

**SELLER TERMS & CONDITIONS FOR HAMPSON AUCTIONS LIMITED**

1. **Please read these Terms** carefully before you submit your application to us and take a copy of these Terms for your later reference, they explain how we provide auction services to you. We are **Hampson Auctions Limited** a company registered in England and Wales. Our company number is 10464876 and our registered office is at Winnington Hall, Winnington Lane, Northwich CW8 4DU (Hampsons). Our telephone number is: +441606828124 and our email address is: [info@hampsonauctions.com](mailto:info@hampsonauctions.com). **All notices and notifications** under these Terms must be made to Hampsons' registered address or (where expressly stated by email) to the email address stated above. All notices and notifications shall be deemed to be delivered only when received by Hampsons or in absence of proof of receipt at least two Business Days after being sent to the correct address above.
2. **Definitions used in our terms:**  
**Advertising Materials:** has the meaning given in clause 5.1; **Auction:** the public auction at the Premises held by Hampsons at which the Lot shall be offered for sale; **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; **Buyer:** the successful bidder in relation to the Lot; **Catalogue Fee:** the non-returnable fee payable by the Seller to Hampsons upon submission of the Entry Form, as stated in Clause 11 in relation to the publication of photographs and/or description of the Lot by Hampsons; **Charges:** means all the sums owed to Hampsons for the Services including but not limited to the Seller Commission and the catalogue fee as further described in Clause 11 together with any Encumbrance; **Contract:** the contract between Hampsons and the Seller for the supply of the Services in accordance with these Terms; **Direct Contract:** has the meaning given in clause 4.6; **Encumbrance:** any claim that a person who is not the Seller may have over the Lot which may include any right to acquire, option or right of pre-emption or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement; **Entry Form:** the application on Hampsons form made by the Seller to participate in the Auction; **Expenses:** expenses incurred by Hampsons but payable by the Seller including, but not limited to, all insurance, storage, illustrations, cleaning costs, photography costs, catalogue costs, special advertising, packing and freight of the Lot together with any VAT or other tax; **Hammer Price:** the price for which a Lot is sold to the Buyer; **Lot:** the item stated on the Entry Form to be sold at the Auction by Hampsons on behalf of the Seller (as agent); **Premises:** the premises designated by Hampsons and communicated to the parties to this Contract from time to time; **Reserve:** the lowest sale price set in pounds sterling by the Seller with the agreement of Hampsons in relation to the Lot; **Seller:** the person or firm who engages Hampsons to provide the Services; **Seller Commission:** the commission due to Hampsons from the Seller as set out in clause 11; **Seller Default:** has the meaning given in clause 6.19; **Services:** the auction services carried out at public auction on the Site as agreed on the Entry Form for the auctioning of the relevant Lot by Hampsons (as agent for the Seller unless otherwise agreed in writing) in accordance with the Welcome Pack or as otherwise agreed by the parties in writing from time to time; **Site:** means Hampsons auction platform on which all online auctions take place and which is at [www.hampsonauctions.com](http://www.hampsonauctions.com); and **Withdrawal Fee:** 12.5% of the highest such value as determined by the Seller, or the Lot in pounds sterling, or if more than one value is given, the higher value of such values.
3. **Interpretation:** In this Contract, any words that follow 'include', 'includes', 'including', or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and a reference to 'writing' or 'written' includes email to the address above but not any other form of electronic communication. A reference to a clause is to the relevant clause in these Terms. In the event of any conflict between any provision of these Terms, anything on the Site and any provision of the Entry Form, the provisions of these Terms shall prevail.
4. **Basis of Contract and bid process.**  
 4.1 The submission of an Entry Form (together with payment of the Catalogue Fee (if any) constitutes an offer by the Seller to engage Hampsons to provide the Services in accordance with these Terms. The Entry Form shall only be deemed to be accepted when Hampsons issues written acceptance of it (or in its absence clear and unambiguous acceptance of the Lot into the auction), at which point, and on which date the Contract shall come into existence. Hampsons reserves the right to reject any Entry Form which is not complete or is not accompanied by the Catalogue Fee (if applicable).
- 4.2 These Terms apply to the Contract to the exclusion of any other terms that the Seller or the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing including by any legislation including the Sale of Goods Act 1979.
- 4.3 No representations or advice made by employees or contractors of Hampsons shall form part of the Contract unless explicitly stated in writing on the Entry Form or part of a formal variation as prescribed by clause 18.5 (Variation).
- 4.4 Under this Contract, Hampsons acting as agent for the Seller and Hampsons shall have the absolute discretion to settle any dispute relating to bidding at the fall of the hammer. Where there is any dispute relating to a Direct Contract, Hampsons reserves the right to refer the Buyer to the Seller (and vice versa) to settle such disputes directly (and shall have no liability to the Buyer or the Seller in respect thereof).
- 4.5 Any bid which fails to reach the Reserve may be submitted by Hampsons, at its sole discretion, to the Seller for consideration. Should the Seller accept a bid below the Reserve, the Lot will be deemed to have been sold to the Buyer at the lower bid price (below the Reserve) at the time of the fall of the hammer on the date of the Auction.
- 4.6 Where a winning bid above the Reserve (if any) is accepted by Hampsons a contract comes into being between the Seller and the Buyer (Direct Contract) and the Seller's and Buyer's obligations in the Hampson Seller and Buyer Terms will form part of that contract between the Seller and the Buyer but without any inclusion or liability on the part of Hampsons who acts only as agent in respect of the sale.
5. **Advertising Materials**  
 5.1 The Seller shall supply details (including, where agreed, photographs, descriptions and information) of the Lot (Advertising Materials) for use as are required to advertise the Lot in an accurate and honest manner and provides an irrevocably royalty-free licence to Hampsons to use the same in the provision of the Services. Where Hampsons deems the details provided by the Seller to be insufficient or incomplete, Hampsons may, but will be under no obligation to, publish additional details in relation to the Lot which will be notified to the Seller before the auction and if no objection is made within 12 hours of the same being published, the Seller shall be deemed to accept the additional details as part of the advertising details provided by the Seller. The Seller shall ensure that all Advertising Materials are true, accurate and not misleading. Hampsons shall have no liability to the Seller, the Buyer, any other bidders on the Lot or any third party in respect of any Advertising Materials or in relation to whether any Lot is fit for any particular purpose (including but not limited to roadworthiness and capability of being registered in the UK).
- 5.2 Hampsons shall in its sole discretion decide what advertising is suitable, the position of the Lot in any literature and the timings relating to the Lot auction.
- 5.3 All advertising materials made by Hampson are and shall remain the intellectual property of Hampsons and the Seller may not use these themselves without Hampsons' consent in writing.
6. **Seller's obligations**  
 The Seller shall:  
 6.1 ensure that the Entry Form has been fully and accurately completed and co-operate with Hampsons in all matters relating to the Services;  
 6.2 deliver the Lot at its own expense to the Premises (or such other places agreed between Hampsons and the Seller) on or before such time as Hampsons shall specify, unless Hampsons has confirmed in writing that the Lot is not to be delivered prior to the Auction; provide Hampsons, its employees, agents, consultants and subcontractors, with access to the Lot prior to the Auction as reasonably required by Hampsons for the purposes of inspection and the preparation of any further advertising materials;  
 6.4 provide Hampsons with such information and materials as Hampsons may reasonably require in order to supply the Services (including but not limited to any Advertising Materials), and ensure that such information is complete and accurate in all material respects;  
 6.5 obtain and maintain all necessary licences, certificates, proof of ownership in relation to the Lot and provide copies to Hampsons on request;  
 6.6 present the Lot in a clean, saleable condition and to the extent that the Seller fails to comply with this obligation, Hampsons reserves the right to arrange for the Lot to be cleaned and brought up to saleable condition and the Seller shall pay all reasonable related costs back to the Hampsons;  
 6.7 disclose, as soon as reasonably possible, and in any event within 48 hours of signing the Entry Form, any damage to or Encumbrance affecting the Lot and include a reference to such damage or Encumbrance to Hampsons to be added into the Advertising Materials;  
 6.8 disclose, as soon as reasonably possible, and in any event within 48 hours of signing the Entry Form, if the Lot includes a vehicle which is not road worthy, has a defect or is not registered in the UK;  
 6.9 make all and any necessary arrangements required where the Seller intends to retain the vehicle registration for a vehicle forming part of a Lot. If the Seller does not do so, Hampsons shall not be responsible for any loss or damage whatsoever and howsoever arising out of the Seller's loss of the right to the registration number following the sale of the Lot.  
 6.10 up until the date on which title and risk to the Lot passes from the Seller to the Buyer, maintain in force an insurance policy with a reputable insurance company for the full value of the Lot, ensure that all payments are made in respect of the same, and provide a copy of this to Hampsons on request. The Seller shall not do or omit to do anything that voids, invalidates or otherwise make unenforceable (or might reasonably void or invalidate or otherwise make unenforceable) any policy of insurance in respect of a Lot;  
 6.11 ensure that the Lot complies with all applicable laws and that any relevant import or export fees or taxes are paid;  
 6.12 not advertise nor sell the Lot from the date of signing the Entry Form until the 14 Business Days (inclusive of the 14<sup>th</sup> day) after the date that the Auction ends. For the avoidance of doubt where there is evidence of the Seller advertising the Lot during the aforementioned

- 14-day period, the Seller will be deemed to have made a withdrawal request and will immediately become subject to a Withdrawal Fee in accordance with clause 9.
- 6.13 pay to Hampsons the Charges and Expenses including in the circumstances stated in Clause 6.12 above;
- 6.14 acknowledge and agree that in the event the Seller wishes to withdraw a Lot for any reason, the Seller shall be liable to pay the Withdrawal Fee in accordance with clause 9; and
- 6.15 where a Lot fails to sell at Auction (or the specified period thereafter) and the Seller wishes to re-enter the Lot, the Seller may make an offer in writing to Hampsons to re-enter the Lot on the same terms as stated in the original Entry Form. Hampsons may (at their sole discretion) but shall not be obliged to accept such offer and any proposed variation clearly stated therein.
- 6.16 While on the Premises, conduct itself properly and in accordance with the reasonable instructions of Hampsons including but not limited to those relating to health and safety and shall be responsible for paying Hampsons for any damage caused by the Seller while on the Premises.
- 6.17 ensure that it takes all reasonable actions to comply with the Direct Contract;
- 6.18 warrant to Hampsons that:  
 6.18.1 the Seller has good and marketable title to the Lot, free from all and any Encumbrances (or warrants the same as authorised agent on behalf of a third party owner); and  
 6.18.2 the Lot is in good condition, free from any damage, defect or imperfection, save for those disclosed to Hampsons in accordance with clause 6.7; and  
 6.18.3 any vehicle forming part of a Lot is road worthy, has no defect and is registered in the UK, save where a disclosure has been made in accordance with clause 6.8; and  
 6.18.4 any details provided to Hampsons and used in the advertising (including any provided by Hampsons and confirmed with the Seller in accordance with Clause 5) of the Lot are accurate; and  
 6.18.5 it will comply with all necessary actions required to fulfil any sale contract of the Lot with the Buyer including providing Hampsons with the VS, and any other documentation reasonably required before the auction or immediately on request thereafter.
- 6.19 Where any of the warranties stated in clause 6.18 are breached by the Seller and Hampsons suffers a loss or claim as a result, the Seller shall pay to Hampsons an amount equivalent to the loss suffered by Hampsons, and the Seller shall indemnify and hold harmless Hampsons against all such losses and expenses suffered or incurred by it (including legal and other professional fees) as a result of any breach of clause 6.18.
- 6.20 If Hampsons' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Seller or failure by the Seller to perform any relevant obligation (Seller Default):  
 6.20.1 without limiting or affecting any other right or remedy available to it, Hampsons shall have the right to suspend performance of the Services (including paying any payments due on the Lot or any other Lot entered with Hampsons) until the Seller remedies the Seller Default, and to rely on the Seller Default to relieve it from the performance of any of its obligations in each case to the extent the Seller Default prevents or delays Hampsons' performance of any of its obligations;  
 6.20.2 Hampsons shall not have to pay for any costs or losses sustained or incurred by the Seller arising directly or indirectly from Hampsons' failure or delay to perform any of its obligations as set out in this clause 6.20; and  
 6.20.3 the Seller shall reimburse Hampsons on written demand for any costs or losses sustained or incurred by Hampsons arising directly or indirectly from the Seller Default.
7. **Hampsons Obligations**  
 7.1 Except where explicitly stated otherwise in writing, Hampsons shall act as agent for the Seller and shall provide the Services as agent and Hampsons accepts no responsibility to the Seller for any failures by the Buyer in respect of the sale of any Lot or otherwise.  
 7.2 If Hampsons receives notice of a dispute relating to a sold Lot before payment of the proceeds of sale has been remitted to the Seller, Hampsons may withhold payment from the Seller until it thinks fit or until the dispute is resolved, whichever is earlier.  
 7.3 If the Buyer fails to pay Hampsons any amount due within 21 days after the Sale, Hampsons will notify the Seller and take the Seller's instructions as to the appropriate course of action. So far as in Hampsons opinion it is practicable, it will at the Seller's expense, assist the Seller to recover the overdue amounts from the Buyer, but Hampsons shall be under no obligation to institute proceedings in its own name.
8. **Reserve**  
 8.1 Hampsons agrees with the Seller the Reserve for the Lot. A Reserve (or requirement for No Reserve) once placed by the Seller shall not be increased but may be decreased with the consent of Hampsons in accordance with clause 8.1 below.  
 8.2 Notwithstanding clause 8.1 (Variation) you may agree with Hampsons to lower your reserve in accordance with clause 8.1 above verbally on the telephone. In the event of a change to the reserve Hampsons will confirm the agreed change by email or text message and unless the Seller replies to Hampsons' email or text message within a reasonable period of time (and, in any event, before bidding has started on the Lot the subject of the change) to confirm that there is an error in the email or text message from Hampsons you will be deemed to have accepted such email or text message as evidence of the verbal agreement of the change to the reserve. In the event that the Seller lowers the reserve, Hampsons will not subsequently increase the reserve under any circumstances. In the event that the Seller lowers the reserve for any Lot to £0 (removing the reserve entirely), Hampsons will not agree to increase or add a reserve on that Lot and the reserve will remain at £0 unless the Seller withdraws the Lot from sale in accordance with the terms of clause 9.  
 8.3 Hampsons may at its sole option sell a Lot at a price below the Reserve, but where it does so the Seller will receive the sale proceeds that would have been payable if the Lot had sold at the Reserve.  
 8.4 The Reserve shall be set in pounds sterling and, where necessary, it shall be converted at the exchange rate quoted from time to time by the Bank of England.  
 8.5 If the Seller purchases its own Lot, it will be deemed to be both the Seller and the Buyer of that Lot and will be liable for both the Seller Commission and the Buyer Commission.  
 8.6 Where no Reserve is placed on a Lot or the Seller and Hampsons agree to remove a Reserve (meaning the Lot can be sold at any price higher than £0 to a highest bidder), Hampsons will aim to achieve the best price reasonably obtainable for the Lot but provides no guarantees as to that price nor that the price will be equal to any estimate given or the average price such lots are advertised at.  
 8.7 Where Hampsons provides the Seller with an estimate prior to Auction, that estimate should not be relied upon by the Seller and Hampsons will not be liable for any losses, costs or damages arising as a result of such reliance.
9. **Withdrawal Fee and removal of a Lot**  
 9.1 The Seller may by written notice to Hampsons withdraw a Lot from Auction. If the Seller withdraws a Lot at any time between the commencement date of the Contract and 14 Business Days after the date of the Auction (inclusive of the 14<sup>th</sup> day), the Seller will be liable to pay the Withdrawal Fee, notwithstanding that commission of a lesser, or no, amount had previously been agreed, to reflect the time, effort, loss of publicity and buyer's premium suffered by Hampsons.  
 9.2 Where the Lot fails to sell above, no withdrawal of a Lot can be made on or after the date that the Auction commences. Where the Seller instructs Hampsons to withdraw a Lot at any time within the seven days immediately preceding the date on which the Auction commences, the Seller will pay a further administration fee equal to 3% of the highest value that Hampsons, acting reasonably, attributes to the Lot in pounds sterling (or, if more than one value is given, the highest value given for that Lot) and this additional administration fee shall be added to the Withdrawal Fee (resulting in a total withdrawal fee of 15.5%) to reflect the work required to be undertaken by Hampsons (and the cost thereof) to withdraw the Lot at such short notice before the start of the Auction.  
 9.3 The Seller and Hampsons agree that all such Withdrawal Fees and administration fees noted in clauses 9.1 and 9.2 are necessary to reimburse Hampsons for the costs and time expended in connection with the supply of Services and that such fees shall be paid as remuneration for the Services performed by Hampsons down to the date of withdrawal, and not by way of penalty or liquidated damages. The Withdrawal Fees and administration fees set out in clauses 9.1 and 9.2 are exclusive of any VAT which Hampsons may charge on the same.  
 9.4 Where the Seller withdraws a Lot in accordance with clause 9.1 or clause 9.2 above, the Seller will arrange for the Lot to be removed from Hampsons' premises at the Seller's cost, within two Business Days of notifying Hampsons of such withdrawal subject to the Seller paying the Withdrawal Fee in full as well as any storage charges which may be applicable. Hampsons shall be entitled to hold a lien over the Lot until the Withdrawal Fee (and any other payments due to Hampsons by the Seller under the Contract) has been paid in full to Hampsons in cleared funds.  
 9.5 Where the Lot is sold at Auction (or in the 14 Business Days thereafter), the Seller will arrange for the Lot to be removed from the Premises at the Seller's cost, within two Business Days of Hampsons providing written notice to the Seller subject to the Seller paying any applicable storage charges. For the avoidance of doubt, Hampsons is under no obligation to keep the Lot for 14 Business Days after the Auction and shall be entitled to provide written notice to the Seller to remove the Lot any time after the end of the Auction.  
 9.6 If the Seller fails to comply with clause 9.4 and clause 9.5 above and the Lot has not been removed from Hampsons' premises within 3 months of the withdrawal or the written notice from Hampsons (as applicable), then Hampsons shall be entitled to sell the Lot to a third party without any liability to the Seller.
10. **Title.** Title to the Lot shall pass from the Seller to the Buyer only upon Hampsons receiving the sale proceeds in full and in cleared funds from the Buyer. Risk shall, unless otherwise agreed, pass from the Seller to the Buyer upon sale of the Lot at the Auction.

**11. Charges and payment**

- 11.1 The Charges for the Services shall be calculated with reference to the below:

Type	Seller's Catalogue Fee	Seller Commission	Uplift and storage fees
Motor Cars	£250 + VAT	2.5% (plus VAT) of the Hammer Price or £250 plus VAT, whichever is higher	Uplift Fee: £175 plus VAT  Storage Fee: £10 plus VAT for each day after the date of the Auction that the Lot is not collected.
Motorcycles, scooters and bicycles	£150 + VAT	7.5% (plus VAT) of the Hammer Price or £250 plus VAT, whichever is higher	Not applicable
Registration plates/numbers	£100 + VAT	15% (plus VAT) of the Hammer Price or £250 plus VAT, whichever is higher	Not applicable

- 11.2 Hampsons may, at its sole discretion, choose to waive all or part of the Charges. A waiver of Charges by Hampsons shall only be valid if waived in writing. In all other cases, the Charges shall be payable in full.
12. **Payment of Charges**  
 12.1 The Catalogue Fee shall be paid to Hampsons on acceptance of the Lot by Hampsons and Hampsons shall invoice the Seller (and the Buyer) on completion of the Services for all commission based charges and any relevant Expenses payable by them.  
 12.2 The Seller hereby authorises Hampsons to deduct the Charges and Seller-related Expenses from the Hammer Price prior to paying to the Seller in pounds sterling within 14 days of the sale proceeds being received in full and clear funds from the Buyer and the Buyer collecting or (in the case of delivery) receiving the Lot (together with any registration documents relating to the same), whichever is later, subject to the provisions of clause 12.3 below.  
 12.3 Hampsons shall be entitled to withhold payment to the Seller (including payment on any other Lot) until such time as the Lot has been delivered to the Premises in full (including all relevant documentation and licence).
13. **Intellectual property rights.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Seller) shall be owned by Hampsons.
14. **Data protection.** Hampsons will comply with all applicable requirements of the Data Protection Legislation and will conduct any data processing of your personal data in line with the Privacy Statement on our website [www.hampsonauctions.com](http://www.hampsonauctions.com). Where there is any dispute in relation to a Lot, including but not limited to any dispute under a Direct Contract, the Seller hereby irrevocably and unconditionally consents to Hampsons providing the Buyer with the Seller's contact details so that the Seller and the Buyer may liaise directly in respect of the same.
15. **Limitation of liability**  
 15.1 Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for, death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).  
 15.2 Subject to clause 15.1, Hampsons' total liability to the Seller or the Buyer shall not exceed an amount equal to the Hammer Price less all Seller Charges. Hampsons' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.  
 15.3 Neither the Seller nor Hampsons shall be liable for any consequential or indirect loss whatsoever. The following types of loss are wholly excluded: (i) Loss of profits; (ii) Loss of sales or business; (iii) Loss of agreements or contracts; (iv) Loss of anticipated savings; (v) Loss of use or corruption of software, data or information; (vi) Loss of or damage to goodwill; and (vii) Indirect or consequential loss.  
 15.4 Hampsons does not accept any liability for damage sustained to a Lot that is attributable to any third party (including, but not limited to, members of the public) including during the sale of a Lot or for any loss or damage to any removable items left within Lots during the same period.  
 15.5 The Seller shall indemnify and hold harmless Hampsons, its agents and employees in full against all actions, claims, losses, damages and expenses incurred by Hampsons in respect of a Lot which relate to the Seller's breach of the contract between the Buyer and the Seller and any defect in the Lot, whether proving dangerous to human life or health or otherwise giving rise to a claim against the Auctioneer, or as a result of any default by the Seller or any breach of any of the warranties or undertakings herein by the Seller.  
 15.6 This clause 15 shall survive termination of the Contract.
16. **Termination**  
 16.1 Without affecting any other right or remedy available to it, any party may terminate the Contract with immediate effect by giving written notice to the other party if:  
 16.2 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;  
 16.3 the other party takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court, having a receiver appointed to any of its assets);  
 16.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;  
 16.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
17. **Consequences of termination**  
 17.1 On termination of the Contract the Seller shall immediately pay to Hampsons all of Hampsons' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Hampsons shall submit an invoice, which shall be payable by the Seller and Buyer immediately on receipt. The Seller shall collect the Lot from Hampsons' premises in accordance with clause 9.4 and 9.5 above.  
 17.2 Termination of the Contract shall not affect any rights, remedies, obligations or 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.  
 17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
18. **General**  
 18.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.  
 18.2 **Assignment and other dealings.** Hampsons 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. The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.  
 18.3 **Confidentiality.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.  
 18.4 **Entire agreement.** 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.  
 18.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).  
 18.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy.  
 18.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.  
 18.8 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights to people not party to this contract under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.  
 18.9 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.  
 18.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.