

LAKESIDE FILMS LTD TERMS AND CONDITIONS OF SALE AND INSTALLATION

Updated March 2025

1. Definitions and Interpretation

1.1 Definitions:

“Business Day”	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Business Hours”	means the period from 9.00 am to 5.00 pm (GMT) on any Business Day.
“Conditions”	means these Standard Terms and Conditions of Sale and any special Terms and Conditions as either referenced in this document or as agreed in writing between the Customer and Lakeside.
“Contract”	means the contract between Lakeside and the Customer for the sale and purchase of any Goods, in accordance with these Conditions and applicable to any accepted Order.
“Customer”	means the entity or person who purchases the Goods from Lakeside.
“Delivery”	means delivery or making ready for collection of the Goods at the Delivery Location or as otherwise agreed between the Parties.
“Delivery Date”	means the approximate date for Delivery.
“Delivery Location”	means the location for Delivery as agreed between the Parties (including collection at a Lakeside designated location). Where no specific location is agreed, the delivery location shall default to the doorstep/main entrance of the Customer’s premises.
“Goods”	means any goods (including hardware), which Lakeside supplies in accordance with these Conditions.
“Installation Area”	means any area where Goods will be installed.
“Installation Services”	means the installation service and any other services supplied by Lakeside to the Customer, including any relevant deliverables, as set out in the Service Specification.
“Lakeside”	means Lakeside Films Ltd. (registered number 06607084) of Unit 19 Hither Green Industrial Estate, Clevedon, BS21 6XU.
“Lakeside Materials”	means all materials, equipment, documents and any other property of Lakeside.
“Order”	means an order for Goods placed by the Customer either online, via a purchase order or via any other medium of sale (including but not limited to, telephone etc.).
“Parties”	means Lakeside and the Customer collectively and each a “Party”.
“Quote”	means a non-binding invitation to treat.
“Service Specification”	means the description or specification for the Installation Services provided in writing by Lakeside to the Customer.

- “Specification” means any specified requirements for the Goods, including any measurements, related plans and drawings or Service Specifications.
- “Warranty Period” has the meaning given in clause 9.2 and 9.4.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a Party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation, law or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.
- (f) The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of contract

- 2.1 These Conditions apply to any Order placed by a Customer (that has been accepted by Lakeside) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Installation Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate. The Customer shall be liable for any losses arising out of incomplete or inaccurate Orders.
- 2.3 The Order shall only be deemed to be accepted and thus forming part of the Contract when Lakeside expressly confirms their acceptance of the Order. For the avoidance of any doubt, Lakeside is under no obligation to accept an Order at any time.
- 2.4 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.
- 2.5 Any advice or recommendation given by Lakeside or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods is followed or acted upon entirely at the Customer’s own risk, and to the extent permitted by law. Lakeside shall have no liability to the Customer for any losses arising from Lakesides advice or recommendations.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by Lakeside and any descriptions or illustrations contained in Lakeside’s catalogues/brochures online or otherwise, are produced for the sole purpose of giving an approximate idea of the Goods and/or Installation Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.7 A quotation for the Goods given by Lakeside shall not constitute an offer and is an invitation to treat only. A quotation shall only be valid for a period of 30 calendar days from its date of issue and may be withdrawn by Lakeside at any time by their confirming the same to a Customer.

- 2.8 Any typographical, clerical, or other error or omission in any website sales literature, quotation, price list, acceptance of offer, invoice or other document or information published or issued by Lakeside shall be subject to correction without any liability on the part of Lakeside.
- 2.9 The Contract does not affect any statutory rights available to the Customer.

3. Goods and Specification

- 3.1 The Goods, as varied from time to time, are described online (*Products Archive - Lakeside Group*), or set out in a Specification, are a Quote in all circumstances. Until an Order has been accepted by Lakeside, Lakeside reserves the right, at their sole discretion, to increase the price of/or vary any Quote for the Goods and/or Installation Services. Where a Customer does not agree to such an increase/variation, they must notify Lakeside within 2 days of receiving a notification of the intended increase otherwise the same shall be automatically deemed to have been accepted by the Customer.
- 3.2 Lakeside reserves the right to make any changes to any Goods and/or Specification and/or Installation Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to Lakeside's specification, which do not materially affect their quality or performance.
- 3.3 It is the Customer's responsibility to independently determine, prior to use, that the Goods and/or Installation Services are suitable for its purposes and Lakeside shall have no liability to the Customer for the Customer's failure to do so.

4. Delivery

- 4.1 Lakeside shall ensure that:
- (a) for each Delivery, a delivery note will be emailed to the email address provided by the Customer on the Order on the day of dispatch of the Delivery. In the event that the Customer has not provided an email address, a hard copy of the delivery note will be sent alongside the Delivery to the Delivery Location. The delivery note will show the date of the Order, all relevant Customer and Lakeside reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if Lakeside requires the Customer to return any packaging materials to Lakeside, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Lakeside shall reasonably request. Returns of packaging materials shall be at Lakeside's expense.
- 4.2 Lakeside shall deliver the Goods to the Delivery Location at any time after Lakeside notifies the Customer that the Goods are ready for Delivery.
- 4.3 The Delivery Date is approximate only, and the time of Delivery is not of the essence in any event. Lakeside shall not be liable for any losses arising from any delay in Delivery whatsoever. The Customer shall be liable to pay for the Goods in full; irrespective of the Delivery Date being met or not.

- 4.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location where applicable. Where collection is taking place, Delivery shall be completed once the Customer has commenced loading of the Goods onto a vehicle or other method of transport.
- 4.5 Subject to clause 4.3, and save where due to the Customer's acts or omissions, if Lakeside fails to Deliver the Goods, Lakeside's total liability shall be subject to the limits set out in clause 14.
- 4.6 Where the Customer has failed to receive a Delivery (for any reason), Lakeside at their sole discretion, may either charge the Customer for any further Delivery attempts or leave the Goods the Delivery Location; at the sole liability and risk of the Customer (irrespective of whether the Customer was present at the time of Delivery or not).
- 4.7 Notwithstanding clause 4.6, if Delivery is not reasonably possible and/or Customer fails to receive/accept Delivery of the Goods within three Business Days of Lakeside or their agent notifying the Customer that the Goods are ready for Delivery/attempting Delivery, then;
- (a) 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 Lakeside notified the Customer that the Goods were ready; and
 - (b) Lakeside shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If, ten Business Days after the day on which Lakeside notified the Customer that the Goods were ready for Delivery, the Customer has yet to receive/accept Delivery of them, Lakeside 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.
- 4.9 If Lakeside delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Lakeside shall make either make a pro rata adjustment to the invoice for the Goods or send any outstanding Goods to the Customer. For the avoidance of any doubt, Lakeside shall have no liability to the Customer for any under-orders within the above variance.
- 4.10 Entirely at their sole discretion, Lakeside may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Order; irrespective of whether the Customer only made one Order. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.11 The Customer shall, within 48 hours of Delivery/completion of the Installation Services, inspect the Goods/installed Goods for any issues relating to the Goods and/or Installation Services and report the same to Lakeside's claims handling department within not less than 48 hours of discovery. Where the Customer fails to do this, the Customer shall be deemed to have automatically accepted that the Goods and/or Installation Services are free from any issues and waives any claims in respect of the same.
- 4.12 Where any issues are identified and reported in accordance with clause 4.11, Lakeside shall use reasonable endeavours to rectify the same.
- 4.13 Where just Goods are being delivered, in addition to the notification obligations as set out above in clause 4.11, the Customer shall note any defects on Lakeside transportation documents and keep the

defective Goods as evidence until notified by Lakeside that they can return or dispose of them. If Lakeside so requests, the Customer shall return the defective Goods to Lakeside in the original packaging at the cost of the Customer. In the event that the Goods are deemed defective by Lakeside, Lakeside shall reimburse the amount paid by the Customer to return the defective Goods to Lakeside, to the Customer.

5. Installation

- 5.1 Where set out in an Order, Lakeside shall install the Goods at the agreed location on an agreed date, using reasonable care and skill and in accordance with the Order and/or Service Specification. If, in the reasonable opinion of Lakeside, it is necessary to remove or otherwise disconnect any of the Customer's existing equipment in order to carry out the Installation Services, then the Customer shall arrange for the removal and/or disconnection of any equipment at the Customer's sole expense and liability.
- 5.2 Lakeside may, at its' sole discretion, require the Customer to complete a pre-installation site form to determine whether the Installation Services can be performed. Lakeside reserves the right to cancel any Order for Installation Services at Lakeside's sole discretion and at no liability to the Customer.
- 5.3 Where the Customer has failed to comply with clause 10 or where Lakeside deems any Installation Area is not appropriate for Installation Services (pursuant to clause 5.2 or otherwise), Lakeside may, at their sole discretion, refuse to carry out the Installation Services and refund the Customer the amount paid for the same, after the deduction of any reasonably incurred costs by Lakeside. However, the Customer shall be liable to pay for any Goods and/or any Installation Services already delivered/performed by Lakeside. For the avoidance of any doubt, Lakeside shall have no liability to the Customer whatsoever in this eventuality.
- 5.4 Where there is an installation, the Customer provides an indemnity to Lakeside in respect of any injuries, death or damage to property due to any reasons within the Customer's reasonable control.
- 5.5 Lakeside shall use all reasonable endeavours to meet any performance dates for the Installation Services agreed between the Parties, but any such dates shall be estimates only and time shall not be of the essence in any event.
- 5.6 Where any Goods are to be delivered prior to, or at the same time as installation, Delivery shall take effect the moment the Goods are unloaded at the Delivery Location. The Installation Services element shall count as a separate Order whether specified or not in the Order and completion of an Installation Service shall only take effect once all installation work has been completed.
- 5.7 Lakeside reserves the right to amend the Service Specification, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Installation Services. In the event that it is necessary to amend the Service Specification, Lakeside shall notify the Customer.
- 5.8 Lakeside shall perform the Installation Services during Business Hours. Lakeside shall have absolute discretion as to whether the weather conditions are suitable for such Installation Services.
- 5.9 Where Lakeside is unable to perform any Installation Services, Lakeside may accept a cancellation of an Order for Goods at their sole discretion.

6. Export

- 6.1 Only where the Goods are supplied for export from the mainland of the United Kingdom, the provisions of this clause 6 shall apply (subject to any special terms agreed in writing between the Parties).
- 6.2 Unless otherwise agreed between the Parties in writing, the Goods will be Delivered EX WORKS.
- 6.3 Payment of all amounts due to Lakeside must either be made in advance of despatch or by irrevocable letter of credit opened by the Customer in favour of Lakeside and confirmed by a bank acceptable to Lakeside. All payments must be made in pounds sterling.
- 6.4 The Customer is responsible for ensuring that the Goods comply with the laws and regulations of the country to which it requires the Goods to be supplied and for obtaining the necessary export/import licences. Save where restricted by law, Lakeside shall have no liability whatsoever for the Customer's failure to comply with this clause 6.4.

7. Consignment

- 7.1 Where the Customer is to purchase Goods from Lakeside by way of Consignment, the Contract shall not apply, and the Parties shall negotiate separate terms for the same.

8. Returns/Cancellation

- 8.1 Save for where clause 9 applies, Lakeside reserves the right to cancel any Order prior to dispatch, installation, or payment (whichever occurs later), at its sole discretion and without liability to the Customer, except for providing a refund where the Order has already been paid for.
- 8.2 For the avoidance of any doubt, Lakeside is under no obligation to accept Customer requests for cancellation or returns.
- 8.3 Subject to clause 8.2, where Lakeside has accepted a return request (at their sole discretion), returning or cancelling an Order shall incur an administrative fee of £29.90 plus a £50 collection fee and any other additional costs, including but not limited to, any incidental costs (including re-stocking fees by suppliers, transport costs etc.), storage costs etc.
- 8.4 Lakeside reserves the right to suspend or terminate performance of the Contract where delivery or supply of the Goods and/or Installation Services is affected by reasons out of Lakeside's reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.
- 8.5 On cancellation of the Contract/an Order, for any reason the Customer shall return all Lakeside Materials and any delivered Goods which have not been fully paid for at the Customer's cost. If the Customer fails to do so, then Lakeside may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose save for compliance with this clause 8.5.
- 8.6 Termination of the Contract or an Order, however arising, 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 the Contract which existed at or before the date of termination.

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

9. Quality/Warranty

9.1 Lakeside warrants that at the time Delivery, and, where relevant, on completion of the Installation Services, the Goods shall:

- (a) conform with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality.

9.2 Lakeside warrants that all Installation Services shall be carried out with all reasonable care and skill.

9.3 Where applicable, any additional warranty in respect of any Installation Services shall be confirmed by Lakeside to the Customer in writing.

9.4 Following Delivery and where applicable, the manufacturer's warranty (including any provided duration) shall apply to the Goods (subject to clauses 9.5 and 9.6). For the avoidance of any doubt, where no such warranty period is provided and save where restricted by law (in which case the legally required minimum warranty period shall apply), there shall be no warranty period.

9.5 Subject to clause 9.6, 9.7 and in accordance with clause 9.4, only if:

- (a) the Customer gives notice in writing to Lakeside within 5 Business Days of discovery, or within 5 Business Days from when the Customer ought to have discovered, that some or all of the Goods do not comply with the warranty set out in clause 9.1 or there is an issue with the Installation Services;
- (b) Lakeside is given a reasonable opportunity of examining such Goods/performed Installation Services; and
- (c) the Customer (if asked to do so by Lakeside) returns such Goods to Lakeside's place of business at Lakeside's cost.

Lakeside shall, at its sole discretion, repair or replace the defective Goods/rectify any Installation Services or refund the price of the defective Goods and/or Installation Services in full. For the avoidance of any doubt, these are the sole remedies available to the Customer.

9.6 Lakeside shall not be liable for the Goods' failure to comply with the warranties set out in clause 9.1 to 9.3 if:

- (a) the Customer fails to comply with clause 9.5;
- (b) the Customer makes any further use of such Goods after giving notice in accordance with clause 9.5;
- (c) the defect arises because the Customer failed to follow Lakeside'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;
- (d) the defect arises as a result of Lakeside following any drawing, design or Specification supplied by the Customer;
- (e) the Customer fails to follow any instructions/guidance provided by the manufacturer;
- (f) the Customer incorrectly uses or incorrectly applies the Goods;
- (g) the Customer alters or repairs such Goods (in any way) without the prior written consent of Lakeside;

- (h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - (i) the Goods differ as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - (j) the Customer fails to make the Goods available for inspection by Lakeside (because they have disposed of the same or otherwise) within 14 calendar days of Lakeside requesting the same.
- 9.7 Except as provided for in clauses 9.2 and 9.4, Lakeside shall have no liability to the Customer in respect of any Goods' failure to comply with the warranties set out in clause 9.1 to 9.3 and in any event, their liability shall not exceed the limit as provided for in clause 14.
- 9.8 Any implied terms provided for by law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.9 Where any Goods have been repaired or replaced, under this clause 9, the remainder of any existing warranty period shall apply. Where the warranty period has expired, or no warranty was provided, unless otherwise agreed between the Parties in writing, there shall be no warranty period for the repaired/replaced Goods.

10. Customer Obligations

- 10.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides are complete and accurate;
 - (b) co-operate with Lakeside in all matters relating to the Installation Services;
 - (c) provide Lakeside, its employees, agents, consultants and subcontractors, with access to the Customer's site, and other facilities as reasonably required by Lakeside to provide the Installation Services;
 - (d) provide Lakeside with such information and materials as Lakeside may reasonably require in order to perform the Installation Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare the Customer's site for the Installation Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Installation Services before the date on which the Installation Services are to start;
 - (g) comply with all applicable laws, including health and safety laws and provide Lakeside with details of the same to ensure that any Lakeside employee or agent, on the Customer's site, can comply with the Customer's relevant health and safety policies and procedures;
 - (h) keep all materials, equipment, documents and other property of Lakeside (Lakeside Materials) at the Customer's premises in safe custody at its own risk, maintain the Lakeside Materials in good condition until returned to Lakeside, and not dispose of or use the Lakeside Materials other than in accordance with Lakeside's written instructions or authorisation; and
 - (i) comply with any additional obligations as set out in Lakeside's Quote.
- 10.2 If Lakeside'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**"):

- (a) without limiting or affecting any other right or remedy available to it, Lakeside shall have the right to suspend performance of the Installation 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 Lakeside's performance of any of its obligations. Where a Customer default persists for more than 10 business days, Lakeside reserves the right to cancel the Installation Services and charge the Customer in full for the Installation Services (irrespective of whether or not they have been performed in whole or in part);
- (b) Lakeside shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Lakeside's failure or delay performing any of its obligations as set out in clause 10.1;
- (c) the Customer shall reimburse Lakeside on written demand for any costs or losses sustained or incurred by Lakeside arising directly or indirectly from the Customer Default; and
- (d) Lakeside reserves the right to withhold delivery of any Goods or Installation Services if any sums are outstanding from the Customer, regardless of whether they relate to the same or a different Order.

11. Title and Risk

- 11.1 Unless otherwise agreed between the Parties in writing, risk in the Goods shall pass to the Customer on completion of Delivery.
- 11.2 Title in the Goods shall not pass to the Customer until Lakeside has received in cash or cleared funds, payment in full of the price of the Goods (plus VAT and other applicable charges) and all other sums which are, or which become due to Lakeside from the Customer on any account. Where title in the Goods has not passed, the Customer shall hold the Goods as a bailee of Lakeside.
- 11.3 Until such a time as title in the Goods has transferred to a Customer, the Customer shall, in their capacity as a bailee:
 - (a) store any uninstalled Goods separately from all other goods held by the Customer so that they remain readily identifiable as Lakeside's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify Lakeside immediately if it becomes subject to any of the events listed in **Error! Bookmark not defined.**11.6; and
 - (e) give Lakeside such information as Lakeside may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.
- 11.4 Further to clause 11.3, where the Customer makes a new object from the Goods, whether finished or not, or the Customer mixes the Goods with other any other goods (to form a new object) or the Goods become part of other goods ("**New Goods**"), before title in the Goods passes to the Customer, the Customer agrees with Lakeside:

- (a) title in the New Goods immediately passes to Lakeside (to the exclusion of any liabilities in respect of the same);
 - (b) that until payment of all sums owing to Lakeside whether under these Conditions or any other contract, the Customer will hold the New Goods on trust for Lakeside; and
 - (c) if required by Lakeside, to store the New Goods in a manner that clearly shows the ownership of Lakeside and in accordance with clause 11.3 in any event.
 - (d) that where the customer is in default and/or breach of these Conditions and notwithstanding any other clause in these Conditions, Lakeside may, at their sole discretion, remove any applied, mixed or installed Goods at the Customer's cost.
 - (e) that Lakeside shall have a lien over any monies paid by a customer of the Customer to the Customer up to the amount owed by the Customer to Lakeside for the relevant Goods.
- 11.5 Further to clause 11.4, until the Goods are paid for in full, Lakeside authorises the Customer to sell the Goods. However, the Customer shall not represent to any third parties that it is acting in any way for Lakeside. Lakeside will not be bound by any contracts with third parties to which the Customer is a party. The Customer shall ensure that:
- (a) records are kept by the Customer of any Goods owned by Lakeside.
 - (b) the proceeds of any sale of the Goods shall be paid into a separate account and held in trust for Lakeside. The Customer shall account to Lakeside for the price of the Goods.
- 11.6 Should the Customer die/cease to exist, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or, being a company, calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, Lakeside may, at its option, and notwithstanding its waiver of such default or failure, and without prejudice to its other rights under these Conditions, require payment before or on delivery or may repossess and take over the Goods and dispose of same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale. Notwithstanding clause 12.2, Lakeside may set off any sums owed to the Customer against any Goods/Installation Services which have not been paid for.
- 11.7 Breach of clause 11.3 will result in all money owing by the Customer to Lakeside (without affecting any of Lakeside's other rights or remedies) becoming immediately due and payable. Once title in the Goods has passed to the Customer, it is entitled to resell or use the Goods in the ordinary course of its business.

12. Price and Payment

- 12.1 The price of the Goods shall be the price set out in a Quote or as confirmed by Lakeside on their website or otherwise (in any communication from Lakeside to the Customer; subject to duration and any relevant eligibility in any event). For the avoidance of any doubt, no Order, Quote or price is binding on either Party unless accepted by Lakeside and, subject to any other section of the Contract, a Quote may be withdrawn at any time by Lakeside and at no liability to the Customer.
- 12.2 The charges for the Installation Services shall be calculated on a time and materials basis in accordance with Lakeside's day rates, as set out in the Quote or, if there are no day rates set out in the Quote, in

accordance with Lakeside's current day rates as at the date of the Contract. Lakeside's day rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days.

- 12.3 Lakeside may, by giving notice to the Customer at any time before Delivery, reasonably increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond Lakeside's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Lakeside adequate or accurate information or instructions.
- 12.4 Lakeside reserves the right to withhold delivery of any Goods or Installation Services if any sums are outstanding from the Customer, regardless of whether they relate to the same or a different Order.
- 12.5 The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Lakeside at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer either separately or as part of the invoice for the Goods.
- 12.6 Save for where otherwise agreed between Lakeside and the Customer, the Price of Delivery can vary dependant on the value and size of the order.
- 12.7 Unless otherwise agreed between the Parties in writing, Lakeside shall be entitled to invoice the Customer for the Goods on or at any time after Delivery. If the Goods are to be collected by the Customer, or if the Customer fails to take delivery, Lakeside shall be entitled to invoice the Customer at any time after notifying them that the Goods are ready for collection or, as the case may be, after an attempted delivery.
- 12.8 In respect of the Installation Services, unless otherwise agreed between the Parties, Lakeside shall invoice the Customer on completion of the Installation Services and the Customer shall pay in accordance with the payment terms of this Contract.
- 12.9 Where Lakeside agrees that payment for the Goods may be made by a third party on behalf of the Customer, Lakeside will raise an invoice addressed to the third party for the Goods, and the Customer must promptly execute and comply with such of that third party's terms and conditions as are necessary to ensure payment is made to Lakeside in accordance with the time scales set out in clause 12.10. Should the Customer fail to comply with the third party's terms and conditions such that payment is not made to Lakeside in accordance with clause 12.10, then the Customer becomes liable for payment of the invoice, notwithstanding its agreement for payment by a third party, and the entire price shall immediately become payable by the Customer. For the avoidance of any doubt, where a third party has made or is to make payment on behalf of a Customer, this does not create any relationship or liability between Lakeside and the third party. All liabilities in respect of the third party shall be between the Customer and the third party.

- 12.10 Unless otherwise agreed between the Parties, the Customer shall pay each invoice submitted by Lakeside:
- (a) less any discount to which the Customer is entitled to (but without any other deduction); and
 - (b) by 30 calendar days following the date of the invoice and in full and in cleared funds to a bank account nominated in writing by Lakeside, in the currency invoiced.

Time for payment shall be of the essence of the Contract.

- 12.11 Lakeside reserves the right to vary its payment terms (including but not limited to, its nominated back account, method of payment etc.) at any time by notifying the Customer.
- 12.12 If the Customer fails to make a payment due to Lakeside under the Contract by an invoice due date, then, without limiting Lakeside's remedies under these Conditions, and at Lakeside's sole discretion, the Customer agrees that Lakeside may:
- (a) charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12.12(a) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 10% a year for any period when that base rate is below 0%.
 - (b) Lakeside may suspend any further Orders/deliveries to the Customer (without any liability to Lakeside);
 - (c) require that the Customer returns any unpaid for Goods (at the Customer's sole expense);
 - (d) enter into any premises of the Customer where the Goods are stored and repossess the Goods;
 - (e) require immediate payment of any other outstanding invoices whether or not due for payment; and
 - (f) commence court proceedings against the Customer for any outstanding sums owed.
- 12.13 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.14 Any extension of credit allowed to Customer may be changed or withdrawn by Lakeside, at its sole discretion, and without notice.

13. Intellectual Property

- 13.1 Goods sold or supplied by Lakeside may be subject to copyright (whether owned by Lakeside or a third party) and the Customer covenants not to breach, infringe or prejudice any intellectual property and copyright associated with the Goods without approval. The Customer agrees to indemnify and hold Lakeside entirely harmless for any breach of said covenant.
- 13.2 For the avoidance of any doubt no intellectual property vested in Lakeside shall transfer to the Customer at any time. However, Lakeside grants the Customer a royalty-free, fully paid-up, worldwide, non-exclusive license to use or re-sell the Goods.
- 13.3 Any intellectual property created in the course of fulfilling a Customer Order shall remain the property of Lakeside unless otherwise agreed in writing.

14. Limitation of Liability

- 14.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by law.
- 14.2 Subject to clause 14.1 and 14.3, Lakeside's total liability to the Customer shall not exceed the value of the Goods and/or Installation Services for which the liability gives rise to in any event.
- 14.3 Notwithstanding any other clause in these Conditions, Lakeside shall not be liable to the Customer for any losses which are indirect or consequential losses, for loss of profit or anticipated profits (whether direct or indirect) even if such losses were foreseeable and notwithstanding that the Customer was aware or ought to be aware of the possibility that such losses were in contemplation of Lakeside.
- 14.4 This clause 14 shall survive termination of the Contract.

15. Force Majeure

Lakeside shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event (including but not limited to, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, pandemic).

16. Confidentiality

- 16.1 Each Party undertakes that it shall not at any time during this Contract, and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party.
- 16.2 Each Party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2(b); and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

17. General

17.1 Assignment and Other Dealings.

- (a) Lakeside may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, 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 Lakeside.

17.2 Privacy.

- (a) The Customer's data protection and privacy rights under the Contract are set out in our Privacy Policy - Lakeside Group. Questions, comments and requests regarding this privacy policy are welcomed and should be sent to info@lakesidegroup.co.uk.

17.3 Entire Agreement.

- (a) The Contract constitutes the entire agreement between the Parties.
- (b) Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.4 Variation. Lakeside reserves the right to vary these Terms and Conditions at any stage and it is the Customer's sole responsibility to ensure they are aware of the correct and most up to date terms and conditions as available on Lakeside's website or available upon request.

17.5 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.6 Severance.

- (a) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.
- (b) If any provision or part-provision of these Conditions is deemed deleted under clause 17.6(a), the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.7 Third Party Rights. The Contract does not give rise to any third-party rights.

17.8 No Partnership. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

17.9 Governing Law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England.

17.10 Jurisdiction. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.