s) (**Price**) and any applicable Deposit.

8.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before Delivery, increase the Price to reflect any increase in the cost of the Vehicle(s) that is due to:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Vehicle(s) ordered or their description; or

8.2.3 any delay caused by any instructions, failures or actions of the Customer or its officers, employees, workers or contractors.

8.3 The Price:

8.3.1 excludes amounts in respect of VAT, which the Customer will additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

8.3.2 excludes the costs and charges of packaging, insurance and transport of the Vehicle(s) which will be invoiced to the Customer at the rate specified in the Order.

8.4 Any Deposit will be payable by the date specified in the Order. The Deposit is an advance payment of the Price.

8.5 The Supplier will invoice for the Price and any applicable amounts referred to in clause 8.3 (allowing for any applicable Deposit already paid and/or any applicable Allowance) and the Customer will pay such invoice prior to the Delivery Date in full and in cleared funds to a bank account nominated in writing by the Supplier.

8.6 Time for payment will be of the essence of the Contract.

8.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's other rights or remedies, the Customer will 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 8.7 will accrue each day at 6% a year above the Bank of England's base rate from time to time, but at 6% a year for any period when that base rate is below 0%.

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

9 PART EXCHANGE

9.1 The Supplier may at its discretion be willing to agree that a proportion of the Price may be discharged by the Customer transferring to the Supplier by way of part-exchange used vehicle(s) of which the Customer is the owner (the **Part Exchange Vehicle(s)**). Where the Customer wishes to consider part exchange it must notify the Supplier and allow it to inspect the Part Exchange Vehicle(s) so that the Supplier can consider whether it is willing to accept the part exchange and if so at what value. Where the Supplier is willing to accept the part-exchange details of:

9.1.1 the Part Exchange Vehicle(s); and

9.1.2 the value of the Part Exchange Vehicle(s) as to be allowed to discharge part of the Price (the **Allowance**);

will be set out in the Order Acknowledgement.

9.2 If the Customer decides it does not wish to proceed with the part exchange after the Order including such details has been accepted by the Supplier then the Customer may notify the Supplier and the Customer must then pay the Price in full without the benefit of the Allowance and the rest of this clause 9 will not apply to the Contract. The Supplier reserves the right to review the structure of the Order based on the exclusion of the part-exchange vehicle(s).

9.3 The Part Exchange Vehicle(s) will be collected by the Supplier from the Delivery Location when the Vehicle(s) are delivered and the Customer must provide to the Supplier the Part Exchange Vehicle(s) and all of its, keys, registration documentation and any other associated documentation and parts.

9.4 Title to the Part Exchange Vehicle(s) will pass to the Supplier at completion of loading of the Part Exchange Vehicle(s) (**Collection**).

9.5 It is a condition of the part exchange that:-

9.5.1 the Customer has the right to sell the Part Exchange Vehicle immediately before Collection;

9.5.2 the Part Exchange Vehicle is free, and will remain free until Collection from any charge or encumbrance, and

9.5.3 the Supplier will enjoy quiet possession of the Part Exchange Vehicle following Collection.

9.6 The Supplier may reject or revalue a Part-Exchange Vehicle at any time for any reason, including but not limited to circumstances where:

9.6.1 the conditions detailed in clause 9.5 are not fulfilled;

9.6.2 an issue is identified by a HPI check or equivalent vehicle history check;

9.6.3 the Part-Exchange Vehicle has been subject to a total loss claim;

9.6.4 there is a discrepancy in the recorded mileage of the Part-Exchange Vehicle;

9.6.5 the condition of the Part-Exchange Vehicle is not as stated in the description the Customer provided or has changed since the Supplier inspected the Part Exchange Vehicle for the purposes of valuing it;

9.6.6 registration documentation for the Part-Exchange Vehicle is missing or incomplete.

9.7 If the Supplier rejects/revalues a Part-Exchange Vehicle in accordance with clause 9.6 above the Customer will pay the Price in full without the benefit of the Allowance (or with the reduced Allowance if applicable) and such payment will be due prior to completion of Delivery.

10 LOGO APPLICATION

10.1 If it is agreed in the Order that the Supplier will apply the Customer's Logo or similar (**Logo**) to any part(s) of the Vehicle(s):

10.1.1 the Customer will as soon as possible provide the Supplier with the Logo in an acceptable electronic format;

10.1.2 the Supplier will provide the Customer with a mock up of the Logo as it will be applied to applicable part(s) of the Vehicle(s) for the Customer's approval which may not be unreasonably withheld or delayed;

10.1.3 subject to the provision of the Logo and the approval of the mock-ups by the Customer, the Supplier will then apply the Customer's Logo to the Vehicle(s) or parts thereof as specified in the Order or otherwise agreed in writing between the Customer and the Supplier.

10.2 If the Customer does not provide the Logo or its approval of any mock up within 3 days of the scheduled delivery, the Supplier may Deliver the Vehicle(s) without applying the Logo and the Supplier will not be under any further obligations in respect of the application of such Logo.

10.3 The cost of the application of the Logo in accordance with clause 10.1 will be included in the Price unless otherwise agreed in writing between the Customer and the Supplier. Where clause 10.1.3 applies the Customer will not be entitled to a reduction in the Price.

10.4 In respect of any Logo provided by the Customer in relation to this clause 10, the Customer will indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to 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 and other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the use of the Logo in accordance with the terms of the Contract.

10.5 Clause 10.4 will survive the termination or expiry of the Contract.

11 FORCE MAJEURE

Neither party will 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 affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 10 Business Days written notice to the affected party.

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:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation;

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

12.2.4 defective products under the Consumer Protection Act 1987.

12.3 Subject to clause 12.2, the Supplier's total liability to the Customer will not exceed 100% of the amounts paid by the Customer to the Supplier pursuant to the Contract.

12.4 Subject to clause 12.2 the Supplier will not be liable for the following types of loss:

12.4.1 loss of profits;

12.4.2 loss of sales or business;

12.4.3 loss of agreements or contracts;

12.4.4 loss of anticipated savings;

12.4.5 loss of use or corruption of software, data or information;

12.4.6 loss of or damage to goodwill; and

12.4.7 indirect or consequential loss.

12.5 This clause 12 will survive termination of the Contract.

13 TERMINATION

13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer party if:

13.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

13.1.2 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;

13.1.3 there is a change of Control of the Customer;

13.1.4 the Customer

(a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

(b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(d) has a petition filed, notice given, resolution passed, or an order made, for or in connection with its winding up;

(e) has an application made to court, or an order made, for the appointment of an administrator over it,

(f) has a holder of a qualifying floating charge over the Customer's assets which becomes entitled to appoint or has appointed an administrative receiver;

(g) has a person, become entitled to appoint, or appoint, a receiver over all or any of the Customer's assets;

(h) (being an individual) is the subject of a bankruptcy petition, application or order;

(i) has a creditor or encumbrancer attach or take possession of, or have a distress, execution, sequestration or other such process levied or enforced on or sued against, the whole or any part of the Customer's assets which is not discharged within 14 days;

(j) is subject to any event in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.4(a) to clause 13.1.4(i) (inclusive);

(k) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

13.1.6 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

13.2 Without affecting any other right or remedy available to it, the Supplier may suspend deliveries of Vehicle(s) under the Contract or any other contract between the Customer and the Supplier 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 clauses 13.1.4, 13.1.5 or 13.1.6 or the Supplier 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 the Customer will immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Vehicle(s) supplied but for which no invoice has been submitted, the Supplier will submit an invoice, which will be payable by the Customer immediately on receipt.

14.2 Termination of the Contract will 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 will continue in full force and effect.

15 ASSIGNMENT AND OTHER DEALINGS

15.1 The Supplier 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.

15.2 Save as expressly stated in the Contract the Customer will 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 Supplier.

16 NOTICES

16.1 Any notice given to a party under or in connection with the Contract will be in writing and will be:

16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at

(a) in the case of the Supplier at Golf Car UK, Andover Business Park, Pioneer Road, Andover, Hampshire SP11 8EZ and

(b) in the case of the Customer the address given in the Order.

16.1.2 sent by fax to its main fax number;

16.1.3 sent by email to:

(a) in the case of the Supplier to info@golfcaruk.com ; and

(b) in the case of the Customer to the email address specified in the Order.

1.1 If either party wishes to change its details given in clause 16.1 it may do so by giving notice to the other party in accordance with this clause 16 .

16.2 Any notice will be deemed to have been received:

16.2.1 if delivered by hand, on signature of a delivery receipt; and

16.2.2 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; and

16.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 **SEVERANCE**

17.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.

17.2 If any provision or part provision of the Contract is deemed deleted under this clause 17 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

18 **WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will 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 will not constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy.

19 NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or will 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.

20 THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21 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 will be governed by and construed in accordance with the law of England and Wales.

22 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales will 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.