

## HEALTH CLUBS AT HOME TRADING AS GYMKITUK – TERMS AND CONDITIONS

Parties to this agreement have acquainted themselves with the Terms and Conditions of sale and have found them to be adequate.

These Terms and Conditions shall apply to the provision of products and services by Health Clubs at Home- Trading as Solutions by GymkitUK- UNIT 1, 130 STATION ROAD, WHITTLESEY, PETERBOROUGH PE7 2EY COMPANY NUMBER: 4832774 CCL NUMBER: 598083 ('Health Clubs At Home')

### 1. Definitions and Interpretation

1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “Agreement”**  
Means the contract into which the Parties will enter on the Clients acceptance of the Quotation and of this Agreement which shall incorporate, and be subject to, this Agreement;
- “Confirmed Times”**  
Means the times which the Parties shall agree upon during which Health Clubs at Home trading as GymkitUK shall have access to the Property to render the Services;
- “Confirmed Date”**  
Means the date on which the provision of the Services will begin as agreed by the Parties;
- “Confidential Information”**  
Means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- “Business Day”**  
Means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of regular business in London;
- “Client”**  
Means the customer who purchases the Products and/or Services from Health Clubs at Home trading as GymkitUK
- “Delivery Date”**  
Means the date on which the Products are to be delivered as noted in the Order Confirmation;
- “Final Fee”**  
Means the total of all sums payable which shall be shown on the invoice issued
- “Order”**  
Means the Customer’s initial request to acquire the Services from Health Clubs at Home trading as GymkitUK
- “Work”**  
Means the complete rendering of the Services;
- “Order Confirmation”**  
The order approval issued to the Customer by Health Clubs at Home trading as GymkitUK on receipt of the Quotation acceptance from the Customer;
- “Premises”**  
Means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;
- “Products”**  
means the products required to render the Services and/or the Products purchased by the Customer which Health Clubs at Home trading as GymkitUK shall manufacture, procure and supply (unless otherwise agreed);
- “Quotation”**  
Means a quotation detailing proposed fees and services supplied to the Customer
- “Quoted Fee”**  
Means the fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken
- “Specification”**  
The specification for the Services produced by Health Clubs at Home Trading as Solutions by GymkitUK
- “Services”**  
Means the installation services provided by Health Clubs at Home trading as GymkitUK
- “Visit”**  
Means any occasion, scheduled or otherwise, on which Health Clubs at Home/GymkitUK shall visit the Property to render the Services; and
- “Site Area”**  
Means the part of the Property within which the Services are to be rendered.
- 2. Precise requirement and Orders**
- 2.1. When placing an Order the Customer shall set out, in detail, the Services and/or the Products required.
- 2.2. Once the Order is complete and submitted Health Clubs at Home trading as GymkitUK shall prepare and submit a Quotation to the Customer by email.
- 2.3. When the Quotation is approved by the Customer Health Clubs at Home trading as GymkitUK shall send an Order Confirmation which shall contain the final Specification and shall set out the required deposit and fees.
- 2.4. The Customer will receive a quotation via email and must accept via email.

- 2.5. The Customer shall satisfy themselves that the Specification (which shall include design, drawings and calculations) upon which Health Clubs at Home trading as GymkitUK Quotation is based is correct and accurately describes the Clients requirements. All drawings etc. prepared in connection with an Order are prepared in good faith and are based upon information, measurements, designs and dimensions available / applicable at the time of preparation. If, during the course of Health Clubs at Home trading as GymkitUK works pursuant, it transpires that any such designs, measurements or dimensions, or similar criteria have changed since the preparation of Health Clubs at Home trading as GymkitUK Quotation the Customer shall be liable to pay to Health Clubs at Home trading as GymkitUK all reasonable costs incurred by Health Clubs at Home trading as GymkitUK as a result of such differences and in particular shall remain liable to pay for all Services and/or Products quoted for.
- 2.6. In cases where Specifications are to be supplied by the Customer such shall be supplied within a reasonable time so as to enable Health Clubs at Home trading as GymkitUK to complete the Job within the time specified.
- 2.7. The Customer warrants that any design or instruction furnished to Health Clubs at Home trading as GymkitUK shall not be such as to cause Health Clubs at Home trading as GymkitUK to infringe any letters patent, registered designs, copyright, design right, trade mark, trade name or any other rights of a third party in the performance of the contract.
- 2.8. The customer shall be offered 3 revisions of Quotations, Renders and any other design work, additional quotations and/or renders requested above this amount will incur reasonable charges.
- 2.9. Any design work or calculations carried out Health Clubs at Home trading as GymkitUK at the Customer's request shall be the subject of a reasonable charge payable by the Customer in the event that a firm Order is not made.
- 2.10. In the event that the Services and/or any Products are ordered by the Customer from Health Clubs at Home trading as GymkitUK are based upon any description either contained within any catalogue, brochure etc. or by verbal or written description given by Health Clubs at Home trading as GymkitUK to the Customer, the Customer shall have the right to require Health Clubs at Home trading as GymkitUK to supply a sample of the Products in question and subject thereto the Customer shall then satisfy himself as to the suitability of the Products for the purpose required and Health Clubs at Home trading as GymkitUK shall not be responsible for any unsuitability of the Services and/or Products ordered. If the Customer shall fail to require the supply of such sample Health Clubs at Home trading as GymkitUK shall incur no responsibility whatsoever to the Customer with regard to unsuitability of the Products in question.
- 2.11. Approximate weights and other similar information of any installation being provided by Health Clubs at Home trading as GymkitUK will be available upon request. Health Clubs at Home trading as GymkitUK accepts no responsibility whatsoever for the structural capacity of the Customer's Property and the Customer shall be deemed to have satisfied himself as to the ability of the Property to accept such installation and all applicable statutory or quasi-statutory or similar regulations or requirements.
3. **Terms of Payments, Deposits and Fees**
- 3.1. At the time of accepting the Order Confirmation the Customer shall be required to pay a Deposit to Health Clubs at Home trading as GymkitUK. The Deposit shall be 100% unless otherwise stated in writing. Orders shall not be deemed confirmed until the Deposit is paid in full, and have cleared in Health Clubs at Home bank account.
- 3.2. The Deposit shall be non-refundable unless otherwise agreed by Health Clubs at Home trading as GymkitUK.
- 3.3. VAT at the current rate will be charged. All accounts are to be settled within 14 days of invoice date, unless agreed in writing.
- 3.4. The Order Confirmation and final Quotation will set out the details of payment, 100% upon order.
- 3.5. Any agreed discount or special terms will be withdrawn if payment is not received by Health Clubs at Home trading as GymkitUK on due dates.
- 3.6. The Quoted Fee shall include the price payable for the Services and/or Products and for the estimated Products required to render the Services (where applicable).
- 3.7. Health Clubs at Home trading as GymkitUK shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Quotation and the Agreement; however, if additional Products and/or Services are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 3.8. In the event that the prices of Products and/or Services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, Health Clubs at Home trading as GymkitUK shall inform the Customer of such increase and of any difference in the Final Fee.
- 3.9. Health Clubs at Home trading as GymkitUK shall invoice the Customer for the Services as detailed in the order confirmation.
- 3.10. All invoices must be paid within the period set out in the Order Confirmation.
- 3.11. If payment of any of Health Clubs at Home trading as GymkitUK invoices is overdue Health Clubs at Home trading as GymkitUK may suspend the performance of this Agreement to which the invoice relates and/or of any other job then subsisting between Health Clubs at Home trading as GymkitUK and the Customer.
- 3.12. If the Customer shall be unable or refuses to accept delivery of the Products on due date (other than in circumstances giving the Customer the right to refuse acceptance on the basis that the Products do not conform to the Specification) the full amount of the invoice remains due for payment in accordance with the terms of this Agreement.
- 3.13. Once an order has been placed due to the nature of the bespoke items the order will not be able to be altered or cancelled. Items can be added to the order but this may incur longer lead times than stated on placement of original order. Health Clubs at Home trading as GymkitUK shall not be held liable for any such mistakes or errors arising from the customer (including errors in typography or order quantities) , nor will we be liable to any losses incurred by the customer for such delays whoever caused.
4. **Delivery**
- 4.1. Delivery time is given as accurately as possible, but not guaranteed, and subject to extension to cover delays by strikes, lockouts, holidays, peak shipping seasons, work breakdowns, delays in transport, shortage of raw material, Government regulations/requirements for any cause whatsoever (whether or not similar to mentioned above) beyond our control.
- 4.2. Products will be delivered to products inwards, reception area or other accessible ground floor areas and off loading facilities must be provided by the Customer. Failure to give accurate access details and building works not finished may result in additional installation charges and delays. The delivery will be to the nearest accessible point on the ground floor. Due to the size of the vehicles used Health Clubs at Home trading as GymkitUK must be informed of any restrictions regarding access for the delivering vehicles. This includes steps, steep driveways, narrow lanes, overhanging or low trees, tight bends or any other restrictions that will make it difficult for the vehicle to gain access to the property in writing no less than 7 days prior to the installation date.

- 4.3. It is the customer's responsibility to check the condition of the lockers upon delivery. The customer will have 20 minutes to check for damage caused in transit. Any damage must be reported immediately and marked on the delivery note. Please contact Health Clubs at Home trading as GymkitUK to report damage before the delivery driver leaves on 01733 205551.
- 4.4. If the Customer fails to take delivery of the Products or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Products to be delivered on that date, Health Clubs at Home trading as GymkitUK shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Products and then notwithstanding the provisions of clause 7 risk in the Products shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Health Clubs at Home trading as GymkitUK all costs and expenses including storage and insurance charges arising from such failure.
- 4.5. Health Clubs at Home trading as GymkitUK shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow Health Clubs at Home trading as GymkitUK instructions (whether given orally or in writing), misuse or alteration of the Products without Health Clubs at Home trading as GymkitUK prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 4.6. Neither the insurance company, Transport Company, nor Health Clubs at Home trading as GymkitUK can entertain any claim or liability if damage is not reported and recorded on the delivery sheet.
5. **Services**
- 5.1. The Services shall be rendered in accordance with the Specification set out in the Order Confirmation (as may be amended by mutual agreement from time to time).
- 5.2. Health Clubs at Home trading as GymkitUK may provide plans, diagrams or similar documents in advance of the project. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 5.3. Health Clubs at Home trading as GymkitUK shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4. On Completion of the Job, the Customer will be asked to sign a certificate of completion and allow Health Clubs at Home trading as GymkitUK to take photographs of the completed works. If the Customer is not satisfied with the Services which have been carried out the Customer will be required to note this on the certificate of completion. Health Clubs at Home trading as GymkitUK shall correct any defects that have been caused by Health Clubs at Home trading as GymkitUK at no additional cost to the Customer. Health Clubs at Home trading as GymkitUK accepts no liability for damage or loss incurred during or as a result of the Services that are not noted on the certificate of completion.
6. **Client Obligations**
- 6.1. All building works must be complete before installation can be carried out by Health Clubs at Home trading as GymkitUK to enable work to commence in accordance with dates agreed. This includes flooring, electrical works, plumbing, air conditioning, or any other building works that could prevent Health Clubs at Home trading as GymkitUK from carrying out the agreed installation of lockers, washrooms etc. Failing to provide the seller with full access to site will result in delayed installation or an extended installation period. All prices quoted in connection with any contract involving installation shall be reviewed by the seller if obstructions are present. All costs for delays will be added and charged back to the customer. Health Clubs at Home trading as GymkitUK shall be allowed unrestricted access to the site during normal business hours and such other times as Health Clubs at Home trading as GymkitUK shall have advised the customer.
- 6.2. If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.3. The Customer shall ensure that Health Clubs at Home trading as GymkitUK can access the Property at the Agreed Times to render the Services.
- 6.4. The Customer shall have the option of giving Health Clubs at Home trading as GymkitUK a set of keys to the Property or being present at the Agreed Times to give Health Clubs at Home trading as GymkitUK access. Health Clubs at Home trading as GymkitUK will not be responsible for the security of the building or its contents.
- 6.5. The Customer shall ensure that Health Clubs at Home trading as GymkitUK has access to electrical outlets, lighting and heating and a supply of hot and cold running water.
- 6.6. The Customer must give Health Clubs at Home trading as GymkitUK at least 5 Business Days' notice if Health Clubs at Home trading as GymkitUK will be unable to provide the Services on a particular day or at a particular time. If less than 5 Business Days' notice is given Health Clubs at Home trading as GymkitUK shall invoice the Customer for the working hours lost.
7. **Risk, Damage or Loss**
- 7.1. Risk of damage to or loss of the Products shall pass to the Customer at:
- 7.1.1. In the case of Products to be delivered at Health Clubs at Home trading as GymkitUK premises, the time when Health Clubs at Home trading as GymkitUK notifies the Customer that the Products are available for collection;
- 7.1.2. in the case of Products to be delivered otherwise than at Health Clubs at Home trading as GymkitUK premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when Health Clubs at Home trading as GymkitUK has tendered delivery of the Products; or
- 7.1.3. In the case of Products being installed by Health Clubs at Home trading as GymkitUK, the time that Health Clubs at Home trading as GymkitUK notifies the Customer that the installation is complete.
- 7.2. Notwithstanding delivery and the passing of risk in the Products, or any other provision of this Agreement, legal and beneficial title to the Products shall not pass to the Customer until Health Clubs at Home trading as GymkitUK has received in cash or cleared funds payment in full of the price of the Products.
- 7.3. Sub-Clause 7.2 notwithstanding, legal and beneficial title of the Products shall not pass to the Customer until Health Clubs at Home trading as GymkitUK has received in cash or cleared funds payment in full of the price of the Products and any other Products supplied by Health Clubs at Home trading as GymkitUK and the Customer has repaid all moneys owed to Health Clubs at Home trading as GymkitUK, regardless of how such indebtedness arose.
- 7.4. Until payment has been made to Health Clubs at Home trading as GymkitUK in accordance with these Conditions and title in the Products has passed to the Customer, the Customer shall be in possession of the Products as bailee for Health Clubs at Home trading as GymkitUK and the Customer shall store the Products separately and in an appropriate environment, shall

- ensure that they are identifiable as being supplied by Health Clubs at Home trading as GymkitUK and shall insure the Products against all reasonable risks.
- 7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Health Clubs at Home trading as GymkitUK, but if the Customer does so all money owing by the Customer to Health Clubs at Home trading as GymkitUK shall (without prejudice to any other right or remedy of Health Clubs at Home trading as GymkitUK) forthwith become due and payable.
- 7.6 Health Clubs at Home trading as GymkitUK reserves the right to repossess any Products in which Health Clubs at Home trading as GymkitUK retains title without notice. The Customer irrevocably authorises Health Clubs at Home trading as GymkitUK to enter the Customer's premises during normal business hours for the purpose of repossessing the Products in which Health Clubs at Home trading as GymkitUK retains title and inspecting the Products to ensure compliance with the storage and identification requirements of sub-Clause 7.4. Health Clubs at Home trading as GymkitUK will not be held liable for any costs associated with the removal of products.
- 7.7 The Customer's right to possession of the Products in which Health Clubs at Home trading as GymkitUK maintains legal and beneficial title shall terminate if:
- 7.7.1 The Customer commits or permits any material breach of his obligations under this Agreement;
- 7.7.2 The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 7.7.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 7.7.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder, a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.
- 7.8 Health Clubs at Home trading as GymkitUK reserve the right to withdraw any guarantees/warranty if the material specified is not fit for purpose or if our products have not been maintained in accordance with the care package manual.
8. **Cancellation Policy**
- 8.1 In the event of cancellations the deposit is strictly non-refundable and the Buyer will be obligated to pay a fee of 20% of the final invoice. The cancellation fee will be deducted from any refund of premium you may be due. ALL cancellations will need to be confirmed in writing before any outstanding fees remaining payable to the buyer are refunded.
9. **Warranties, Liability, Indemnity and Insurance**
- 9.1. Our warranty is the standard European Warranty covering manufacturing defects only. Valid 2 Years from the date of delivery, provided that they are used for the purpose for which they were sold. Any claim under warranty must be made within 30 days of the defect first appearing and should be in writing.
- 9.2. All Lockers, Reception, Shower & vanity will require routine daily, weekly and monthly checks. Please refer to the manufacturers guidelines for further information.
- 9.3. Call outs within the warranty period where repairs or servicing are not covered under the terms of the warranty will be charged at the rate £95.00 + VAT per hour and then £45.00 + VAT each additional hour after.
- 9.4. Health Clubs at Home trading as GymkitUK will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this Agreement (or this Agreement), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Health Clubs at Home trading as GymkitUK servants or agents or otherwise) which arise out of or in connection with the supply of the Products and/or Services.
- 9.5. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.6. The Customer shall indemnify Health Clubs at Home trading as GymkitUK against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 9.7. Health Clubs at Home trading as GymkitUK shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of Health Clubs at Home trading as GymkitUK obligations if the delay or failure was due to any cause beyond Health Clubs at Home trading as GymkitUK reasonable control.
- 9.8. Nothing in this Agreement excludes or limits the liability of Health Clubs at Home trading as GymkitUK:
- 9.8.1 For death or personal injury caused by Health Clubs at Home trading as GymkitUK negligence;
- 9.8.2 for any matter which it would be illegal for Health Clubs at Home trading as GymkitUK to exclude or attempt to exclude its liability; or
- 9.8.3 for fraud or fraudulent misrepresentation.
- 9.9. Subject to the remaining provisions of this Clause 8:
- 9.9.1 Health Clubs at Home trading as GymkitUK total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Final Price; and
- 9.9.2 Health Clubs at Home trading as GymkitUK shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.
10. **Data Protection**
- 10.1. Health Clubs at Home trading as GymkitUK will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with Health Clubs at Home trading as GymkitUK rights and obligations arising under the provisions and principles of the Data Protection Act 1998.
11. **Confidentiality**

- 11.1 Except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 5 years after its termination:
- 11.1.1 keep confidential all Confidential Information;
- 11.1.2 Not disclose any Confidential Information to any other party;
- 11.1.3 Not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 11.1.4 Not make any copies of, record in any way or part with possession of any Confidential Information; and
- 11.1.5 Ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party may:
- 11.2.1 Disclose any Confidential Information to:
- 11.2.1.1 Any sub-contractor or supplier of that Party;
- 11.2.1.2 Any governmental or other authority or regulatory body; or
- 11.2.1.3 Any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 11.2.2 Use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
12. **Force Majeure**
- 12.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 6 months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.
13. Termination
- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 13.1.1 Any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 20 Business Days of the due date for payment;
- 13.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 13.1.3 An encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 13.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 13.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- 13.1.6 Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 13.1.7 That other Party ceases, or threatens to cease, to carry on business; or
- 13.1.8 Control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.2 For the purposes of sub-Clause 13.1.2,
- 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
14. **Effects of Termination**
- Upon the termination of the Agreement for any reason:
- 14.1 Any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 All Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;