

TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THE SALE OF GOODS

The Buyer's attention is in particular drawn to the provisions of condition 13.

1. INTERPRETATION

1. In these Conditions the following definitions apply:

Buyer:	the person, firm or company who purchases the Products from the Company.
Company:	PANDORA Jewellery UK Limited (Company number 06654012) whose Registered Office is at 33 George Street, London, W1U 3BH.
Conditions:	the terms and conditions set out in this document as amended from time to time in accordance with condition 2.3.
Consumer Warranty Claim:	has the meaning given in condition 12.
Contract:	any contract between the Company and the Buyer for the sale and purchase of the Products, in accordance with these Conditions.
Force Majeure Event:	has the meaning given in condition 16.
Products:	items of jewellery agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
Order:	the Buyer's order for the Products as set out in the Buyer's purchase order form.
Order Form:	the template order form available from the Company on request.

2. In these Conditions the following rules of construction apply:

1. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. A reference to a party includes its personal representatives, successors or permitted assigns.
4. 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.
5. A reference to **writing** or **written** includes faxes and emails.
6. Words in the singular include the plural and in the plural include the singular.
7. A reference to one gender includes a reference to the other gender.
8. Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

1. These Conditions apply to the Contract and subject to any variation under condition 2.3 they shall apply to the exclusion of all other terms and conditions (including without limitation terms which are implied by trade, custom, practice or course of dealing or any terms or conditions which the Buyer purports to impose or incorporate under any purchase order, confirmation of order, specification or other document).
2. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
3. These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by the Company.
4. The Contract, together with any variation or additional terms agreed in accordance with condition 2.3, constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
5. An Order constitutes an offer by the Buyer to purchase Products in accordance with these Conditions.
6. All email Orders must be submitted using the Order Form to <order-uk@pandora.net> (or to any other email address notified to the Buyer from time to time). In circumstances where an Order is submitted by email, the Buyer should receive an automatic email confirming receipt of the Order. This confirmation does not constitute acceptance of the Order.
7. No Order placed by the Buyer shall be deemed to be accepted by the Company until the Products being the subject of the Order leave the Company's warehouse.
8. The Buyer shall ensure that the terms of its Order and any applicable specification are complete and accurate. Order Forms that do not include the Buyer's account number, name and delivery address, or that are otherwise incomplete or illegible, shall be rejected.
9. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 90 days only from its date, provided that the Company has not previously withdrawn it. The Company reserves the right to alter the pricing of the Products without prior notice.

3. QUANTITY AND DESCRIPTION

1. The quantity and description of the Products shall be as set out in the Company's quotation or acknowledgement of order.
2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

1. The Company shall deliver the Products to the location set out in the Order.

2. Any dates specified by the Company for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
3. Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
4. If for any reason the Buyer fails to accept delivery of any of the Products when they are ready for delivery within three Business Days of the Company notifying the Buyer that the Products are ready, or the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 1. the Products shall be deemed to have been delivered at 9:00am on the third Business Day after the day on which the Company notified the Buyer that the Products were ready;
 2. risk in the Products shall pass to the Buyer (including for loss or damage caused by the Company's negligence) at the same time as deemed delivery of the Products pursuant to condition 4.4.1 above; and
 3. the Company may store the Products until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
5. The Buyer shall provide at the place where delivery of the Products is to take place and at its expense adequate and appropriate equipment and manual labour for unloading and receiving the Products.
6. If the Company delivers to the Buyer a quantity of Products of up to 5% more or less than the quantity of the Order accepted by the Company, the Buyer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Contract rate. Further, the Buyer acknowledges and agrees that all Products are supplied to manufacturing tolerances customarily accepted in the jewellery trade.
7. The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
8. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
9. The Buyer shall within 72 hours of delivery notify the Company of any delivery errors relating to the type or specification of Products ordered or if the quantity of Products delivered is more than 5% more or less than the amount ordered, failing which the Buyer shall be deemed to have accepted the Products. All notifications must be submitted by email to <pandora-uk@pandora.net> using the Company's delivery discrepancy form. If the Company accepts that there has been a delivery error of the type described above, the Company will, where applicable, provide the Buyer with a returns authorisation code. Otherwise, the Buyer shall pay for the Products at the pro rata Contract rate.

5. PRODUCT RECALL

The Buyer shall, upon receipt of notice (by any means including email or telephone) co-operate and assist the Company and comply with the instructions of the Company as a matter of urgency in connection with the recall or withdrawal from sale of any Products for any reason.

6. NON-DELIVERY

1. The quantity of any consignment of Products as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
2. The Company shall not be liable for any non-delivery of Products (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 14 days of the date when the Products would in the ordinary course of events have been received.
3. The Company shall not be liable for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
4. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

7. RISK AND TITLE

1. The Products are at the risk of the Buyer from the time of delivery.
2. Ownership of the Products shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
 1. the Products; and
 2. all other sums which are or which become due to the Company from the Buyer on any account.
3. Until ownership of the Products has passed to the Buyer, the Buyer shall:
 1. hold the Products on a fiduciary basis as the Company's bailee;
 2. store the Products (at no cost to the Company) separately from all other Products of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 4. maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
4. The Buyer may resell the Products before ownership has passed to it solely on the following conditions:
 1. any sale shall be effected in the ordinary course of the Buyer's business at full market value to consumers only (consumer shall mean a natural person who, in purchasing the Products, is acting for purposes which are outside his business); and
 2. any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

5. The Buyer's right to possession of the Products shall terminate immediately if:
 1. in relation to a Buyer there is a relevant event as set out in condition 19; or
 2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 3. the Buyer encumbers or in any way charges any of the Products.
6. The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.
7. The Buyer shall give the Supplier such information relating to the Products as the Company may require from time to time and the Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
8. Where the Company is unable to determine whether any Products are the Products in respect of which the Buyer's rights to possession has terminated, the Buyer shall be deemed to have sold all Products of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
9. The Buyer shall notify the Company immediately in writing upon the occurrence of any of the events in conditions 7.5 and 18.2 or any other action by any third party which may infringe upon the Company's title to the Products.
10. On termination of the Contract, however caused, the Company's (but not the Buyer's) rights contained in this condition 7 remain in effect.

8. PRICE

1. Unless otherwise agreed by the Company in writing, the price for the Products shall be the price in pounds sterling set out in the Company's price list published on the date of delivery or deemed delivery.
2. The price for the Products shall be exclusive of any value added tax and all costs, charges, taxes or levies in relation to packaging, loading, unloading, carriage, import, purchase and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Products.
3. The Company may, by giving notice to the Buyer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
 1. any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 2. any request by the Buyer to change the delivery date(s), quantities or types of Products ordered, or the specification of the Products; or
 3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

9. PAYMENT

1. Subject to condition 9.3, payment of the price for the Products is due in pounds sterling on the 25th day following the last day of the month in which the invoice was dated, or in the case of the first two Contracts agreed between the Company and the Buyer, the date of the Company's order confirmation or pro-forma invoice. Time for payment shall be of the essence.
2. The Company may notify the Buyer of any credit limit that it may have on its account. If that credit limit is reached or exceeded the Company may at its option refuse to supply further Products to the Buyer until it has received necessary payment.

No payment shall be deemed to have been received until the Company has received cash or cleared funds.

3. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
4. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise except as required by law.
5. The Company may set off any liability of the Buyer to the Company against any liability of the Company to the Buyer, without prejudice to any other rights or remedies it may have.
6. The Company may, at its option, without prejudice to any other rights or remedies of the Company and without liability to the Buyer:
 1. withhold delivery of any Orders of the Buyer notwithstanding any agreed date for delivery or other contract terms;
 2. refuse to accept further Orders from the Buyer or provide further quotations to the Buyer;
 3. otherwise suspend processing of the Buyer's Orders and account; or
 4. require on account payments in respect of any additional Orders or require the outstanding debt (under the Contract or otherwise) to be reduced as a condition of fulfilling each Order or accepting new Orders,

until payment of the amounts owed by the Buyer to the Company (under the Contract or otherwise) has been made in full.

1. Without limitation to the rights of the Company generally the Company may on written notice to the Buyer cancel or suspend the performance of any Contract with the Buyer at its option (without liability to the Buyer) if the Buyer defaults on payment to the Company under any Contract.
2. If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 5%, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
3. The Company shall be entitled to recover all costs and expenses incurred by it in the recovery of any outstanding or overdue sums under the Contract.

2. QUALITY

1. The Company may give notice in writing to the Buyer to vary as it thinks fit the Products available to purchase or to exclude one or more of the Products from the Contract.
2. The Company may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. The Company shall give notice of any changes to Product specifications to the Buyer as soon as reasonably practicable.
3. The Company warrants that (subject to the other provisions of these Conditions) on delivery, and for a period of 12 months from the date of delivery, the Products shall:
 1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 2. be fit for ordinary use as items of jewellery by adult consumers.
4. The Company shall not be liable for a breach of any of the warranties in condition 10.3 unless;
 1. the Buyer gives written notice of the defect to the Company within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and
 2. the Company is given a reasonable opportunity after receiving the notice of examining such Products; and
 3. the Buyer (if asked to do so by the Company), at its own expense, returns such Products to the Company's place of business for examination.
5. The Company shall not be liable for a breach of any of the warranties in condition 10.3 if:
 1. the Buyer makes any further use of such Products after giving written notice in accordance with condition 10.4.1; or
 2. the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
 3. the Buyer alters such Products without the written consent of the Company; or
 4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage.
6. Subject to condition 10.4 and condition 10.5, if any of the Products do not conform with any of the warranties in condition 10.3 the Company shall at its option replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall return the Products or the part of such Products which is defective to the Company.
7. If the Company complies with condition 10.6 it shall have no further liability for a breach of any of the warranties in condition 10.3 in respect of such Products.
8. Any Products replaced shall belong to the Company and any replacement Products shall be guaranteed on the terms set out in these Conditions for the unexpired portion of the original 12-month warranty period.
9. 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.

3. PRODUCT LAUNCHES

1. The Buyer acknowledges and accepts that the Company devotes significant resources to the promotion and marketing of new Products and that a coordinated launch into the consumer marketplace in accordance with a centralised marketing strategy is vital to the

commercial success of such Products. In light of the foregoing, the Buyer shall not sell or make available for sale any Product prior to any launch date specified by the Company and notified to the Buyer in writing.

4. CONSUMER WARRANTY CLAIMS

1. If a consumer returns a Product to the Buyer for replacement (a "Consumer Warranty Claim") the Company shall credit the Buyer or replace the Product (at the Company's option) subject to conditions set out in this condition 12.
2. In the event of a Consumer Warranty Claim, the Buyer shall complete the Company's warranty and credit form and submit it by email to <uk-warrantyclaims@pandora.net> (or such other email address notified to the Buyer from time to time), following which the Company shall send the Buyer a returns authorisation code.
3. The Buyer shall return the Product to the Company, together with a copy of the consumer's evidence of purchase (if any) and the applicable returns authorisation code, to the Company marked "FAO Credits".
4. The Company reserves the right to refuse a Consumer Warranty Claim (and shall be under no obligation to credit or replace any Product), if:
 1. evidence of purchase is not provided by the consumer;
 2. the Product was purchased more than two years prior to the date of the Consumer Warranty Claim;
 3. the Company suspects that the Product was not purchased by the consumer from an authorised Pandora retailer; or
 4. if the Consumer Warranty Claim relates to:
 1. damage arising from the misuse of the Product;
 2. accidental damage to the Product; or
 3. loss of the Product or any part of the Product.
5. The Company's obligations under this condition 12 do not apply to damage to property other than the Products. Any such allegation should be reported to the Company and will be dealt with on a case by case basis.
6. The Company may vary its policy in relation to Consumer Warranty Claims at any time by written notice to the Buyer.
7. Nothing in this condition 12 shall limit or exclude any liability the Company or the Buyer may have to consumers under law.

5. LIMITATION OF LIABILITY

1. Nothing in these Conditions shall limit or exclude the Company's liability for:
 1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 2. fraud or fraudulent misrepresentation;
 3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 4. defective products under the Consumer Protection Act 1987; or

5. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
2. Subject to condition 13.1:
 1. the Company shall under no circumstances whatever be liable to the Buyer, 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 or the Products; and
 2. the Company's total liability to the Buyer 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 price of the Products purchased by the Buyer in the previous 12 months.

6. ANTI-BRIBERY COMPLIANCE

1. The Buyer shall:
 1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 3. comply with the any ethics and anti-bribery policy of the Supplier that it shall provide to the Buyer from time to time ("**Relevant Policies**");
 4. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and condition 14.1.2, and will enforce them where appropriate;
 5. promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of this Agreement;
 6. within 6 months of the date of this Agreement, and annually thereafter, certify to the Buyer in writing signed by an officer of the Buyer, compliance with this condition 14 by the Buyer. The Buyer shall provide such supporting evidence of compliance as the Supplier may reasonably request.
2. Breach of this condition 14 by the Buyer shall be deemed a material breach of these terms and conditions.
3. For the purpose of this condition 14, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

7. ASSIGNMENT

1. The Company may assign the Contract or any part of it to any person, firm or company.
2. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

8. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, default of suppliers or subcontractors.

17. TERMINATION

1. These Conditions shall continue to apply, as varied by the Company from time to time, until the Contract is terminated in accordance with its terms or these Conditions.
2. Subject to any express provision to the contrary in the Contract, and without prejudice to any other provision in these Conditions, the Company may terminate the Contract immediately upon the giving of notice to the Buyer.
3. Upon the termination of the Contract, however occurring, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by the termination of the Contract.
4. Without prejudice to condition 9.3 or any other right or remedy of the Company, upon termination of the Contract, however occurring, all outstanding sums in respect of Products delivered to the Buyer shall become immediately due.
5. All rights and remedies of the Company arising under the Contract or these Conditions shall survive the termination of the Contract, including but not limited to, the Company's rights under condition 5 and condition 6 of these Conditions.

18. GENERAL

1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
5. Nothing in these Conditions shall constitute an appointment of the Buyer as the Company's agent or render the Company liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the Products.

6. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
7. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

19. BUYER'S INSOLVENCY OR INCAPACITY

1. If the Buyer becomes subject to any of the events listed in condition 19.2, or the Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Products delivered to the Buyer shall become immediately due.
2. For the purposes of condition 19.1, the relevant events are:
 1. the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
 2. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or
 3. (being an individual) the Buyer is the subject of a bankruptcy petition or order; or
 4. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 5. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or
 6. (being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or
 7. a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or
 8. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 19.2.1 to condition 19.2.7 (inclusive); or
 9. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 10. the financial position of the Buyer deteriorates to such an extent that in the opinion of the Company the capability of the Buyer adequately to fulfill its obligations under the Contract has been placed in jeopardy; or

11. (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

20. NOTICE

1. Notice under the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
 1. in the case of communications to the Company, to its main place of business or such fax number as shall be notified to the Buyer by the Company from time to time; or
 2. in the case of communications to a Buyer that is a company, to its registered office or principal place of business, or, in the case of communications to a Buyer that is not a company, to any address or fax number of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
2. Communications shall be deemed to have been received:
 1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and Bank and Public Holidays) after posting (exclusive of the day of posting); or
 2. if delivered by hand, on the day of delivery; or
 3. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
3. Communications addressed to the Company shall be marked for the attention of the Company Secretary.
4. Except as expressly set out in these Conditions, notice given under the Contract shall not be valid if given or sent by email.
5. The provisions of this condition 20 shall not apply to service of any proceedings or other documents in any legal actions.