



*Innovation in Vacuum and
Conveying Technology*

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Consumer Terms & Conditions

Basis of Sale (conditions 1-8)

1. In these conditions "we", "us" and "our" refer to Quirepace Ltd. You can write to us at Quirepace House, 6 Pennant Park, Fareham, PO16 8XU or send e-mail to sales@quirepace.co.uk. These are also the addresses to write to if you have any complaints. "You" and "your" refer to the customer who places an order with us. We operate the domain name Quirepace.co.uk and bvc.co.uk
2. These Terms, the Order and our price list are considered by us to set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Terms before you place an Order, because you will be bound by the Terms once a contract comes into existence between us.
3. By placing an order with us, you confirm that you are over 18 years old and are legally capable of entering into binding contracts. We reserve the right at our sole discretion not to accept any order. Once your Order is accepted by us, a contract will come into force, on the terms and conditions set out here.
4. If any of these Terms are inconsistent with an Order, the Terms shall prevail. We will try to deliver your Goods as soon as practicable. However occasionally delivery may be affected by factors outside our control and so cannot be guaranteed. You should tell us as soon as possible if you do not receive your Goods within one week of placing your Order or within one week of any estimated delivery date that we give you. Any dates quoted by us for delivery are estimates only. If we are unable to deliver your Goods within 30 days of our acceptance of your Order, you may cancel your Order and get a full refund for those goods.
5. These Terms shall become binding on you and us when:
 - a. when the goods are despatched to you,
 - b. we notify you that the Goods are ready for collection, whichever is the earlier. At which point a contract shall come into existence between us.
6. We shall assign an order number to the Order and inform you of it. Please quote the order number in all subsequent correspondence with us relating to the Order.

7. We have the right to revise and amend these Terms from time to time, among other things to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).
8. If you are purchasing Goods for "Industrial" or "Trade" use, (rather than for your own domestic usage), these Terms do not apply to you. Please contact our Customer Services Team who will provide you with our Commercial terms which apply to our trade customers. By purchasing under these Terms, you confirm that you are not an Industrial or Trade customer.

The Goods (conditions 9-10)

9. The information and advice contained in our sales documentation including any samples drawings descriptions or advertising issue and any descriptions or illustrations are for general guidance purposes only and do not form part of the contract between you and us or any other contract between you and us for the sale of goods. You are responsible for determining whether it applies to your particular situation. In particular, please read all manuals and safety instructions provided with our Goods, and follow them carefully at all times.
10. We warrant that from the date that the Goods are ready for collection or delivery and for a period of 12 months from that date, subject to any enhanced terms offered by the Manufacturer or our specific 60 month machinery warranty, the Goods shall:
 - a. conform in all material respects with their description, subject to any qualification or representation contained in the brochures, advertisements or other documentation;
 - b. be of satisfactory quality;
 - c. be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
 - d. be free from material defects in design, material and workmanship; and
 - e. comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to these Terms.

This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.

These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform to these Terms.

Delivery (conditions 11-13)

11. We are responsible for the supply of the Goods but are not responsible for collection, transportation or delivery of those Goods. You may arrange and appoint your own courier to effect delivery of the Goods. You confirm that you wish for us to refer the delivery of the Goods on your behalf to our Carrier, by accepting our shipping rates when you place your order.
12. By requesting that we refer the delivery arrangements for the Goods to the Carrier, you appoint us as your agent to contract with the Carrier on your behalf. This will be on the Courier's standard terms (available from that Carrier) for the delivery of those Goods.
13. If five business days after the day on which we notify you that the Goods were ready for delivery you have not taken delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.

Acceptance & Risk (conditions 14-15)

14. Ownership of the Goods passes to you when you have paid for them in full including VAT, along with any delivery charges (where appropriate). If you choose an alternative method of delivery for the Goods (other than our Carrier), then we are not responsible for facilitating that delivery, save for making the Goods available at the door of our warehouse facility. Risk in the Goods passes at the point at which we make the Goods available for collection. If you sell the Goods you agree to hold the sale proceeds upon trust for us until you have paid us for them in full.
15. When you receive the Goods, you should check them as soon as possible, and let us know within 10 days of receipt if there are any problems. Please retain all packaging until you are satisfied with the Goods. You will be responsible for any loss or damage to the Goods which occurs after they have been delivered to you. Nothing in this clause shall prejudice the rights of the customer under this contract.

Payment (conditions 16-19)

16. We will require payment of the price for the Goods in full before we despatch them unless we agree otherwise in writing with you. However, if you have an account with us, we may, at our discretion, allow you to make payment in full within 30 days of our invoice.
17. Details of our delivery charges and methods of payment for the goods are shown in the relevant sections of our sales documentation.

18. Any payments that are overdue will bear interest at the rate of 6% per annum above the base rate of HSBC Bank plc from the date that payment was due until the date of actual payment. This interest shall accrue on a daily basis from the due date until date of actual payment of the overdue amount, whether before or after payment. You must pay us interest together with the overdue amount.
19. If you do not pay us we may suspend or cancel any outstanding orders until you have paid the outstanding amounts without limiting any of the remedies we may have.

Every effort is made to ensure that our prices and descriptions are accurate at the time of going to press. If an error is found or if manufacturers' prices or products change, we will inform you as soon as possible and offer you the option of cancelling your Order or reconfirming your order with the revised price or product. We are under no obligation to provide Goods to you at an incorrect (lower) price if the pricing error is obvious and could reasonably have been recognised by you as a pricing error.

Where indicated, VAT is quoted at the prevailing rate at the time of dispatch of the Goods and may be subject to change without notice in line with government legislation.

Intellectual Property (condition 20)

20. We are the owners or the licensee of all intellectual property (including text images, illustrations, trademarks, graphics and devices) in our website, and catalogue and any correspondence entered into from us to you. These are protected by copyright laws and treaties around the world. All such rights are reserved.

Any correspondence is personal between us and you, and is confidential and must be treated as such. This means it must not be published or distributed either in its entirety, part or in summary form without our prior written consent. Failure to observe this obligation may result in us taking action against you to prevent further breaches. The parties acknowledge that limiting our recourse to damages is probably inadequate.

Cancellation Rights (conditions 21-25)

21. If you are buying Goods from us for the purposes of your trade, business or profession and you are not classified as a consumer under UK consumer protection legislation, clause 23 does not apply to you. In addition, we are not liable for any consequential loss and subject to clause 26 our maximum liability shall be limited to the price of the Goods.
22. If you are a consumer resident outside the United Kingdom or with a delivery address outside the UK, our Returns Policy does not apply to you.
23. If you are dealing as a Consumer, and have placed your order over the internet by phone or from our catalogue, you can cancel your order for any reason and get a full refund at any time before you receive the Goods, or the end of 14 calendar days after the day you receive the Goods. To cancel your order you should write to us within that time to the address in clause 1 of these conditions.

If you have already received the Goods:

- a. you can only exercise this right to cancel your order if the Goods are still in a re-saleable condition and you have retained the packaging;
 - b. you must return the Goods to us at your own cost and risk to the address in clause 1 of these conditions (unless we are at fault, in which case we will arrange collection);
 - c. you must take care to ensure the Goods are not used or damaged in the meantime;
 - d. (d) if you do not return the Goods as required, we may charge you the costs of recovering them ourselves.
24. This right to cancel your order does not apply to Goods which have been made to your specifications or are clearly personalised or are liable to deteriorate or expire rapidly or which by their very nature cannot be returned.
25. You may return Goods for a credit or to exchange strictly in accordance with our published returns policy In the event of a conflict between these terms and conditions and the returns policy these terms and conditions shall prevail.

Our Liability to You (conditions 26-27)

26. We will not be liable for any delay in delivering the Goods which is due to events or circumstances beyond our reasonable control or for any business losses.

We are not responsible for any losses that result from our failure to comply with these terms including but not limited to

- a. loss of income or revenue;
 - b. loss of business;
 - c. loss of anticipated savings;
 - d. loss of data; or
 - e. waste of time.
27. Any commentary, advice or other materials published or distributed by us (for example but not limited to responses to email questions or message boards) are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from reliance placed on such materials by you or anyone informed of such.

Offers and Promotions (conditions 28)

28. For any offers and promotions please refer to the specific terms and conditions for that offer or promotion.

General Data Protection Regulations 2016/679 (conditions 29-32)

29. By requesting us to facilitate delivery using a Carrier, you consent to us providing that Carrier with relevant personal data necessary for that Carrier to fulfil delivery of the Products.
30. We may validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the GDPR.
31. By requesting us to register your purchase with the appropriate Manufacturer, where this service is offered, you consent to us providing that Manufacturer with relevant personal data necessary for that Manufacturer to accept the registration.
32. Quirepace Ltd may use a third party to monitor customer satisfaction, this party processes customer data on our behalf as a Data Processor on the specific instructions of Quirepace Ltd within the scope of the GDPR.

General (conditions 33-34)

33. Anyone who is not party to this contract does not have any rights under or in connection with the Contract (Rights of Third Parties) Act 1999.
34. This contract is subject to laws of England and Wales and the non-exclusive jurisdiction of the English courts.

Our Complaints Procedure

We are committed to delivering the highest standard of service to our customers. We welcome comments, feedback and suggestions to enable us to continually improve the way in which we do things.

If you are not happy with our service and wish to submit a complaint then please contact us straight away. The majority of problems can be sorted out quickly by a member of our Customer Service team. There are a number of ways in which the Customer Service team can be contacted:

- By telephone on 023 9260 3700
- By email to sales@quirepace.co.uk
- By using our web contact form

Or write to:

Customer Services
Quirepace Ltd
6 Pennant Park
Fareham

PO16 8XU

Please provide your name and address, including postcode, and customer number if known. If you are contacting us about a particular order or invoice then please supply the order or invoice number.

Our Customer Services department is open Monday to Friday 8:30am to 5.00pm

What happens next?

If you have cause to complain by telephone, we will try to resolve the issue there and then. If you send us an email or text message we will try to respond in the first instance within 24 hours and resolve the issue as quickly as possible. If it is not possible to resolve the problem straightaway then we will keep you informed of what action we are taking and any timescales. If you write to us we will try to make contact with you within 3 working days of receiving the letter.

If the complaint is not resolved

If you are not satisfied with the way in which your complaint has been dealt with or with the outcome, please contact Simon Maasz, Sales Director, at the contact details above.

Commercial Terms (Including Installation Services)

1. Definitions

1. The following words have the following meanings in these Terms:
2. "Carrier" means a delivery service provider, which for these purposes includes Quirepace Ltd and our delivery agents.
3. "Catalogue" means Our most up to date catalogue.
4. "Order" or "Order Confirmation" means the written confirmation we sent to You confirming the Products or Services that We make available for You to purchase from Us.
5. "Products" means the items which You agree to buy from Us.
6. "Services" means the services supplied to You by Us as described in the Specification and Order Confirmation (not including collection, transportation or delivery of the Products).
7. "Specification" means the scope of the Services agreed between You and Us.
8. "Terms" means the terms governing the contract for the supply of Products or Services by Us to You.
9. "Trade Marks" means the trade marks appearing on the Products and their containers and advertising, as delivered by Us to You.
10. "We" "Us" or "Our" means Quirepace Ltd, 6 Pennant Park, Fareham, PO16 8XU
11. "Website" means the website accessible at www.quirepace.co.uk or any other web site operated by Us or any other site notified to You from time to time.
12. "You" means the person, firm or company who buys or agrees to buy the Products or Services from Us.

2. Terms applicable

1. These Terms shall apply to all contracts for the sale of Products or the provision of Services to You by Us, to the exclusion of all other terms including any terms which You may purport to apply under any purchase order, confirmation of order or similar document or implied by a course of dealing, trade, custom or practice, unless otherwise agreed by Us in writing.
2. Unless otherwise agreed by Us in writing, these Terms, the Order and Our price list set out the whole agreement between You and Us for the sale of the Products and the Services. You must check that the details in the Order are complete and accurate. If You think that there is a mistake, You must seek confirmation of any changes in writing, as We only accept responsibility for statements and representations made in writing by Our authorized employees and agents.

3. By placing an order with Us, You confirm that you (the signatory) are over 18 years old, authorised to place an order and are legally capable of entering into binding contracts.
4. All Orders for Products or Services shall be deemed to be an offer by You to purchase Products or Services (as appropriate) pursuant to these Terms.
5. Any variation to these Terms shall be inapplicable unless agreed in writing by one of Our directors.
6. Any quotation given by Us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
7. We reserve the right at our sole discretion to reject any order for Product(s) and shall notify You accordingly.

3. The Price and Payment

1. The price We charge for a Product shall be Our current price for the Product as published on the date of dispatch of the relevant Products ("Price") and We shall invoice You accordingly. Payment shall be made by You in sterling. Time for Payment is of the essence.
2. Our Prices may be altered at any time without notice to You by publication of the altered Prices on the Website and/or in the Catalogue.
3. All Prices exclude VAT which shall be levied at the relevant prevailing rate on the date of Our Invoice.
4. The Price is exclusive of the costs and charges of packaging, insurance and transport of the Products by a Carrier of your choice, which shall be invoiced to You separately where applicable.
5. We will require payment of the Price for the Products and their delivery, where appropriate, in full before dispatch (or Services before they are provided) unless previously agreed in writing with You. If You have an account with Us, payment shall be due by the end of the month following the date of the invoice. Payment will not be deemed complete until We are in receipt of cleared funds.
6. All queries on invoices must be notified to Us within 10 working days of the date of the invoice.
7. Without prejudice to any other rights We may have against You, overdue invoices for Products, Services and delivery may be passed by Us to a third party debt collection agency, and interest shall be charged on sums overdue at a rate of 6% above the published rate of HSBC Bank plc which shall accrue on a daily basis from the due date until date of actual payment of the overdue amount, whether before or after payment. You are liable for the interest together with the overdue amount.

8. If payment for the Products, Services and delivery is not received in full, We may suspend or cancel any outstanding orders, until You have paid the outstanding amounts, without limiting any of the remedies that We may have.

4. The Products

1. Other than as expressly stated in the manufacturers' current brochures or catalogues supplied by Us, relating to the Products, We do not make any representations as to the fitness or suitability of the Products for any purpose whatsoever.
2. No warranty is given or implied that the Products will conform in absolute detail to the descriptions given.
3. We may amend Specifications and withdraw Products from sale without prior notice.
4. The information and advice contained in our or the manufacturers sales documentation whether displayed in our Website or our Catalogue or elsewhere including any technical data, dimensions, weights, samples drawings descriptions or advertising Issue and any descriptions or illustrations are for general guidance purposes only and do not form part of the contract. You are responsible for determining whether the Product(s) or Services are suitable for Your own particular situation. In particular, You are responsible for ensuring that Your agents or employees who use the Products or receive the Services have read all manuals and safety instructions provided with the Products, and follow them carefully at all times.
5. We shall use reasonable endeavours to provide the Services, and to make the Products available to You, in accordance with Specification or Order Confirmation in all material respects. We will use reasonable endeavours to meet any performance dates specified in the Specification or Order Confirmation, but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this agreement.

5. The Services

1. Where We have been instructed to carry out the Services on your behalf (including any installation services), You are responsible for fully and accurately specifying the extent of the Services required and any Products and any advice that We provide You with is for guidance purposes only and should not be relied on.
2. We will provide You with a final Specification and quotation for You to confirm and agree before We provide those Services. The agreed Specification and quotation may not be varied unless by written agreement.
3. We reserve the right to withdraw the Specification and quotation at any time up to the provision of the Services without liability.

4. If You do not agree to the final Specification and quotation or cancel the Order for the provision of the Services or fail to provide the necessary infrastructure required for us to provide the Services within 10 calendar days of the agreed date to provide those Services, We reserve the right to charge you reasonable costs and expenses which have been incurred in anticipation of providing those Services, not limited to the cost of any fabrication work undertaken.

6. Warranties and Liability

1. Subject as expressly provided in these Terms, all warranties, conditions or terms implied by statute or common law or otherwise are excluded.
2. Except in respect of death or personal injury caused by Our negligence, or liability for defective products under the Consumer Protection Act 1987, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these Terms, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the Our negligence, Our employees or agents or otherwise) which arise out of or in connection with the supply of the Products or Services (including any delay in supplying or any failure to supply the Products or Services in accordance with these Terms or at all) or their use or resale by You and the entire liability of Us under or in connection with these Terms shall not exceed the Price of the Products.
3. To the extent that the Products are to be manufactured in accordance with a product specification that you have supplied, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the product specification. This clause shall survive termination of this contract.

7. Delivery of the Products

1. We are responsible for the supply of the Products but are not responsible for the collection, transportation or delivery of those Products. You may arrange and appoint your own courier to effect delivery of the Products. You confirm that you wish for us to refer the delivery of the Goods on your behalf to our Carrier, by accepting our shipping rates when you place your order.
2. By requesting that we refer the delivery arrangements for the Goods to the Carrier, you appoint us as your agent to contract with the Carrier on your behalf. This will be on the Courier's standard terms (available from that Carrier) for the delivery of those Goods.
3. If You have not taken possession of the Products within 5 business days after the day on which We notify You that the Products were ready for collection by your

Carrier, We may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Products or charge You for any shortfall below the price of the Products.

4. You shall not be entitled to reject the Products if We supply up to and including 5% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to our invoice on receipt of notice from You that the wrong quantity of Products was supplied.
5. The Products may be made available to your Carrier by installments, which shall be invoiced and paid for separately. Each installment shall constitute a separate Contract. Any delay in making the Products available for collection by Your Carrier or defect in an installment shall not entitle You to cancel any other installment.

8. Acceptance of the Products

1. You are responsible for checking the Products and endorsing any relevant documentation at the point of delivery to confirm inspection and acceptance (whether that is when the Products are made available to you or your appointed carrier for your collection, or on delivery to your nominated premises if delivery is made by the Carrier) and must raise any issues immediately with Us, and in any event no later than 5 days after such delivery (after which you shall be deemed to have accepted the Products),
2. After acceptance You shall not be entitled to reject Products which are not in accordance with the contract and We shall have no liability whatever to You in respect of those Products.

9. Risk and Ownership

1. Ownership of the Products passes to You on payment in full cleared funds of all outstanding monies including VAT, along with any delivery charges (where appropriate). If You choose an alternative method of delivery for the Products (other than AL), then We are not responsible for facilitating that delivery, save for making the Products available at the door of Our warehouse facility. Risk in the Products passes at the point at which We make the Products available for collection by your Carrier.
2. Until such time as ownership in the Products passes to You, You shall hold the Products as Our fiduciary agent and bailee, and shall keep the Products separate from Your own and third parties and properly stored, protected and insured and identified as Our property, but You may resell or use the Products in the ordinary course of Your business.
3. Until such time as the ownership in the Products passes to You (and provided the Products are still in existence and have not been resold), We may at any time require You to deliver up the Products to Us and, if You fail to do so forthwith, enter

on any premises of You or any third party where the Products are stored and repossess the Products.

4. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain Our property, but if You does so all moneys owing by You to Us shall (without limiting any other right or remedy of Us) forthwith become due and payable.
5. Under the terms of article 9 paragraph 2 of The Waste Electrical Electronic and Equipment Regulations 2013 by purchasing this equipment for non-domestic use you are accepting the responsibility for end of life treatment of the same.

10. Returns

1. Products which are undamaged, unopened and fully marketable may be returned only by Our prior-agreement in writing and on payment of an administration charge.
2. We do not accept liability in respect of the Products, whether for shortages or damage to the Products or otherwise, unless You notify Us in writing within five days of receipt of the products or invoice.
3. Where You reject any Products without reasonable cause, You shall have no further rights whatever in respect of the supply to You of such Products or Our failure to supply Products which conform to the contract of sale.
4. All monies paid form part of a contract of sale and are non-refundable. If for any reason You fail, or refuse to accept the Products at the time that such Products are made available to you or your Carrier, You will be in breach of contract. In such circumstances, We may sell or otherwise dispose of the Products without prejudice to Our rights to legal redress for loss suffered in consequence of Your failure to accept the Products.
5. Our Returns Policy applying to repairs of Products shall not apply to buyers outside the United Kingdom or to trade customers.

11. Trade Marks and Copyright

1. In the event that You are authorised to re-sell the Products to third parties, We hereby grant You a non-exclusive licence to use the Trade Marks solely for the purpose of re-selling the Products and You agree to sell the Products only under those Trade Marks.
2. You shall not without Our prior written consent, alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks, and shall not alter or deface in any manner or remove any reference to the Trade Marks, any reference to Us or the original manufacturer or any other name attached or affixed to the Products or their packaging or labelling.

3. You agree not to use any name or mark similar to or capable of being confused with any of the Trade Marks or any trademarks of which We are a proprietor.
4. Copyright of all images and text relating to the Products remains vested in Us or Our suppliers. You will not use any of this copyrighted material without Our express written permission on a case by case basis. Any permission so granted will cease on one months' notice or any time notified in the written permission.

12. General Data Protection Regulations 2016/679

1. By our introduction to a Carrier, you consent to us providing that Carrier with relevant personal data necessary for that Carrier to fulfil delivery of the Products.
2. By accepting these Terms You consent to Us carrying out checks on your personal data such as the validation of your name, address and other personal information supplied by You during the order process against appropriate third party databases. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency. These checks are carried out to confirm You and if appropriate Your key personnel's identity (including addresses if personal guarantees are given), a credit check is not performed and Your credit rating will be unaffected. All information provided by You will be treated securely and strictly in accordance with the GDPR.
3. We may at Our discretion refuse credit or offer limited credit on the basis of Our own opinion and the results of any third party searches.
4. We may provide credit rating agencies with information about You or the individuals specified in 12.3 above following any breach of the payment terms under this agreement.
5. We may monitor and/or record any phone calls with You for training and/or security purposes.

13. General

1. The benefit of this Agreement may not be assigned by You to any third party. There is no restriction on Us assigning the benefit
2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
3. This contract is subject to the law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English courts.