Client Terms & Conditions

Last Updated: 10th September 2026

Bateman Product Design Ltd

Trading as Louis Bateman

Company Number: 17317514

Registered Office: Annecy Court, Ferry Works, Summer Road, Thames Ditton, Surrey KT7 0QJ

The Client's attention is particularly drawn to the provisions of clause 9.

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

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

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 6.

Client: the person or firm who purchases Services from the Designer.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.7.

Contract: the contract between the Designer and the Client for the supply of Services in accordance with these Conditions.

Deliverables: the deliverables set out in the Project Proposal produced by the Designer for the Client.

Designer: Bateman Product Design Ltd, trading as Louis Bateman, registered in England and Wales with company number 17317514, whose registered office is at Annecy Court, Ferry Works, Summer Road, Thames Ditton, Surrey KT7 0QJ.

Designer Background Intellectual Property: all Intellectual Property Rights that are owned by or licensed to the Designer and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise) in each case whether subsisting in the Deliverables or otherwise, as necessary to enable the Client to receive and use the Deliverables and the Services.

Designer Know-how: any know-how developed, and methods invented, by the Designer in the course of or as a result of carrying out the Services, whether or not developed or invented specifically or used exclusively to carry out the Services.

Designer Materials: has the meaning set out in clause 5.1(l).

Foreground Intellectual Property: has the meaning set out in clause 7.1.

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

Project Proposal: the description or specification of the Services provided in writing by the Designer to the Client (including any quotation).

Re-useable Material: has the meaning set out in clause 7.4.

Services: the services, including the Deliverables, supplied by the Designer to the Client as set out in the Project Proposal.

1.2 Construction. In these Conditions, the following rules apply:

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 or permitted assigns;

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

d. 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; and

e. a reference to writing or written includes faxes and e-mails.

2. Basis of Contract

2.1 A Project Proposal issued by the Designer constitutes an offer to supply the Services in accordance with these Conditions. It remains open for acceptance for 30 calendar days from its date of issue, unless the Designer withdraws it earlier by written notice.

2.2 The Client accepts the Project Proposal, and agrees to be bound by these Conditions, by signing it (whether electronically or by hand), by confirming acceptance in writing (including by e-mail), by paying any instalment of the Charges, or by instructing the Designer to begin the Services. The Contract comes into existence on the date of that acceptance (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Designer which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Designer, and any descriptions or illustrations contained in the Designer's catalogues, brochures, or website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any Project Proposal may be amended or withdrawn by the Designer at any time before it is accepted, subject to clause 2.1.

3. Supply of Services

3.1 The Designer shall supply the Services to the Client in accordance with the Project Proposal in all material respects.

3.2 The Designer shall use all reasonable endeavours to meet any performance dates specified in the Project Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Designer shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Designer shall notify the Client in any such event.

3.4 The Designer warrants to the Client that the Services will be provided using reasonable care and skill.

4. Stage Deliverables

Concept Development

- At the beginning of a Concept Development stage, the Client will be asked to approve a Design Specification. This specification confirms the Client's requirements for the product. It is the responsibility of the Client to check that the Design Specification accurately reflects their requirements for the product, as changes from the agreed Design Specification may incur additional charges. The Client will be made aware of any additional charges as a result of a change to the Design Specification before Concept Development work continues.
- Concept work will be presented in sketch format. On occasion the Designer may create basic CAD models or proof of concept prototypes to visualise ideas. These CAD models and prototypes are not suitable for any functional use and do not replace any quoted CAD and prototype stages contained within the Project Proposal.

Product Visualisation

- Product Visualisation focuses on visualising the idea to display the potential of the project. Any CAD files generated as part of this stage are not suitable for either prototyping or manufacture.

CAD Development

- This stage creates only a CAD model, not an actual physical prototype. Unless the Project Proposal expressly states otherwise, this CAD model will not be suitable for prototyping, tooling or mass production. This is due to individual manufacturers' requirements and the differing processes involved between prototyping and manufacture. The CAD model will require changes and refinements as it moves towards production. These can include additions such as draft angles, ejection points, ribs or structural elements inside the model. These refinements are added during additional CAD development stages, which will be quoted accordingly as the project progresses.

Prototypes

- Proof of Concept Prototype: Proof of concept prototypes are created to test design ideas, features and mechanisms. These prototypes do not usually include any styling and may not look like the final product, however they are a very useful way to analyse and test the design before further development work is carried out.
- Development Prototype: A development prototype is an intermediate stage in the product development process. When created from CAD data, prototypes will be an accurate representation of this data. No guarantees are given that the prototype will function 100% as intended as it will not have previously been made. The nature of product development is such that whilst the utmost care and attention is paid to developing the design to function as intended, there is a chance that further development work will be required once a development prototype is reviewed.

Production Quotation

- Completion of this stage is dependent on the response time of manufacturers due to their schedules and workloads, which can influence quotation timescales. Any tooling, unit and set up costs provided at this stage are subject to change depending on prevailing conditions such as exchange rates, duty rates, shipping rates and ongoing product development work which may alter the cost of the product.

Production Specification

- Technical drawings and CAD files are provided to enable production tooling to be created. The Designer accepts no responsibility for manufacturing defects caused by products not being manufactured to the specification provided.

Production Management

- Often manufacturers will produce samples free of charge once the tooling stage has been commissioned. In some cases however, samples may be chargeable. The Client will be made aware of any charges for samples and will be asked to approve the costs before proceeding. These costs will then be invoiced accordingly. Shipping costs for sending and receiving samples will be quoted and invoiced accordingly.

Packaging Design

- If there are specific packaging requirements that need to meet certain standards, the Designer may need to research and identify relevant standards. This may incur additional charges. The Client will be made aware of any additional charges before Packaging Design work continues.

Standards and Safety

- The Designer will review standards where relevant and make design recommendations to ensure compliance with any identified standards. Independent safety testing will be required to prove compliance to these standards. The Designer may need to carry out multiple phases of detailed design work to ensure compliance with any standards or tests highlighted at this stage. This may include extensive CAD development, prototyping and multiple safety tests being carried out. Work will be quoted accordingly and the Client shall be made aware of any additional charges before further design work continues.
- Any safety testing carried out on final manufacturing samples will need to be carried out in the name of the individual or company who will be providing the product to ensure due diligence.

5. Client's Obligations

5.1 The Client shall:

a. ensure that the terms of the Project Proposal and any data, details, information or images it contains are complete, up to date and accurate in all respects, and fully reflect the Client's requirements in relation to the Services;

b. co-operate with the Designer in all matters relating to the Services;

c. provide the Designer, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Designer;

d. promptly provide the Designer with such information, instructions, specifications and materials as the Designer may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

e. inform the Designer promptly of any changes in relation to the Client, the Client's business, or any other information provided to the Designer by the Client which has or which may have an impact on the Project Proposal or the Services;

f. make available appropriately qualified Client personnel who have the requisite authority to make binding decisions on behalf of the Client for the purpose of attending meetings, telephone or video conferences at such times and places as the Designer may reasonably request from time to time in connection with the Services;

g. promptly review the Deliverables when requested to do so by the Designer, and either (i) advise the Designer in writing of any required amendments; or (ii) provide written approval to the Designer; in each case without delay, and in any event no later than seven Business Days after receiving the Deliverables from the Designer for review;

h. where relevant, prepare the Client's premises for the supply of the Services;

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

j. be solely responsible for selecting any manufacturer or other third party (Third Party) in connection with the Client's project outlined in the Project Proposal, and for managing the relationship with the Third Party (whether or not the Third Party was referred to the Client by the Designer). The Client acknowledges that the Designer is not responsible for any quotations or for any products or services supplied by the Third Party, and will not accept any liability in relation to such quotations, goods or services, or for any acts or omissions of that Third Party;

k. if the Client wishes the Designer to deal with a Third Party on its behalf in connection with the provision of the Services, promptly provide the Designer with all necessary information and the requisite written authority of the Client to enable it to do so; and

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

5.2 If the Designer's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

a. the Designer shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Designer's performance of any of its obligations;

b. the Designer shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Designer's failure or delay to perform any of its obligations as set out in this clause 5.2; and

c. the Client shall reimburse the Designer on written demand for any costs or losses sustained or incurred by the Designer arising directly or indirectly from the Client Default.

6. Charges and Payment

6.1 The Charges for the Services shall be as set out in the Project Proposal.

6.2 In addition to the Charges set out in the Project Proposal, the Designer shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Designer engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Designer for the performance of the Services, and for the cost of any materials.

6.3 In the event that the Charges are likely to be higher than the estimate provided to the Client as set out in the Project Proposal, the Designer will discuss this with the Client in advance, and any such increased Charges will be agreed in writing with the Client. If such increase is not acceptable to the Client, it shall notify the Designer in writing within ten Business Days of the date of the Designer's notice, and the Designer shall have the right without limiting its other rights or remedies to terminate the Contract by giving five Business Days' written notice to the Client.

6.4 If the Client requests the Designer to provide any additional services not referred to in the Project Proposal, or requests any modifications to the Project Proposal after the Commencement Date, the Designer shall be entitled to charge the Client for those additional services or modifications as the case may be. All additional Charges will be agreed between the parties and confirmed in writing by the Designer.

6.5 The Designer shall invoice the Client for the Charges in the instalments, and at the times, set out in the Project Proposal. The Designer will not commence work on the part of the Services in question until the relevant instalment of the Charges has been paid in full and in cleared funds as required by this clause 6.

6.6 The Client shall pay each invoice submitted by the Designer:

a. on presentation of the invoice; and

b. in full and in cleared funds to a bank account nominated in writing by the Designer,

and time for payment shall be of the essence of the Contract.

6.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Designer to the Client, the Client shall, on receipt of a valid VAT invoice from the Designer, pay to the Designer such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

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

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

7. Intellectual Property Rights

7.1 At the time of their creation by the Designer, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) (Foreground Intellectual Property) shall vest in the Designer.

7.2 Subject to clause 7.3 below, the Designer grants to the Client a perpetual, royalty-free, worldwide licence to use the Foreground Intellectual Property and Designer Background Intellectual Property lawfully and only in connection with the Client's business as set out in the Project Proposal. The Client shall not make any alteration or modification to, or create any derivative work based on, either the Foreground Intellectual Property or Designer Background Intellectual Property during the period of such licence without the prior written consent of the Designer.

7.3 Upon and subject to receipt by the Designer in full and in cleared funds of all sums due to it under this agreement for a stage of the Services (as set out in the Project Proposal), and to the provisions of clause 7.4 below, in respect of the Foreground Intellectual Property arising from that stage:

a. the licence granted in clause 7.2 above shall cease without notice in respect of that Foreground Intellectual Property;

b. the Designer assigns to the Client, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in that Foreground Intellectual Property; and

c. the Designer grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence (whether by itself or third parties on its behalf) to use, copy, disclose, publish and modify Designer Background Intellectual Property for the sole purpose of receiving and using the Services and the Deliverables.

7.4 The assignment referred to in clause 7.3(b) above shall be made subject to a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence of the Intellectual Property Rights and all other rights in the Foreground Intellectual Property to the Designer (Re-useable Material), to use for the Designer's reasonable business purposes, including use in other projects undertaken by the Designer for third parties, provided that, in relation to any such project, the Designer shall have the right only to use elements of the Re-useable Material and not the entirety of it.

7.5 The Designer shall have the right to identify the Client, to describe the nature of the Services provided to the Client, and to disclose information about, and images of, the product to which the Services relate, in materials made publicly available in any media in connection with the marketing and promotion of its services to third parties, unless the Client gives the Designer written notice to the contrary within 10 Business Days of the Commencement Date. The Client acknowledges and agrees that it is the Client's responsibility to assess whether the publication of such information would, or may, prejudice any current or future application for a patent or other registered Intellectual Property Right and to exercise the foregoing opt-out right where appropriate. In no circumstances shall the Designer be liable for the failure of any Intellectual Property Right application made by the Client that results from the Designer's exercise of its rights under this clause 7.5.

7.6 For the avoidance of doubt, nothing in this clause 7 shall prevent the Designer from using Designer Background Intellectual Property and Designer Know-how for any purpose and at any time, and the Client acknowledges that Designer Background Intellectual Property and Designer Know-how remain the exclusive property of the Designer at all times.

7.7 The Client shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Designer may consider necessary or desirable to perfect the right, title and interest of the Designer in and to the Intellectual Property Rights in Designer Know-how.

7.8 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the relevant third party granting the appropriate licence to the Client in respect of those Intellectual Property Rights.

7.9 All Designer Materials are the exclusive property of the Designer.

7.10 The provisions of this clause 7 shall survive termination of this agreement, however arising.

8. Confidentiality

8.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 8 shall survive termination of the Contract.

9. Limitation of Liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in these Conditions shall limit or exclude the Designer's liability for:

a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

b. fraud or fraudulent misrepresentation; or

c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to clause 9.1:

a. the Designer shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

b. the Designer's total liability to the Client 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 total amount of Charges paid or payable by the Client under the Contract.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 20 Business Days' written notice.

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

a. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;

b. the other party 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 or limited liability partnership) 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;

c. the other party 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 a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

e. the other party (being an individual) is the subject of a bankruptcy petition or order;

f. a creditor or encumbrancer of the other party 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;

g. 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 other party (being a company);

h. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

i. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

j. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(b) to clause 10.2(i) (inclusive);

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

l. the Client's financial position deteriorates to such an extent that in the Designer's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

m. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, the Designer may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within ten days after being notified in writing to do so.

10.4 Without limiting its other rights or remedies, the Designer may suspend provision of the Services under the Contract or any other contract between the Client and the Designer if the Client becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(m), or the Designer reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

11. Consequences of Termination

11.1 On termination of the Contract for any reason:

a. the Client shall immediately pay to the Designer all of the Designer's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Designer shall submit an invoice, which shall be payable by the Client immediately on receipt;

b. the Client shall return all of the Designer Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Designer may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

c. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

d. clauses which expressly or by implication survive termination shall continue in full force and effect.

12. Force Majeure

12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Designer including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Designer or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.2 The Designer shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents the Designer from providing any of the Services for more than 20 Business Days, the Designer shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

13. General

13.1 Assignment and other dealings.

a. The Designer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

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

13.2 Notices.

a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

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

13.3 Severance.

a. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

b. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Designer.

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

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