NACD
ACCESS ▪ COMMUNICATIONS ▪ CCTV

OCTOBER 2026

NACD Maintenance Dept Information Pack

bsia
british security industry association
Principal Member

Secured by Design
SBD
Police Preferred Specification

Important information for Housing Associations & Managing Agents

THERE ARE NACD MAINTENANCE OPTIONS FOR EVERY BUDGET

Contract types (see sheet for full details):

Standard PAYG Contract	= Standard charges apply.
PPM Contract	= £ POA, price per service visits.
Silver – Service Level Cover	= £ POA, includes 1no annual preventative visit, 25% discount on parts.
Gold – Fully Comprehensive Cover	= £ POA, fully comprehensive, 2no annual preventative visits.
Platinum – Bespoke Cover	= £ POA, bespoke to your requirements.

What more can we do? You just need to ask.

REMEMBER: Buildings and associated visitor door entry, resident access control, CCTV, IT, communication systems are becoming ever larger and more complicated. Only qualified accredited engineers should work / service the equipment, training is available for 3rd parties approved by the client, all as per National Security Inspectorate NCP 109 (Issue 1) July 2012.

The NACD maintenance department works on all manufacturer visitor door entry (VDE), access control (ACC), CCTV and electric door systems. We understand the pressures that housing management have to contend with, their needs for reporting feedback, credible maintenance audit trails and real-time information flow.

If what you need is not listed above, please contact us and we will be able to provide a solution suitable to your needs.

How to report faults to NACD Customer Services

Maintenance and System Faults:

In the first instance, please contact our Maintenance Department:

Email **customerservice@nacd.co.uk**

Call **01442 211848** and **select Option 4**

You will be notified of the Team that will manage your Account moving forward.

Normal office hours: Monday to Friday 08:30–17:30hrs.

Please note your calls may be recorded for training and quality purposes.

Out of Hours Service is for Contract Customers only.
For Out of Hours duty engineers: 17:31–08:29hrs, weekends and bank holidays:

Call **01442 211848** and enter your unique 4-digit PIN Number* ☐☐☐☐ when prompted.

Please keep a safe note of the 4-digit PIN number provided to you.

Remote programming of Proximity Fobs, Radio Transmitters, Resident Telephone Numbers etc

Please contact your management company or housing association.

Purchases of Proximity Fobs and Radio Transmitters

Please contact your management company or housing association.

NACD Limited,
1 Enterprise Way,
Hemel Hempstead,
HP2 7YJ

Tel: 01442 211848

For maintenance contracts, please email:

contracts@nacd.co.uk

For our insurances and accreditations, please refer to:

https://www.nacd.co.uk/about-us/accreditations/

Secured by Design

SBD

Official Police Security Initiative

Secured by Design
LICENCE HOLDER

This is to certify that

NACD

of

Unit 1,Enterprise Way, Hemel Hampstead, HP2 7YJ

Holds a Secured by Design Licence. Valid in conjunction with the current schedule until

9th December 2026

Please refer to www.securedbydesign.com/member-companies/sbd-members
for the current schedule information

G. Ferg

Guy Ferguson
CEO, Police Crime Prevention Initiatives Limited

Date 09/12/2025

POLICE CPI
Police Crime Prevention Initiatives

GOLD – Fully comprehensive cover

NACD has been established for over 30 years, specialising in the servicing and repairing of visitor door entry (VDE), access control (ACC) and CCTV surveillance equipment.

Why service your equipment?

Regular maintenance is important to ensure that your visitor door entry equipment remains fully operational and fulfils its life expectancy.

Sign up to a service agreement today and:

- ✓ Validate your building insurance
- ✓ Reduce the risk of unnecessary emergency out-of-hours, associated costs and inconvenience to residents
- ✓ Increase equipment life expectancy
- ✓ Provides evidence of due diligence and attention to building installation safety
- ✓ Complies fully with Secured by Design police guidelines
- ✓ Improve security

What's included?

A service agreement provides the following benefits:

- ✓ All replacement parts and associated labour are included
- ✓ Two scheduled preventative maintenance visits per annum
- ✓ Engineer on-site within 16 Working Hours
- ✓ Standard call-outs 08:30–17:30 hours (excluding weekends and bank holidays)
- ✓ All remote administration and programming including resident registration and proximity/radio fobs
- ✓ 24-hour web portal access for real-time reporting and monitoring
- ✓ Telephone PIN access to Out of Hours Emergency Service
- ✓ Flexible payment options (Direct Debit)
- ✓ Costs are fixed (RPI inflation linked)
- ✓ Detailed preventative maintenance reports and recommendations

Why choose NACD?

We maintain VDE, ACC and CCTV equipment of all makes throughout the UK to thousands of satisfied customers, delivering:

- ✓ A comprehensive range of parts available from stock
- ✓ Fully trained service engineers
- ✓ Nationwide coverage
- ✓ ISO9001 accredited, Safe Contractor and NICEIC Approved
- ✓ Free technical advice
- ✓ NSI Gold Accredited

The annual Maintenance Contract cost is calculated based on the particulars of the site, system and installation. The minimum contract value for Gold Cover is £550.00 + VAT per annum.

Emergency 24-hour service

- ✓ Out of hours callouts apply between 17:31 and 08:29 hours, weekends and bank holidays
- ✓ Guaranteed engineer onsite within four hours if needed
- ✓ The NACD Duty Manager will assess the emergency call-out and assist remotely if possible
- ✓ Onsite attendance will be on the basis of SAFETY requirements
- ✓ The site will be left SAFE if a full repair cannot be achieved Out of Hours
- ✓ Safe may mean entrance / exit doors being left on Free Access until a full repair can be made

Exclusions to Gold Cover

- ✗ Theft, fire, flood, lightning, vandalism, accidental or intentional damage, intervention by an unauthorised third party
- ✗ NACD reserves the right to charge for callouts where no fault with equipment is found, or where misuse of emergency breakglass has occurred
- ✗ Motorised electronic locks are excluded (maglocks and transom locks are included)
- ✗ TVTEL/TELGUARD analogue telephone entry systems will need replacing by January 2027 when analogue phone lines will be discontinued by Openreach
- ✗ Out of hours callouts are chargeable at our standard Out Of Hours Callout Rates
- ✗ Faults caused by damage to cabling
- ✗ If any vehicle or pedestrian gates are linked to the system the contract will cover the door entry/access control only – not any motors, rams, hydraulics or automation equipment

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- ✗ Faults caused by damage to cabling
- ✗ Downloading of CCTV footage on site
- ✗ The cost of a mobile elevating work platform (eg. cherry picker) that may be required to service high level equipment

SILVER – Service level cover

NACD has been established for over 30 years, specialising in the manufacture, project design, installation, sales, commissioning, servicing and repairing of visitor door entry (VDE), access control (ACC) and CCTV surveillance equipment.

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- ✓ Provides evidence of due diligence and attention to building installation safety
- ✓ Complies fully with Secured by Design police guidelines
- ✓ Improve security

What's included?

A service agreement provides the following benefits:

- ✓ Labour are included
- ✓ Parts chargeable at a 25% discount
- ✓ One scheduled preventative maintenance visits per annum
- ✓ Engineer on-site within 16 Working Hours
- ✓ Standard call-outs 08:30–17:30 hours (excluding weekends and bank holidays)
- ✓ All remote administration and programming including resident registration and proximity/ radio fobs
- ✓ 24-hour web portal access for real-time reporting and monitoring
- ✓ Telephone PIN access to Out of Hours Emergency Service
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The annual Maintenance Contract cost is calculated based on the particulars of the site, system and installation. The minimum contract value for Silver Cover is £450.00 + VAT per annum.

Emergency 24-hour service

- ✓ Out of hours callouts apply between 17:31 and 08:29 hours, weekends and bank holidays
- ✓ Guaranteed engineer onsite within four hours if needed
- ✓ The NACD Duty Manager will assess the emergency call-out and assist remotely if possible
- ✓ Onsite attendance will be on the basis of SAFETY requirements
- ✓ The site will be left SAFE if a full repair cannot be achieved Out of Hours
- ✓ Safe may mean entrance / exit doors being left on Free Access until a full repair can be made

Exclusions to Silver Cover

- ✗ Parts are not included in the contract. 25% discount on parts applies.
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- ✗ Motorised electronic locks are excluded (maglocks and transom locks are included)
- ✗ TVTEL/TELGUARD analogue telephone entry systems will need replacing by January 2027 when analogue phone lines will be discontinued by Openreach
- ✗ Out of hours callouts are chargeable at our standard Out Of Hours Callout Rates
- ✗ Faults caused by damage to cabling
- ✗ If any vehicle or pedestrian gates are linked to the system the contract will cover the door entry/access control only – not any motors, rams, hydraulics or automation equipment

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Preventative Maintenance Contract

NACD has been established for over 30 years, specialising in the manufacture, project design, installation, sales, commissioning, servicing and repairing of visitor door entry (VDE), access control (ACC) and CCTV surveillance equipment.

Why service your equipment?

Regular maintenance is important to ensure that your visitor door entry equipment remains fully operational and fulfils its life expectancy.

Sign up to a service agreement today and:

- ✓ Validate your building insurance
- ✓ Reduce the risk of failure
- ✓ Increase equipment life expectancy
- ✓ Receive peace of mind

What's included within your Service Agreement?

A service agreement provides the following benefits:

- ✓ Reduced parts cost (10% discount on all parts)
- ✓ Reduced rates for emergency call outs
- ✓ Priority call outs
- ✓ Out of hours service 24/7
- ✓ Flexible payment options (Direct Debit)

Why choose NACD?

We maintain VDE, ACC and CCTV equipment of all makes throughout the UK to thousands of satisfied customers, delivering:

- ✓ A comprehensive range of parts available from stock
- ✓ Fully trained service engineers
- ✓ Nationwide coverage
- ✓ ISO9001 accredited, Safe Contractor and NICEIC Approved
- ✓ Free technical advice

Exclusions to Preventative Maintenance Contract

✗ If any vehicle or pedestrian gates are linked to the system the contract will cover the door entry/access control only – not any motors, rams, hydraulics or automation equipment

24/7

Emergency call outs

We offer support 24 hours a day, 7 days a week.
With our fleet of service vehicles, we can respond to emergencies quickly.

Preventative Maintenance Contract

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- ✓ Free technical advice

NACD Maintenance Department
01442 211848

Call-out tariffs

CALL-OUT TARIFFS WEEKDAY 0830–1730 HRS

GOLD FULLY COMPREHENSIVE	Area band A = FREE OF CHARGE Area band B = FREE OF CHARGE Labour = FREE OF CHARGE. Equipment, parts & materials = FREE OF CHARGE *
SILVER SERVICE LEVEL	Area band A = FREE OF CHARGE Area band B = FREE OF CHARGE Labour = FREE OF CHARGE Equipment, parts & materials = 25% discount off trade prices.
STANDARD PAYG TARIFF	Area band A = £169.50 + VAT includes 1st hour on site. Area band B = £375.00 + VAT includes 1st hour on site. Thereafter £46.00 + VAT for each half hour (or part half hour).

PROGRAMMING TARIFFS

GOLD FULLY COMPREHENSIVE	FREE OF CHARGE**
SILVER SERVICE LEVEL	FREE OF CHARGE**
STANDARD PAYG TARIFF	£ 24 + VAT charged per individual change**.

EMERGENCY PIN ACCESS OUT OF HOURS CALL-OUT TARIFF MONDAY–FRIDAY BETWEEN 1731–0829 HOURS, WEEKENDS & BANK HOLIDAYS

£253.00 + VAT*** includes 1st hour on site for OUT-OF-HOURS callout.
Thereafter £66.00 + VAT*** for each half hour (or part half hour).

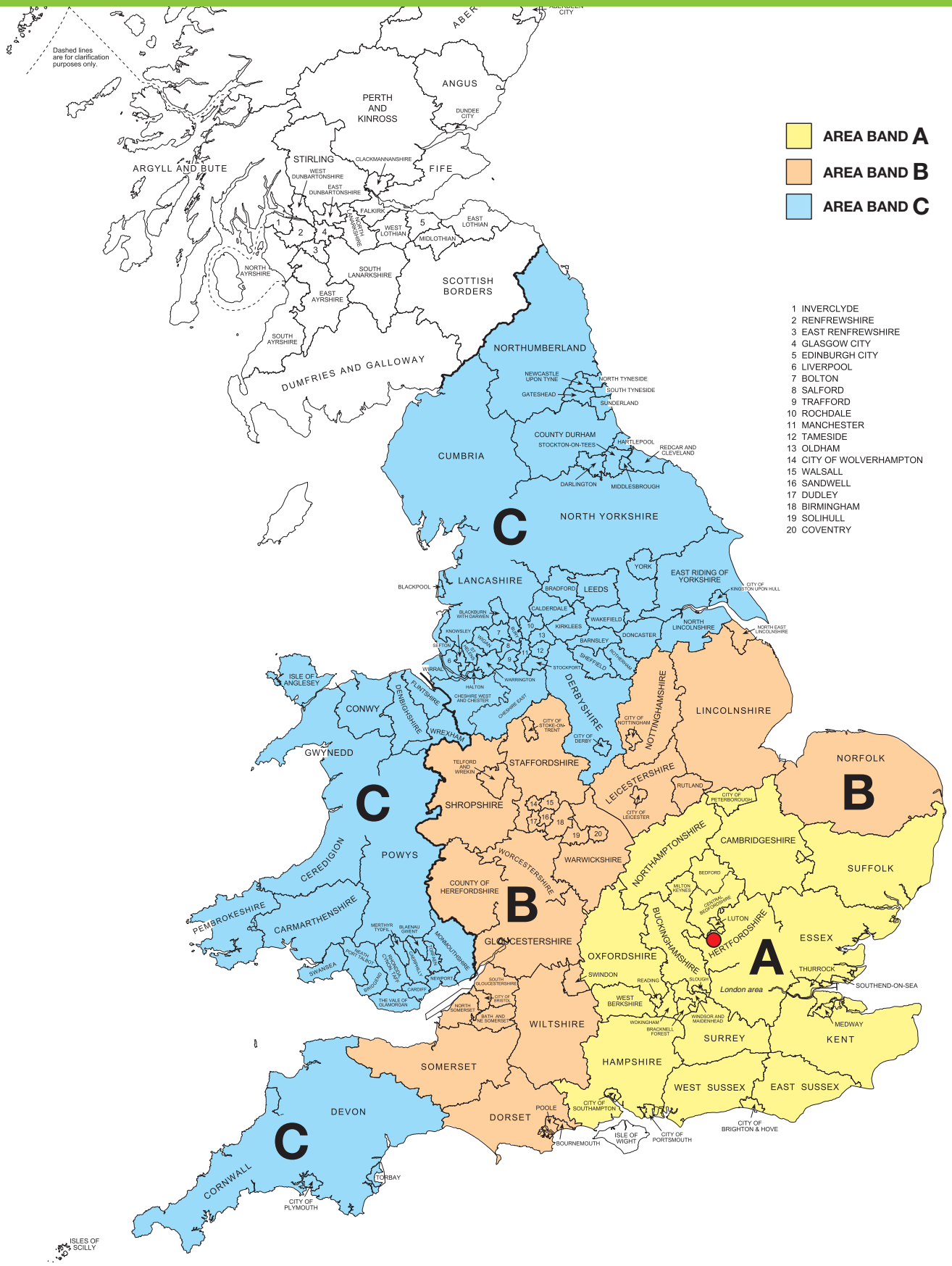
GOLD FULLY COMPREHENSIVE	PIN access included.
SILVER SERVICE LEVEL	PIN access included.
STANDARD PAYG TARIFF	PIN access NOT included.

* If the repair is due to vandalism, system abuse and/or act of god etc, a 25% discount will be applied from the standard rates.

** FREE for systems with remote access via CLOUD. Any programming on a system that requires an engineer to visit site is chargeable.

*** Add 75% for a team of two engineers for OUT-OF-HOURS callout. Discount does not apply.

Regional service charges



Service charges SC/ED/0118

MAINTENANCE CONTRACT CLIENTS

FREE OF CHARGE OR REDUCED CHARGE AS PER CONTRACT TYPE.

Charges will apply for emergency call-outs (please contact us) and call-outs due to damage by vandalism, flood, fire, lightning, non-system related cause and user abuse, for example, damaged door or breakglass activation.

NON-CONTRACT CLIENTS

Call-out charges, weekdays 08:30–17:30 hrs (excluding bank holidays).

Area band A = £169.50 + VAT includes 1st hour on site.*
Area band B = £375 + VAT includes 1st hour on site.*
Area band C = POA.*

Thereafter £46 + VAT for each half hour (or part half hour).*
For other areas, please contact us for prices.

** Add 75% for a two person engineer team.*

Equipment, materials

Parts or materials required charged at the current published trade prices.

IPGUARD® or TVTEL® remote programming changes

Please contact your management company or housing association.

DECLARATION

I accept the charges as detailed above on document SC/ED/0118.

Services required

Site address

Site contact

Tel/Mob

Ordered by

Order No.

Company name

Date / /

Signature

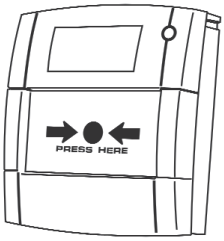
Invoice address, tel, fax

PLEASE EMAIL BACK COMPLETED FORM TO customerservice@nacd.co.uk

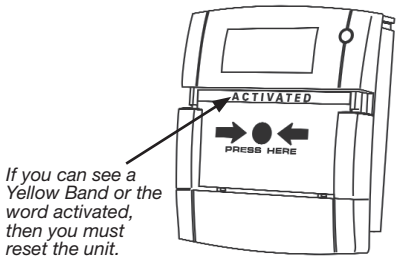
Reset instructions for emergency breakglass unit ref. EMEX-FL

HEALTH & SAFETY! THIS IS NOT A SYSTEM FAULT AND IS ALWAYS A CHARGEABLE CALL-OUT

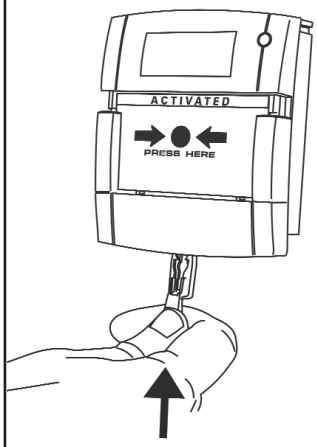
1 This is how the green breakglass should look.



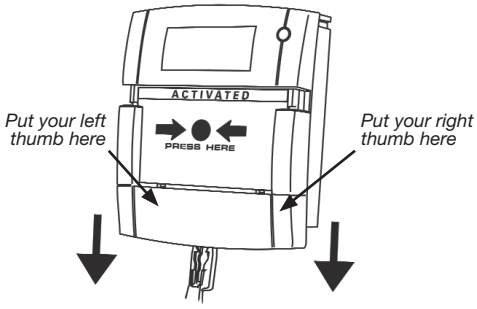
2 This is what it looks like if it has been activated.



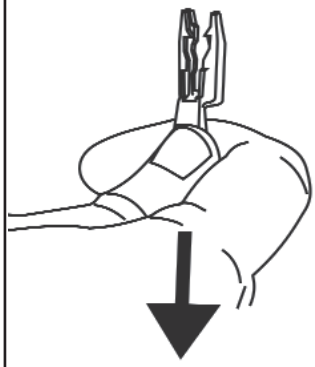
3 To reset, insert the black plastic reset key.



4 Leaving the black plastic reset key inserted, use your thumbs to pull down gently about 10mm.

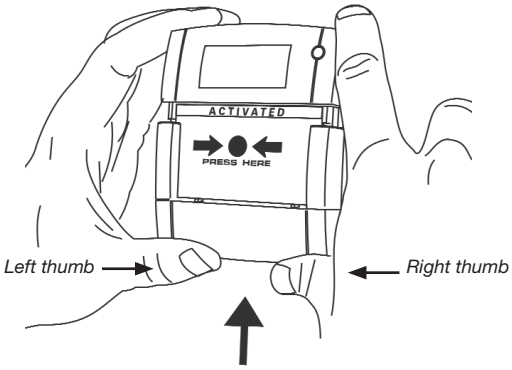


5 Now gently remove the black plastic reset key.



6 Hold the breakglass as shown and, using medium force, push up with both thumbs simultaneously. You will see the yellow activated band disappear and will hear a click.

If the unit now looks like picture no 1, you have correctly reset the breakglass unit. Now check that the door has relocked.



"The door is not locking, it stays open!"

This is probably because the green emergency breakglass unit has been activated.

This is a device installed for your safety.

When it is activated it always breaks the power to the electric locking so that the 12VDC **fail safe** locking **FAILS** and you can get out of the building safely.

If you can see a **thin yellow band** at the top of the white resettable plate in the middle of the breakglass unit — then you know somebody has activated the unit.

Now you know that the door is NOT LOCKING because the emergency exit safety device has been activated !

You need to reset the green breakglass using the special black plastic key — as shown in the pictures.

I confirm that I accept full call-out charges (even for door entry and access control systems under maintenance contract cover) if the reason that the door is not locking is related, in any way whatsoever, to the green breakglass unit.

For example, the green breakglass unit has been activated and not reset properly or, has been damaged in any way or, cannot be reset because the black plastic reset key has been lost.

Print Name

Position

Site name

Site postcode

Signature

Date

If you would like to purchase a black plastic reset key, please send your order through to: *tradesales@nacd.co.uk*

Cost £20.00 + VAT = £24.00
Includes postage & packaging

Terms and conditions

NACD Ltd Standard Terms and Conditions for the Supply of Goods and Services.

The Customer's attention is drawn in particular to the provisions of clause 15.

1. Interpretation

1.1 Definitions:

In these Terms and Conditions the following expressions shall have the following meanings:

"**Business Day**": a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"**Customer**": the person or firm who purchases the Goods and/or Services from NACD Ltd.

"**Conditions**": the terms and conditions set out in this document as amended from time to time in accordance with clause 22.3.

"**Contract**": the contract between NACD Ltd and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions and any Service Agreement between NACD Ltd and the Customer.

"**Deliverables**": the deliverables set out in the Order produced by NACD Ltd for the Customer.

"**NACD**": NACD Ltd (registered in England and Wales with company number 3212230 and having its registered office at 52 High Street, Pinner, Middlesex HA5 5PW.

"**NACD Materials**": has the meaning given in clause 11.1.8.

"**Equipment Schedule**": the Equipment Schedule that forms part of the Service Agreement.

"**Force Majeure Event**": an event or circumstance beyond a party's reasonable control.

"**Goods**": the goods (or any part of them) set out in the Order.

"**Intellectual Property Rights**:" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**": the Customer's order for the Goods and/or Services as set out in either the Customer's purchase order form, the telephone order placed by the Customer, the Customer's written acceptance of NACD's quotation, the Service Agreement or such other form of order, as the case may be.

"**Service Agreement**": the NACD Service Agreement issued by NACD to the Customer pursuant to which the Customer can enter into a fixed term agreement for NACD to provide ongoing Services to the Customer.

"**Service Call Report**": means the report completed by NACD staff while on site providing the Services.

"**Services**"; the services including but not limited to installations, refurbishments, planned servicing and emergency call-outs, commissioning, including the Deliverables, supplied by NACD to the Customer further details of which are set out in the Service Specification.

"**Service Specification**"; the description or specification of the Services provided by NACD to the Customer which is set out in the Service Agreement including, but not limited, to the Schedule of Works which forms part of the Service Agreement and/or any other literature of NACD which sets out details of the Services.

"**Special Orders and And "Bespoke Items**": include items (a) not listed in NACD's catalogue or other NACD literature; or (b) products or goods where a tailored solution is required due to the non-standard functionality of the system or (c) products manufactured specifically to Customer requirements.

"**Tariff Schedule**"; means NACD's price list including its hourly rates as displayed at www.nacd.co.uk which price list may be updated by NACD from time to time.

1.2 Interpretation:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 a reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1 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 trade, custom, practice or course of dealing.

2.2 An Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of any Order and any applicable specification or custom requirements that the Customer has given to NACD are complete and accurate.

2.3 An Order shall only be deemed to be accepted when NACD issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 Where a Service Agreement is issued to a Customer by NACD it constitutes a quotation only and shall not constitute an offer. The return by the Customer of a signed Service Agreement shall constitute an offer to NACD by the Customer to purchase the Services on the terms contained in the Service Agreement and these Conditions. The offer shall only be deemed accepted when NACD issues written confirmation to the Customer or commences to provide the Services, whichever is the earlier.

2.5 All of the provisions of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 Any samples, drawings or advertising produced by NACD and any descriptions or illustrations contained in NACD's literature including but not limited to catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.8 All weights, measurements, dimensions, drawings, capacities, specifications and other particulars contained in NACD's literature or other information or technical assistance given by NACD is given in good faith and by way of general guidance only. No information supplied by NACD constitutes a warranty or guarantee or recommendation as to the suitability of the Goods and/or Services for any purpose whatsoever.

2.9 A quotation for the Goods and/or Services given by NACD shall not constitute an offer. A quotation shall only be valid for the period stated in that quotation or if no period is stated then for a period of 20 Business Days from its date of issue.

3. Goods

3.1 The Goods are described in NACD's literature including but not limited to the respective product catalogue or brochure as modified by any applicable specification provided by the Customer or any custom requirements of the Customer.

3.2 NACD reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or for the purposes of product development.

3.3 It is the responsibility of the Customer to ensure that any specification or details provided by the Customer for Special Orders or Bespoke Products is correct and to ensure any such Special Orders or Bespoke Products will be suitable for the Customer's purposes.

3.4 The Customer acknowledges in purchasing the Goods that the Customer is relying on its own skill and judgement and has not relied for this purpose on the skill or judgment or any representations of NACD. The Customer acknowledges that the Goods are fit for the purpose for which they are intended to be used in reliance on the Customer's own skill and judgment and the Customer will indemnify NACD 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 professional costs and expenses) suffered or incurred by NACD in connection with any claim made against NACD that the goods are not fit for purpose by any Customer or sub-customer of the Customer.

4. Special orders, bespoke products and customer specifications

4.1 If Goods are supplied in accordance with the Customer's specifications the Customer shall be solely responsible for the accuracy and suitability of such specifications. If NACD is making the Goods to specifications that the Customer has supplied the Customer shall be responsible for ensuring that any such specifications are correct and suitable for the Customer's purpose.

4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify NACD 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 professional costs and expenses) suffered or incurred by NACD in connection with any claim made against NACD for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with NACD's use

of any specification or product requirements or details provided by the Customer. This Clause 4.2 shall survive termination of the Contract.

5. Compliance with regulatory or other approvals for the use or installation of the goods and the provision of the services

The Customer acknowledges that the use or installation of the Goods and the provision of the Services may require consent from a local authority or other regulatory body or a licence, permit or consent and it is the Customer's sole responsibility to establish whether such consent, approval, licence, permission or certification is required and to obtain the same.

6. Delivery of goods

6.1 NACD shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

6.2 NACD shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Address**") at any time after NACD notifies the Customer that the Goods are ready.

6.3 If the Customer wishes to collect the Goods then collection can be arranged by contacting NACD prior to despatch of the Goods and making arrangements for their collection by the Customer.

6.4 Delivery is completed on the arrival of the Goods at the Delivery Address or at the time of collection by the Customer where the Customer collects the Goods. The Customer is responsible for the unloading of the Goods at the Delivery Address.

6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

6.6 If NACD fails to deliver the Goods, its liability shall be limited to refunding the purchase price to the Customer to the extent the Customer has paid the purchase price to NACD PROVIDED that NACD shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event affecting the Customer or the Customer's failure to provide NACD with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.7 If the Customer fails to take delivery of the Goods within three Business Days of NACD notifying the Customer that the Goods are ready, then:

6.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which NACD notified the Customer that the Goods were ready; and

6.7.2 NACD shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

6.8 If ten Business Days after the day on which NACD notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, NACD may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.9 NACD may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.10 The Customer shall inspect the Goods as soon as possible after delivery and shall inform NACD within 24 hours of delivery of the Goods of any missing parts, defective components or faulty products.

7. Guarantee relating to goods

7.1 NACD warrants that on delivery, and for a period of 12 months from the date of invoice ("**guarantee period**"), the Goods shall:

7.1.1 conform in all material respects with their description and any applicable specification provided by the Customer which has been agreed by NACD; and

7.1.2 be free from material defects in design, material and workmanship.

7.2 Subject to clause 7.3, if:

7.2.1 the Customer gives notice in writing to NACD during the guarantee period and within a reasonable time of discovery that some or all of the Goods do not comply with the guarantee set out in clause 7.1; and

7.2.2 NACD is given a reasonable opportunity of examining such Goods; and

7.2.3 the Customer (if asked to do so by NACD) returns such Goods to NACD's place of business at the Customer's cost,

NACD shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 NACD shall not be liable to the Customer whether pursuant to the guarantee or otherwise for the Goods' failure to comply with the warranty set out in clause 7.1 or for any other liability relating to the Goods in any of the following events:

7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;

7.3.2 the defect arises because the Customer failed to follow NACD's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

7.3.3 the defect arises or is caused in whole or in part because of the Customer's failure to service or inspect the Goods in accordance with NACD's guidelines for servicing and inspection or (if there are none) the Customer's failure to follow good trade practice.

7.3.4 the defect arises as a result of the Customer failing to make repairs when identified and/or when advised by NACD;

7.3.5 the defect arises or is exacerbated due to the Customer altering or repairing such Goods without the written consent of NACD;

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

7.3.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

7.3.8 the Goods which have been selected and ordered by the Customer are not the correct Goods to achieve the purpose(s) for which the Customer ordered them.

7.4 Except as provided in this clause 7 NACD shall have no liability to the Customer in respect of the Goods' failure to comply with the guarantee set out in clause 7.1.

7.5 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.

7.6 These Conditions shall apply to any repaired or replacement Goods supplied by NACD as well as to all new Goods.

8. Title and risk

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until NACD receives payment in full (in cash or cleared funds) for the Goods and any other goods that NACD has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums. Until such time as property in the Goods passes to the Customer the Customer shall hold the Goods as NACD's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as NACD's property.

8.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1, then, without limiting any other right or remedy NACD may have NACD may at any time:

8.3.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

8.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. Supply of services

9.1 NACD shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

9.2 NACD shall use its reasonable endeavours to meet any performance dates for the Services specified in the Service Agreement or an Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

9.3 Where the Customer wishes to cancel any Services the Customer must give NACD not less than three (3) Business Days notice of cancellation prior to any scheduled service visit. Failure to give not less than three (3) Business Days notice of cancellation shall result in the full cost of the Services being due from the Customer to NACD

9.4 NACD reserves the right to amend the Service Specification if necessary to comply with any applicable law or statutory requirement, or if the amendment will not materially affect the nature or quality of the Services, and NACD shall notify the Customer in any such event.

9.5 NACD warrants to the Customer that the Services will be provided using reasonable care and skill.

9.6 NACD shall provide the Customer with a Service Call Report in respect of the Services undertaken for the Customer.

10. Service agreements

10.1 Any Service Agreement that is entered into between NACD and the Customer will commence on the date

set out in that Service Agreement and will, subject to clause 14 and clause 18 of these Terms and Conditions, continue for the duration set out in the Service Agreement (**Initial Term**) and thereafter will continue automatically for further periods equal to the Initial Term (**Additional Term**) unless terminated:

10.1.1 by either party giving to the other not less than three months' prior written notice to terminate the Contract at the end of the Initial Term, or, as the case may be, the relevant Additional Term; or

10.1.2 by the Customer at any time giving written notice to NACD and paying to NACD the Service Charge calculated to the end of the Initial Term or the Additional Term as the case may be together with any sums outstanding at the date of termination.

10.2 It is the responsibility of the Customer to contact NACD in order to book service visits at the intervals set out in the Service Agreement.

10.3 The servicing undertaken pursuant to the Service Agreement is limited to the routine servicing of the equipment set out in the Equipment Schedule in accordance with the Schedule of Works which shall be undertaken at the site address and at the intervals specified in the Service Agreement and such servicing does not include matters which are not routine servicing including but not limited to defects caused by incorrect fitting or erection, usage of third party equipment, abnormal conditions of working, accident, misuse, neglect or interference or attempted repairs or servicing by a third party. Works which are not routine servicing will not be undertaken by NACD pursuant to the Service Agreement and the cost of such works will charged for on a time and materials basis as set out in clause 12.2.

11. Customer's obligations

11.1 The Customer shall:

11.1.1 ensure the terms of the Service Agreement and/or Order and any information it provides are complete and accurate;

11.1.2 co-operate with NACD in all matters relating to the Services;

11.1.3 provide NACD, its employees, agents, consultants and subcontractors, with access to the Customer's premises or the site at which the Services are to be undertaken, office accommodation and other facilities as reasonably required by NACD to supply the Services and keep all contact details given to NACD up to date in order to facilitate the provision of the Services;

11.1.4 provide NACD with such information and materials as NACD may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

11.1.5 if required by the Customer, prepare the Customer's premises or the site at which the Services are to be supplied for the supply of the Services in accordance with any instructions given by NACD;

11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

11.1.7 comply with all applicable laws, including health and safety laws;

11.1.8 keep all materials, equipment, documents and other property of NACD (NACD Materials) at the Customer's premises in safe custody at its own risk, maintain the NACD Materials in good condition until returned to NACD, and not dispose or use the NACD Materials other than in accordance with NACD's written instructions or authorisation;

11.1.9 comply with all additional obligations set out in the Service Specification; and

11.1.10 Carry out in a timely manner any remedial work recommended by NACD.

11.1.11 If NACD's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) then:

11.1.12 without limiting or affecting any other right or remedy available to it, NACD shall have the right to suspend the provision of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays NACD's performance of any of its obligations;

11.1.13 NACD shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from NACD's failure or delay to perform any of its obligations set out in this clause 10.2;

11.1.14 NACD may charge the Customer for any re-arranged site visit or emergency call out following a Customer Default; and

11.1.15 The Customer shall reimburse NACD on written demand for any costs or losses sustained or incurred by NACD arising directly or indirectly from the Customer Default.

12. Price and payment

12.1 The price of the Goods:

12.1.1 Shall be the price set out in the Order, or, if no price is quoted, the price as set out in NACD's published price list and any quotation then in force as at the date of delivery.

12.1.2 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to NACD at the prevailing rate, subject to the receipt of a valid VAT invoice;

12.1.3 shall be due in accordance with the terms of these Conditions in respect of all Goods ordered by the Customer regardless of whether they are delivered to the Customer or whether they are stored by NACD until such time as the Customer requests that they are delivered; and

12.1.4 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer and shall be payable by the Customer in addition to the price.

12.2 The charges for the Services shall be the subscription price set out in the Service Agreement of which these Conditions form part or where no Service Agreement has been entered or the subscription price does not cover the Services to be provided the charges shall calculated on a time and materials basis on the basis of the hourly rates as set out in NACD's Tariff Schedule and as such charges may be amended from time to time provided:

12.3 The annual Service Charge set out in the Service Agreement shall be paid in advance on either a monthly or annual basis as specified in the Service Agreement and shall be paid for the duration of the Service Agreement.

12.4 NACD reserves the right to increase the charges for the Services on an annual basis with effect from the anniversary of these Conditions in line with the percentage increase in the Retail Prices Index in the preceding 12 month period and any such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

12.5 NACD may invoice the Customer for the Goods on or at any time after NACD accepts the Customer's order. In respect of the Services, NACD shall invoice Customers who have entered into a fixed term contract on an ongoing basis and in accordance with the terms of any Service Agreement and for those Customers who are not on a fixed term contract NACD may invoice the Customer prior to or on conclusion of the Services at the sole discretion of NACD.

12.6 Where NACD has agreed to extend credit terms to the Customer the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Where credit terms have not been extended to the Customer then in the case of Goods payment shall be made by cleared funds on receipt by the Customer of an invoice. Payment shall be made to the bank account nominated in writing by NACD. Time for payment is of the essence. NACD reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.

12.7 If the Customer fails to make any payment due to NACD under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

12.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). NACD may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by NACD to the Customer.

12.9 If payment of the price is not made by the due date for payment then NACD shall be entitled to:

12.9.1 require payment in advance of delivery in respect of any Goods and/or Services not already delivered or provided;

12.9.2 refuse to make delivery or provide any undelivered Goods and/Services whether ordered under the Contract or not and without incurring any liability whatsoever to the Customer for non-delivery or non-provision or any delay in delivery or provision;

12.9.3 appropriate any payment made by the Customer to such of the Goods and/or Services (or goods and/or services supplied under any other contract) as NACD may think fit;

12.9.4 terminate the Contract by giving notice in writing.

13. Returns

13.1 This clause 13 applies to Goods which the Customer wants to return and which are not defective or faulty or where the Customer wants to cancel an Order for Goods prior to receiving the Goods save that where the Customer is a consumer that in addition to the rights set out in this clause 13 the Customer shall have the rights set out in clause 18 in respect of the cancellation of orders placed by the Customer.

13.2 No returns or order cancellations are accepted by NACD save with its prior consent and all returns and order cancellations must be made strictly in accordance with NACD's returns policy which is available on request from NACD or at www.NACD.com.

13.3 Returns are only accepted on Goods in perfect unopened condition and which are returned to NACD within seven (7) days of the goods being delivered to the Customer. Where the Customer wishes to return Goods outside the period of seven (7) days following their delivery to the Customer the Customer must obtain consent in writing from NACD to any such return which consent may be granted or declined in NACD's sole discretion.

13.4 Any delivery or carriage costs on returns are the cost of the Customer.

13.5 Any refund on a returns or a cancelled Order is subject to a deduction for a 30% restocking charge regardless of whether or not the Goods have been despatched.

13.6 No Special Orders or Bespoke Items will be accepted for return.

14. Termination

14.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

14.1.1 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 seven (7) days of that party being notified in writing to do so;

14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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

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

14.2 Without limiting its other rights or remedies, NACD may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and NACD if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or NACD reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, NACD may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

14.4 On termination of the Contract for any reason the Customer shall immediately pay to NACD all of NACD's outstanding unpaid invoices and interest and in respect of Goods and Services supplied but for which no invoice has been submitted, NACD shall submit an invoice, which shall become payable by the Customer immediately on receipt.

14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. Limitation of liability

15.1 Nothing in these Conditions shall limit or exclude NACD's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 and sections 3 and 5 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

15.1.4 defective products under the Consumer Protection Act 1987; or

15.1.5 any matter in respect of which it would be unlawful for NACD to exclude or restrict liability.

15.2 Subject to clause 15.1:

15.2.1 NACD shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.2.2 NACD's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of (1) the amount paid by the Customer to NACD pursuant to this Contract and (2) any amount recoverable under NACD's insurance policies which provide cover for such liability in place from time to time (less any excess payable by NACD under such policies).

16. Intellectual property rights

16.1 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 Customer) shall be owned by NACD.

16.2 To the extent necessary for the use of the Services, NACD grants to the Customer a fully paid-up, non-exclusive, royalty-free licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

16.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 16.2.

16.4 The Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to NACD for the purpose of providing the Services to the Customer.

17. Dealing as a consumer

17.1 Any terms in this Contract which seek:

17.1.1 to exclude or limit the liability of NACD for breach of the terms included in a contract by the Consumer Rights Act 2015; or

17.1.2 to restrict or exclude the right of a consumer to enforce any remedy provided by the Consumer Rights Act 2015; or

17.1.3 seek to exclude or limit any liability which cannot be so excluded or limited where the Customer is a consumer; or

17.1.4 to restrict or exclude the right to cancel any provisions relating to the right to cancel or to enforce any of the provisions relating to the right to cancel in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply where the Customer is a consumer.

17.2 Any provision in this Contract where delivery is stated to be made by delivery to a courier shall not apply to a Customer who is a consumer.

18. Consumers right to cancel where they change their mind

18.1 This clause 18 does not apply to business customers.

18.2 Subject to clause 18.3 below, where you are a consumer and you have purchased the Goods and/or Services over the telephone, by mail order or by exchange of emails you have a legal right to change your mind within 14 days ("Cancellation Period") and receive a refund although this refund may be subject to deductions and you will have to pay the costs of return of any Goods.

18.3 The date on which the Cancellation Period commences depends on whether you have purchased Goods or Services and is calculated as follows:

18.3.1 where you have purchased Services the period of 14 days commences on the day NACD confirms that your Order is accepted;

18.3.2 where you have purchased Goods the 14 day period commences the day after you or someone you nominate receives the Goods; and

18.3.3 if your Goods are spilt into several deliveries over different days the 14 day period commences on the day after the day you (or someone you nominate) receives the last delivery.

18.3.4 Your right to change your mind does not

apply where the Goods are Special Orders or Bespoke Items

18.3.5 Your right to change your mind does not apply where we have provided Services to you within the Cancellation Period and you have signed a written waiver of your rights in respect of the Cancellation Period.

18.3.6 Where Services have already been provided to you we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time you advised us that you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

18.3.7 In order to change your mind within the 14 day period you will need to complete the cancellation form available on our website at www.nacd.co.uk and return it to NACD by post to NACD, Unit 8 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or by email to info@nacd.co.uk or by hand. If you are unable to download the form from our website please contact us for assistance at info@nacd.co.uk.

18.3.8 Where you have exercised your right to change your mind and you have purchased Goods from us you must return the Goods to NACD at your cost within 14 days of notifying NACD you wish to end the contract.

18.3.9 The rights of business customers and the additional rights of consumers to terminate or cancel this Contract are contained in clause 14.

19. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Contract by giving five (5) Business Days written notice to the affected party.

20. Confidentiality

20.1 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 each as permitted by this clause 20.

20.2 For the purposes of this clause 20 confidential information shall include the contents of any quotation or pricing given to the Customer by NACD.

20.3 Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractor or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractor or advisers to who it discloses the other party's confidential information comply with this clause 20;

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Contract.

21. How NACD may use your personal information

21.1 NACD will use the personal information you provide to us:

21.1.1 to supply the Goods and Services to you;

21.1.2 to process your payment for the Goods and Services; and

21.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

21.2 Where we extend credit to you we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

21.3 NACD will only give your personal information to third parties where the law either requires or allows us to do so.

22. General

22.1 Assignment and other dealings

22.1.1 NACD may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

22.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of NACD.

22.2 Entire agreement

22.2.1 This 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.

22.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22.3 Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Customer acknowledges that this Contract will only apply to subsequent purchases made by the Customer where this Contract still forms NACD's then current terms and conditions of purchase. Where the Customer has made a subsequent purchase from NACD and has not been provided with NACD's then current terms and conditions the Customer agrees that it is the Customer's responsibility to download the then current terms and conditions from www.nacd.co.uk to ensure the Customer has the current terms and conditions which shall apply to any such subsequent purchase.

22.4 Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22.5 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.

22.6 Notices

22.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or to address given on the Order in the case of a consumer or in the case of NACD to Unit 8, The Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

22.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.6.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

22.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22.7 Third party rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

22.8 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.

22.9 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 this Contract or its subject matter or formation.

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