

## SUPPLY AND INSTALL TERMS AND CONDITIONS

These Client Terms, together with any Client Form (defined in clause 1), set out the agreement (this '**Agreement**') under the terms of which Blindbliss Limited (Company Number 14671404) being a company incorporated in England and Wales with registered office address at 332-336 Holloway Road, London, England, N7 6NJ (**BlindBliss, we, us, our**) provides Products and/or Services (defined in clause 2) to you or the company which you represent (the **Client, you, your**).

### 1 CLIENT FORM, THIS AGREEMENT

- (a) These Client Terms will apply to all the Client's dealings with BlindBliss, including being incorporated in all agreements, quotations or orders under which BlindBliss is to provide products and/or services to the Client (each a **Client Form**) together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Client Form, or if the Client orders, accepts or pays for any products and/or services provided by BlindBliss after receiving or becoming aware of this Agreement or these Client Terms.
- (c) In the event of any inconsistency between these Client Terms and any Client Form, the clauses of these Client Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Client Form) will prevail over these Client Terms to the extent of any inconsistency.
- (d) The Client is responsible for confirming that the Client Form accurately specifies (if applicable):
  - (i) the quantity and specifications of the Products and/or Services required; and
  - (ii) the agreed Fees and other rates.

### 2 PRODUCTS AND SERVICES

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), BlindBliss will provide the Client with services set out in a Client Form (**Services**) and/or any goods set out in a Client Form (**Products**).
- (b) If the Services are for "installation only", and you are supplying the relevant goods to be installed (**Customer Supplied Goods**), then:
- (c) Where the context permits the terms 'Products' and 'Services' shall be interchangeable when used in this Agreement.
- (d) Unless otherwise agreed, BlindBliss may, in its discretion:
  - (i) not commence work on any Products or Services until the Client has paid any Fees or deposit payable in respect of such Products or Services; and
  - (ii) withhold delivery of Services until the Client has paid an invoice in respect of such Services.

### 3 CLIENT OBLIGATIONS

- (a) (**General**) The Client must provide BlindBliss with all documentation, information and assistance reasonably required for BlindBliss to perform the Services.
- (b) (**Liaison**) The Client agrees to liaise with BlindBliss as it reasonably requests for the purpose of enabling BlindBliss to provide the Services.
- (c) (**Ownership**) The Client warrants that it is the owner of the Site or has obtained authority from the owner/s of the Site for the Services to be performed on the Site.
- (d) (**Access to Site**) The Client agrees to provide BlindBliss with access to the Site and the Client's personnel, to the extent reasonably required by BlindBliss to perform the Services.

- (e) **(WH&S)** The Client must ensure that the Site complies with Work Health and Safety standards and is otherwise in a suitable condition for BlindBliss personnel to perform the Services.

#### 4 **CLIENT SUPPLIED GOODS AND EXISTING CONSTRUCTION**

If in performing the Services, BlindBliss is required to use any materials and/or goods supplied by the Client (**Client Supplied Goods**):

- (a) the Client accepts the risk of defects or deficiencies in such goods and/or materials;
- (b) BlindBliss will not be required to investigate the suitability, quality or fitness for purpose of existing or proposed materials and/or goods;
- (c) We provide the Services on the assumption that the Customer Supplied Goods are suitable and the location where the Customer Supplied Goods are to be installed is also suitable and adequate to obtain a suitable fixing, including being the correct size and having sufficient structural features to secure the Customer Supplied Goods to the wall or fixture (as the case may be) and to hold the weight of the Customer Supplied Goods;
- (d) If the Customer Supplied Goods are faulty, or the area in which the Customer Supplied Goods is not suitable, in our reasonable opinion, to install the Customer Supplied Goods, we may not be able to conduct the Services and you will still be liable for the Fees; and
- (e) the Client will be required to pay the Additional Work Rate if it requests that BlindBliss correct any defects or issues with such materials and/or good.

#### 5 **WORK TIMES**

- (a) **(Work times)** The Client acknowledges and agrees that BlindBliss will provide the Services between 9:00 and 18:00 on weekdays (**Work Hours**).
- (b) **(After Hours)** If the Client requires Services to be performed After Hours, including where the Client fails to make the Site available during Work Hours, the Client will be required to pay the After Hours Rate specified in the Client Form.
- (c) **(Additional Work)** If the Client requires any services additional to those agreed in the Client Form, that work will be performed at the Additional Work Rate set out in the Client Form.

#### 6 **PAYMENT**

##### 6.1 **FEES**

The Client must pay to BlindBliss fees in the amounts and at the times set out in the Client Form or as otherwise agreed in writing.

##### 6.2 **INVOICES**

Unless otherwise agreed in the Client Form:

- (a) if BlindBliss issues an invoice to the Client, payment must be made by the time(s) specified in such invoice; and
- (b) in all other circumstances, the Client must pay for all goods and services within 2 weeks of receiving an invoice for amounts payable.

##### 6.3 **PAYMENT METHOD**

The Client must pay Fees using the fee payment method specified in the Client Form.

##### 6.4 **VAT**

Unless otherwise indicated, amounts stated in a Client Form do not include VAT. In relation to any VAT payable for a taxable supply by BlindBliss, the Client must pay the VAT subject to BlindBliss providing a tax invoice.

## 6.5 LATE PAYMENT AND DEBT RECOVERY

If the Client does not pay an amount due under this Agreement on or before the date that it is due:

- (a) BlindBliss may seek to recover the amount due by referring the matter to debt collectors; and
- (b) the Client must reimburse BlindBliss for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under these terms.

## 7 PRICING

- (a) The Client acknowledges that despite BlindBliss's reasonable precautions, Products may be listed at an incorrect price, or with incorrect availability and/or other information, due to typographical errors and/or oversight. In such circumstances, BlindBliss reserves the right to substitute the Products with a comparative product, if agreed by the Client or cancel Client Form, even if the Client Form has been paid for and previously accepted by BlindBliss.
- (b) If BlindBliss cancels a Client Form in accordance with 7(a), BlindBliss will, as soon as practicable, contact the Client and issue a refund for any payment the Client has made for the cancelled order.
- (c) BlindBliss will endeavour to make any refund under this clause using the same payment method as the payment method used by the Client during the original purchase.

## 8 PRODUCT INFORMATION

BlindBliss endeavours to ensure that the descriptions and specifications in relation to the Products on its website or in catalogues are accurate. However, photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue are based on information provided by manufacturers and suppliers and, as such BlindBliss does not guarantee that those descriptions and specification are accurate or free from errors or omissions, except to the extent required by applicable law. BlindBliss reserves the right to make any necessary corrections to the descriptions or specifications without notice.

## 9 INSTALLATIONS

### 9.1 INSTALLATION DATES

- (a) Any lead times or estimated installation dates are estimates only and may be subject to change.
- (b) Whilst we will use our best endeavours to give you an estimate of when we can install your Products, we cannot make any guarantees as to the date on which we will conduct the Services and install the Products (**Installation Date**) until we have received your Products and agreed such date with you in writing the Installation Date.
- (c) We will contact you when your Products arrive to arrange the Installation Date at a mutually agreeable time.
- (d) BlindBliss will be entitled to change the Installation Date:
  - (i) by giving the Client 2 days' notice; or
  - (ii) on the date of the installation, if weather conditions, lack of access or other circumstances beyond BlindBliss' control, do not permit the Services to be carried out.

### 9.2 INSTALLATION REQUIREMENTS

- (a) On the Installation Date, the Client must:
  - (i) be present at the Site and, if reasonably requested by BlindBliss, remain there while the installation is being carried out;
  - (ii) ensure that the Site is clean and ready for BlindBliss to carry out the Services, including but not limited to clear of any obstacles to easily and readily access

the Site for the purpose of providing the Services, such as moving any furniture in the way of our access; and

- (iii) if the Client is not at the Site on the Installation Date and/or the Site is not clean and ready, BlindBliss will be entitled to charge the Client a call-out fee for each member of BlindBliss' personnel who were booked to attend the Site.
- (b) The Fee is based on the following assumptions:
- (i) that the area in which the Products are to be installed will be in the same condition as when the relevant quote for the Services was provided – any changes to the area may affect the size and therefore whether the Products will fit – we will not be responsible for any losses you suffer in this circumstance;
  - (ii) the area around where the Products are to be installed is unobstructed and of standard construction with no cables or pipes under the surface in the relevant area;
  - (iii) the walls, window frames or other material on to which we need to install the Products (including but not limited to installing or fixing ancillary fixtures such as hooks) are in a condition that allows us to easily obtain good fixings for the tracks, poles and battens;
  - (iv) you have removed all ornaments, appliances and other objects in the immediate working area; and
  - (v) none of the areas or items in to which we are Installing the Products have any warranties or guarantees that will be invalidated by the Installation; and
  - (vi) that we will have access to the Site (including but not limited to available, free parking) on the Installation Date.

### 9.3 DAMAGE

- (a) The Client acknowledges the installation might occasion minor damage to the Site. Where such damage occurs, BlindBliss will use its best endeavours to repair the damage however will not be liable for any minor damage or for damage arising out of any pre-existing conditions of the Site.
- (b) If the Services includes the removal of any existing fixtures or fittings we will use our best endeavours to minimise any damage to the surrounding area. You acknowledge and agree that unless we have agreed in writing to repair after the removal, we will not:
  - (i) Repair any damage caused in the removal of the fixtures or fittings; and
  - (ii) Will not be liable to you for such damage.
- (c) It is up to you to tell us if you know of any cables or pipes hidden in the wall, and we will not be held responsible for striking such fittings as part of the Services.
- (d) Where the Client incurs costs repairing any damage to the Site occasioned during the installation, whether by employing third parties to conduct repairs or otherwise, BlindBliss will not be liable for such costs, unless BlindBliss agrees to remedy such damage in advance in writing.

### 10 TITLE AND RISK

- (a) Until the price of Products is paid in full, title in those Products is retained by BlindBliss.
- (b) Risk in the Products will pass to the Client on delivery or on completion of purchase.

### 11 DELIVERY

- (a) Unless otherwise indicated, amounts stated in Client Forms include delivery as part of the Services, to the Site set out on the Invoice.
- (b) If BlindBliss is unable to complete the delivery within the agreed time schedule due to the Client's absence or other fault of the Client, the Client will be liable for all charges and costs incurred, including but not limited to warehousing, transportation and redelivery.

- (c) BlindBliss may, at its discretion, deliver the Products to the Client in any number of instalments.

## 12 WARRANTY, DEFECTIVE PRODUCTS AND ACCEPTANCE

### 12.1 WARRANTY

- (a) We warrant that all Products will be free from material defects for a period of 12 Months from delivery of the Products to you (some products may have a longer warranty period, please contact us to confirm).
- (b) The warranty given in this clause 12.1 does not apply to any of the following:
  - (i) any defects in the Products arising from fair wear and tear, wilful damage, abnormal storage, negligence by you or any third party, failure to use the Products in accordance with the instructions, any unauthorised alterations or repairs or any specification provided by you;
  - (ii) any Customer Supplied Goods;
  - (iii) any thermal cracking or glazing defects that occur in respect of Products with dim out or black out fabrics.
- (c) If the Products are not defective, or have been modified, misused or the subject of negligence, you will be responsible for the payment of our charges on a time and material basis in respect of any repairs and collection and return of the Goods which we agree to carry out at your request.
- (d) Our Services are guaranteed for a period of 12 months unless:-
  - (i) we need to customise Products which are installed as part of the relevant Services beyond the manufacturers original specifications;
  - (ii) the fittings you require or request we use as part of the Services do not support the weight of the Products;
  - (iii) the site in which we are to install the Products as part of the Services is not suitable for the installation of the Products, and we have notified you of this prior to carrying out the Services; or
  - (iv) Except where done so by Blind Bliss, a person has removed or refitted the Products.
- (e) When we supply blinds with dim out or black out fabrics, these can cause a significant thermal build up which may cause thermal cracking. There can be a number of reasons for a failure in glazing, such as installation issues on the window, installation issues with the Product, glazing defects (thermal cracking/stress cracks) thermal build up, or a combination of events. We therefore strongly advise that you follow the instructions given upon installation, in particular to not leave these blinds closed for long periods in direct sunlight.

### 12.2 DEFECTIVE PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our website [www.blindbliss.co.uk](http://www.blindbliss.co.uk) (**Website**) or in the samples we demonstrate (**Samples**), or as otherwise agreed with you in writing prior to you placing your Order. Please note that:
  - (i) due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website; and
  - (ii) the information and photographs contained on our Website and in the Samples are provided for illustrative purposes only, and the installed Product may appear different due to various factors outside of our control, such as the natural and artificial lighting in the Site, surrounding aesthetics, and location and size of windows.

- (b) All of our Products are supplied to the relevant standard and Product characterisation as set out by the BBSA, which can be provided upon request.
- (c) We are required by law to install Products with safety features, and will not supply Products, nor install any products (whether our Products or Customer Supplied Goods) without the required safety features. The inclusion of any safety features on the Products is not a defect and we will not accept any returns or grant any refunds if you do not accept a Product because it has a safety feature.
- (d) Whilst we use every effort to ensure the Products are consistent in every respect with the Samples or any other description we have sent to you, minor or immaterial variations or changes in colour or pattern may occur, including but not limited to natural variations in colour of fabric where a natural fabric is used. Such variations shall not deem the Products faulty.
- (e) Where a Product is referred to as “black out”, please note that this refers to the fabric used not being transparent, and does not imply or guarantee that the Product will block out all light completely, and light may enter from around the edges of the Product. Unless explicitly confirmed by us in writing, we make no representations that the Products will ensure total obstruction or “blacking out” of light into the Site.
- (f) In addition, where multiple Products are installed together side-by-side, particularly in bay windows and corners, the chance of light entering into the room is increased. By placing an Order, you accept such risk, and this shall not be deemed a fault (in either the Products or Services).
- (g) Motorised Products may have variations in motor speeds (within a certain tolerance) and therefore motorised Products in the same room may operate at different speeds.
- (h) The *Consumer Rights Act 2015* gives you certain legal rights (also known as ‘statutory rights’) if you are purchasing Products for personal use. The Products we provide to you must be as described, fit for purpose and of satisfactory quality.
- (i) Nothing in these terms shall limit your statutory rights. We are under a legal duty to supply you with Products that are in conformity with this contract (subject to your Order being accepted and confirmed).
- (j) Where the Client considers that any Products provided by BlindBliss are defective, the Client must, within a reasonable time of receiving the Products, inform BlindBliss of that fact in writing.

### 12.3 CLIENT’S OBLIGATIONS

Where Products are the subject of a notice under clause **Error! Reference source not found.:**

- (a) the Client must, at BlindBliss’s option:
  - (i) leave the Products in the state and condition in which they were delivered until such time as BlindBliss or its duly authorised agent has inspected the Products; or
  - (ii) send BlindBliss photographs, descriptions or other material evidencing the defects in the Products at [contact@blindbliss.co.uk](mailto:contact@blindbliss.co.uk);
- (b) BlindBliss will inspect the Products and/or evidence of defects in the Products within a reasonable time after notification by the Client; and
- (c) if paragraph 12.3(a) is not complied with, the Client will be taken to have accepted the Products and BlindBliss will be entitled to the price for the Products set out in any Client Form.

### 12.4 REPAIRS OR REPLACEMENTS OF DEFECTIVE GOODS

If, upon inspection, in the reasonable opinion of BlindBliss:

- (a) the Products are defective; and
- (b) the Products were not damaged by the Client and/or the Client did not fail to take reasonable steps to prevent the Products from becoming damaged; or

- (c) the Products are otherwise not in conformity with the Client Form, then at the discretion of BlindBliss, we will:
  - (i) repair the Products; or
  - (ii) replace the Products or supply the equivalent of the Products.

#### 12.5 GOODS CONSIDERED NOT TO BE DEFECTIVE

- (a) We will inspect Products at a natural viewing distance, not up close or magnified. Products may contain small imperfections within the materials which can only be identified upon close inspection and are within the relevant commercial standards as set out by the BBSA.
- (b) If, upon inspection, in the reasonable opinion of BlindBliss:
  - (i) the Products are not defective; or
  - (ii) the Products are defective due to an act or omission of the Client, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care by the Client; and
  - (iii) the Products are otherwise in conformity with the Client Form, BlindBliss will refuse the Client's return, the Client will be taken to have accepted the Products and BlindBliss will be entitled to the price for the Products set out in any Client Form.

#### 12.6 ACCEPTANCE

Except where notice has been given in accordance with clause **Error! Reference source not found.**, acceptance of the Products is deemed for all purposes to have taken place:

- (a) when the Client makes known to BlindBliss that it has accepted the Products;
- (b) when the Client, after delivery of the Products, does any act in relation to them which is inconsistent with BlindBliss' ownership of the Products; or
- (c) when the Client alters the Products.

#### 12.7 WEAR AND TEAR

Products that have been subject to regular wear and tear will not be considered to be defective.

#### 12.8 NO REFUNDS

- (a) Because our Products are made to order, we do not offer refunds or cancellations for change of mind.
- (b) Nothing in this clause shall limit your rights if the Products or Services are faulty.

#### 12.9 YOUR RIGHTS

- (a) The *Consumer Rights Act 2015* says:
  - (i) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
  - (ii) if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
  - (iii) if a time hasn't been agreed upfront, it must be carried out within a reasonable time.
- (b) This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- (c) For more detailed information on your rights and what you should expect from us, please:
  - (i) contact us using the contact details at the top of this page; or
  - (ii) visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

- (d) Nothing in this contract affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.
- (e) If the services we have provided to you are faulty or defective, please contact us using the contact details in your Client Form.

### 13 CHANGES

- (a) The Client must pay additional service fees for changes to Services requested by the Client which are outside the scope set out in the relevant Client Form (**Changes**).
- (b) Unless otherwise agreed in writing, BlindBliss may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

### 14 THIRD PARTY GOODS AND SERVICES

- (a) If BlindBliss is required to acquire goods or services supplied by a third party, the Client may be subject to the terms and conditions of that third party ('**Third Party Terms**').
- (b) Provided that BlindBliss has notified the Client of such Third Party Terms and provided the Client with a copy of those terms, the Client agrees to any Third Party Terms applicable to any goods or services supplied by a third party that the Client or BlindBliss acquires as part of providing the goods or services and BlindBliss will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- (c) The Client has the right to reject any Third Party Terms. If the Client rejects the Third Party Terms, BlindBliss cannot provide the Products or Services to the Client and clause **Error! Reference source not found.** will apply.

### 15 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) This clause 15 does not apply to:
  - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
  - (ii) information required to be disclosed by any law; or
  - (iii) information disclosed by BlindBliss to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.
- (c) In this clause, Confidential Information means any information which is disclosed to or otherwise comes to be known by each party, whether before or after the date of this agreement, which is in fact or which is reasonably regarded by the disclosing party as confidential.

### 16 PRIVACY

We will collect and process your personal data in accordance with our Privacy Policy, which is available here: [www.blindbliss.co.uk/privacy-policy](http://www.blindbliss.co.uk/privacy-policy).

### 17 LIABILITY

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) To the maximum extent permitted by the applicable law, neither BlindBliss, nor any of BlindBliss' employees, contractors, directors, officers or agents (**Personnel**) will be liable to the Client for:

- (i) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by the Client, even if BlindBliss or any of its Personnel have been advised of their possible existence, arising in connection with the provision of the Services or this agreement; nor
  - (ii) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with the provision of the Services or this agreement.
- (c) Without prejudice to the limitation of liability provisions above, in the event that the Client incurs any loss, damage or expense arising out of this agreement, the Client agrees that BlindBliss' maximum liability to the Client shall be limited to either (a) the total amounts paid by you to us for the provisions of the Services listed in the Client Form under which the liability arose, or (b) where the liability does not relate to the Services listed in the Client Form, the sum of £500.
- (d) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement or in connection with the provision of the Services including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in England and Wales (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

## 18 SUBCONTRACTING

BlindBliss may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

## 19 END OF THE CONTRACT

If this Agreement is ended it will not affect our right to receive any money which you owe to us under this Agreement.

## 20 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## 21 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
  - (i) reasonable details of the Force Majeure Event; and
  - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 21(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

- (c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
  - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strikes or other industrial action outside of the control of the Affected Party;
  - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
  - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

## 22 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,
 whichever is earlier.

## 23 GENERAL

### 23.1 GOVERNING LAW

This Agreement is governed by the law applying in England and Wales.

### 23.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales, and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 23.3 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

### 23.4 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

### 23.5 RELATIONSHIP

- (a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between BlindBliss and the Client or any of their respective employees, agents or contractors.

- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

23.6 AMENDMENTS

This Agreement may only be amended by a document signed by each party.

23.7 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.8 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

23.9 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.