



BRITISH BLUE CATTLE SOCIETY
Volume 4 – Revised 1st December 2013)

**TERMS AND CONDITIONS OF SALE INCORPORATING BULL AND
FEMALE BREEDING WARRANTIES**

**For use at Public Auction sales held under the auspices of the
British Blue Cattle Society
Based on the National Cattle Breeders Association Warranties**

IMPORTANT

These Terms and Conditions of Sale (hereinafter referred to as "Terms") contain provisions by way of exclusion and limitation of liability in favour of the Vendor

1. DEFINITIONS

1.1 In these Terms:

"FERTILE" in respect of a female animal means capable of conceiving by natural service and of carrying a calf for twelve weeks and the words "INFERTILE", "FERTILITY" and "INFERTILITY" shall be construed accordingly.

"INCAPABILITY" in respect of a bull means incapability of getting stock by natural service and the words "CAPABILITY", "CAPABLE" and "INCAPABLE" shall be construed accordingly.

"MAIDEN HEIFER" means a heifer, which has never been served, by natural means or artificial insemination.

"PURCHASER" means:

- a) the successful bidder for any animal in the sale, or
- b) the successful bidder together with such one or more persons with whom the said bidder is in partnership, or engaged in a joint venture, and whose names shall have been notified to the Auctioneers on the day of the sale

"SERVICE" without qualification means both service by natural means and service by artificial insemination and the words "SERVE" and "SERVED" without qualification shall be construed accordingly.

"SHIPMENT" means the sending or taking of an animal outside the United Kingdom.

“TERMS” means the standard terms and conditions of sale set out herein and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Vendor and the Purchaser in accordance with Clause 2.3 hereof.

2. BASIS OF THE CONTRACT

- 2.1 These Terms shall (subject to Clause 2.2 hereof) form the basis of the Contract between the Vendor and the Purchaser and from the said Contract all conditions and warranties implied under the **Sale of Goods Act 1979** or any other statutory enactment or implied by law or custom are expressly excluded subject to the **Unfair Contract Terms Act 1977** or any statutory re-enactment or modification thereof.
- 2.2 These Terms may not be varied in any way except by an announcement by the Auctioneers before or at the time of the sale and, apart from such announcement, no servant or agent of the vendor has authority to make any representation, waiver or variation of or inconsistent with any of these Terms or to make any collateral contract or other arrangement to which these Terms do not apply.
- 2.3 The British Blue Cattle Society does not accept any liability arising out of the use or application or form of these Terms.
- 2.4 Only animals owned by a member of the British Blue Cattle Society and entered in the Herd Book of the Society or registers supplementary thereto shall be offered for Sale under these Terms.

3. GENERAL WARRANTIES

- 3.1 Each animal offered for sale has been bred by the Vendor unless otherwise stated in the Sale Catalogue or by the Auctioneers at the time of sale.
- 3.2 The Vendor guarantees the identity, correctness of pedigree, history and description of each animal submitted for sale and contained in the Sale Catalogue (including all flushings for embryo transfer, caesarean operations and calvings recorded) save to the extent that any miss-description would be apparent on inspection or unless specifically amended by an announcement by the Auctioneers before or at the time of the sale.

4 BULL BREEDING WARRANTY

- 4.1 Subject to the provisions of Clauses 4.2, 4.3, 6, 8 and 11 hereof each bull over the age of ten months at the date of the sale is sold with a warranty by the Vendor that it is capable of getting stock by natural service from twenty months of age which shall be deemed to be fulfilled as soon as six Females or fifty per cent of the herd whichever shall be the lesser number of the animals put to the bull are in calf to the bull by natural service subsequent to the sale.
- 4.2 **TRIAL PERIOD.** The Purchaser shall give the bull sufficient time and opportunity to prove itself capable of getting stock by natural service while applying the standards of good husbandry and management, including the Society’s “Conditions of Warranty” Bylaw shown below, and subject to Clause 4.3 hereof, in any event within six calendar months of the date of the sale or within six calendar months of attaining the age of twenty months (whichever is the later).

4.3 "Conditions of Warranty" Bylaw

1. The bull is not used within 14 days of the date of purchase.
2. Ensure that the bull is in „Breeding condition“ before use.
3. When the bull is first used, try it with 1-2 smaller cows first, in a yard on a non-slip surface, so he is introduced to service gradually and safely. Observe him closely to ensure that he is inseminating the cow properly, thus giving the opportunity to identify any possible problems at an early stage, this being very much in the purchaser’s interest.
4. Once you are satisfied that these cows are not returning then put the bull out with the rest of your cows. 20 to 25 cows is a maximum in the first year.
5. British Blues bulls are warranted fertile from 20 months of age. The Bull is not warranted if it is used prior to this age.
6. It is a fact that „British Blues“ as a breed, sexually mature, 4-5 months later than some other breed’s please bear this in mind.

Failure to observe the above will invalidate a claim under the Bull Breeding Warranty

- 4.3 A claim for infertility or unsatisfactory mating performance will not normally be accepted, in the case of an inexperienced bull, until he has been allowed a minimum of three natural heat cycles with the females.
- 4.4 A warranty claim will not be upheld if a bull has lost more than 25% of its sale weight at the time of salvage, based on a 55% killing out percentage.

- 4.5 **DEFERMENT OF THE COMMENCEMENT OF THE TRIAL PERIOD.** If upon purchase of the bull, it is found impracticable for the Purchaser to try the bull fairly, within the period stated in clause 4.1 above, due to the purchasers normal calving programme, the purchaser shall ON THE DAY OF THE SALE, or within the next seven days, give the auctioneer notice IN WRITING of the month in which it is proposed to commence using the bull. AT THE DISCRETION OF THE VENDOR (in consultation with the auctioneer, if applicable), the vendor may extend the date of commencement of the Trial Period to the first day of the month in which the Purchaser has notified the vendor as in clause 4.2. Acceptance or otherwise of the purchasers written request, shall be conveyed to the purchaser, by the auctioneer, in writing, within seven days of the request being made.

NB. The maximum time allowed for extending the trial period is three months from the date of the sale, or the bull attaining 20 months of age, whichever is the later.

THE PURCHASER SHOULD NOTE THE TIME LIMIT FOR CLAIMS IN CLAUSE 8.1.2.1 BELOW.

5. FEMALE BREEDING WARRANTIES

Subject to the provisions of Clauses 6, 8 and 11 hereof.

5.1 **MAIDEN HEIFERS**

Every maiden heifer over the age of twelve months at the date of the sale is sold with warranties by the Vendor.

- 5.1.1 that it shall be fertile up to the age of 28 months, which warranty shall be deemed to be fulfilled as soon as such animal is certified by a Veterinary Surgeon to be not less than twelve weeks

pregnant, PROVIDED ALWAYS that no claim under this warranty shall be admitted before the animal reaches the age of twenty-eight months (except in a case where a Veterinary Surgeon certifies that it is suffering from an abnormality or malfunction of the reproductive system which will permanently prevent fertility, following Veterinary treatment if deemed appropriate, by either party.) and

5.1.2 that it is not in calf.

5.2 HEIFERS RECENTLY SERVED

Every heifer over the age of twelve months at the date of the sale and described in the Sale Catalogue or by the Auctioneers at the time of the sale as having been served less than twelve weeks prior to the date of the sale is sold with warranties by the Vendor.

5.2.1 that it shall be fertile up to the age of twenty-eight months, which warranty shall be deemed to be fulfilled as soon as such animal is certified by a Veterinary Surgeon to be not less than twelve weeks pregnant PROVIDED ALWAYS that no claim under this warranty shall be admitted before the animal reaches the age of twenty-eight months (except in a case where a Veterinary Surgeon certifies that it is suffering from an abnormality or malfunction of the reproductive system which will permanently prevent fertility) and

5.2.2 that if it is in calf, it is in calf to the bull described in the Sale Catalogue or by the auctioneers at the time of the sale PROVIDED ALWAYS that no warranty is given or to be implied that such heifer is in calf at the time of the sale.

5.3 COWS UNSERVED

Every cow, under the age of eight years at the date of the sale and described in the sale Catalogue or by the Auctioneers at the time of the sale as unserved since last calving is sold with warranties by the Vendor.

5.3.1 that it shall be fertile for a period of twenty-six weeks, from the date of the sale, which warranty shall be deemed to be fulfilled as soon as such animal is certified by a Veterinary Surgeon to be not less than twelve weeks pregnant, and

5.3.2 that it is not in calf.

5.4 COWS RECENTLY SERVED

Every cow, under the age of eight years at the date of the sale and described in the sale Catalogue or by the Auctioneers at the time of the sale as having been served less than twelve weeks prior to the date of the sale is sold with warranties by the Vendor

5.4.1 that it shall be fertile for a period of twenty-six weeks from the date of the sale, which warranty shall be deemed to be fulfilled as soon as such animal is certified by a Veterinary Surgeon to be not less than twelve weeks pregnant, and

5.4.2 that if it is in calf it is in calf to the bull described in the Sale Catalogue or by the Auctioneers at the time of the sale PROVIDED ALWAYS that no warranty is given or to be implied that any such cow is in calf at the time of the sale.

5.5 FEMALES IN CALF

Every cow or heifer stated in the Sale Catalogue or by the Auctioneers at the time of the sale to have been served on a date ("the service date") not less than twelve weeks before the date of the sale is sold with warranties by the Vendor

5.5.1 that it is in calf, and

5.5.2 that it is in calf to the bull described in the Sale Catalogue, or by the Auctioneers at the time of the sale, and

5.5.3 that the expected calving date will be within a period of 279 to 307 days of the service date.

5.6 **FEMALES "RUNNING WITH BULL"**

Every cow or heifer described in the Sale Catalogue or by the Auctioneers at the time of the sale as "running with the bull" up to a date not later than twelve weeks before the sale is sold with warranties by the Vendor

5.6.1 that it is in calf, and

5.6.2 that it is in calf to the bull described in the Sale Catalogue or by the Auctioneers at the time of the sale, and

5.6.3 that it is in calf to a service date at any time between the dates stated in the Sale Catalogue or by the Auctioneers at the time of the sale and that the latest expected calving date will be within a period of 279 to 307 days of the last possible service date.

5.7 **FEMALES WITH VETERINARY SURGEON'S CERTIFICATE OF POSITIVE PREGNANCY DIAGNOSIS**

N.B. Scanning is not accepted as proof of pregnancy diagnosis less than 12 weeks.

Every cow or heifer stated in the Sale Catalogue or by the Auctioneers at the time of the sale to be sold with a veterinary surgeon's certificate of positive pregnancy diagnosis is sold with warranties by the Vendor.

5.7.1 that it is in calf, and

5.7.2 that it is in calf to the bull described in the Sale Catalogue or by the Auctioneers at the time of the sale and

5.7.3 that the expected calving date will be within a period of 279 to 307 days of the service date stated in such Certificate notwithstanding that the said cow or heifer would not otherwise be sold with the benefit of the above warranties.

THE PURCHASER SHOULD NOTE THE TIME LIMIT FOR CLAIMS IN CLAUSE 8.1.2 BELOW

6. LIMITATIONS ON THE APPLICATION OF WARRANTIES

6.1 None of the warranties in Clauses 4 and 5 above shall apply

6.1.1 to any cow or heifer which has been subjected after birth or is subjected after the sale to any process involving the technique of embryo transfer, unless that animal's subsequent natural breeding record (as declared in the Sale Catalogue) indicates not less than one natural calving since the said embryo transfer, unless specifically warranted by the vendor.

6.1.2 to any cow or heifer, which has undergone a caesarean operation (as declared in the Sale Catalogue) unless that animal's subsequent natural breeding record (as declared in the Sale Catalogue) indicates not less than one natural non-surgical calving

- since the said operation
- 6.1.3 to any cow or heifer which is declared by the Vendor to be a twin to a bull, unless before the sale pregnancy has been certified in writing by a Veterinary Surgeon following rectal examination or the animal has produced a full term calf
 - 6.1.4 to any animal, which has not been maintained by the Purchaser at all, times since purchase in a **normal breeding condition**, in accordance with the rules and practice of good animal husbandry and management
 - 6.1.5 to any animal purchased for export outside the United Kingdom and the Republic of Ireland unless a claim shall have been notified within the time limits imposed by Clause 8.1.2 hereof and proved correct (after all examinations and procedures deemed necessary by the Veterinary Surgeon appointed under these Terms has been carried out) before the date on which shipment of the animal takes place.
 - 6.1.6 to any animal, which has been rejected at the date of the sale by the British Blue Cattle Society, Society Inspector or Inspectors, appointed for the purpose of that sale
 - 6.1.7 to any Bull that is used prior to twenty months of age.
 - 6.1.8 to any animal which after the sale has contracted an illness or suffered an injury which may affect its fertility or capability as the case may be after the sale
 - 6.1.9 to any animal, which does not remain the property of the Purchaser unless it was purchased by means of a hire purchase agreement and the title to, but not the right to possession of the animal has therefore been transferred to a finance or other hire purchase company
 - 6.1.10 to any animal, which does not survive until the completion of all examinations and procedures, deemed necessary by the Veterinary Surgeons appointed under Clauses 8, 9 and 10 hereof.
- 6.2 No warranty is given or to be implied that a cow or heifer will carry full term or deliver a live or viable calf.

7. UDDER AND CLEANSING WARRANTIES

Unless otherwise stated by the Auctioneers at the time of the sale.

- 7.1 every cow in calf or in milk, and every heifer in milk at the time of the sale, is sold with a Warranty that it is sound in the udder and teats at the time of the Sale PROVIDED ALWAYS that any claim under this warranty shall be made to the Auctioneers not later than one hour from the close of the sale and if the Auctioneers in their absolute discretion (having taken such veterinary advice as may be appropriate) decide that the udder is not sound in all respects, the sale of such animal shall be cancelled, and
- 7.2 every freshly calved cow or heifer is sold with a warranty by the Vendor that it has satisfactorily cleansed before the sale PROVIDED ALWAYS that:
 - 7.2.1 any claim under this warranty shall be made, accompanied by a Veterinary Surgeon's Certificate, to the Auctioneers not later than three days from the date of the sale, and
 - 7.2.2 without prejudice to the rights of the Purchaser set out in Clause 11 hereof, the Purchaser shall have the right to arrange such

veterinary treatment to the animal (the cost of which shall be borne by the Vendor) as may rectify the animal's condition.

8. CLAIMS AND TIME LIMITS

- 8.1 A claim by a Purchaser under any of the above warranties shall not be valid unless:
- 8.1.1 the animal remains the property of the Purchaser except where it was purchased by means of a hire purchase agreement and the title to but not the right to possession of the animal has therefore been transferred to a finance or other hire purchase company
 - 8.1.2 the Purchaser shall have given notice in writing to the Auctioneers of the intended claim as soon as evidence supporting the claim comes to the Purchaser's notice and in any event within the following time limits:
 - 8.1.2.1 Under Clause 4
in the case of a bull:
within six calendar months:
 - (a) from the date of the sale; or
 - (b) from the date when the bull attains the age of twenty months; or
 - (c) from the date of the commencement of the trial period stated in Clause 4.3 above whichever is the later date
 - 8.1.2.2 Under Clause 5.1.1 and 5.2.1
in the case of a maiden heifer or a heifer recently served:
 - (a) within three calendar months from the date of the sale; or
 - (b) within one calendar month from the date when the heifer attains the age of twenty eight months whichever is the later date
 - 8.1.2.3 Under Clause 5.1.2 and 5.3.2
In the case of a maiden heifer or a cow, which was sold as unserved, and which subsequently proves to be in calf: within twenty-six weeks from the date of the sale.
 - 8.1.2.4 Under Clause 5.3.1
In the case of a cow sold as unserved since last calving and which proves infertile: within twenty-six weeks from the date of the sale.
 - 8.1.2.5 Under Clause 5.4.1
In the case of a cow sold as recently served and which proves infertile: within twenty-six weeks from the date of the sale.
 - 8.1.2.6 Under Clauses 5.2.2 and 5.4.2
In the case of a cow or heifer which, although not warranted to be in calf, produces a calf to a bull other than that stated to be the service sire: within fourteen days from the calving date.
 - 8.1.2.7 Under Clauses 5.5.1, 5.6.1 and 5.7.1
In the case of a cow or heifer sold as being in calf or sold as running with the bull, and which proves not to be in calf: within twenty-eight days from the date of the sale.
 - 8.1.2.8 Under Clauses 5.5.2, 5.6.2 and 5.7.2
In the case of a cow or heifer which, having been warranted to be in calf, produces a calf to a bull other than that stated as the service sire in the sale Catalogue or by the Auctioneers at the time of the sale as the case may be: within fourteen days from the calving

- date.
- 8.1.2.9 Under Clauses 5.5.3, 5.6.3 and 5.7.3
In the case of a cow or heifer which, although in calf, does not calve to the stated service date: within fourteen days from the expected calving date.
- 8.1.2.10 Under Clause 7.1
In the case of a cow or heifer whose udder is not sound: within one hour from the close of the sale.
- 8.1.2.11 Under Clause 7.2
In the case of a cow or heifer which has not satisfactorily cleansed before the sale: within three days from the date of the sale.

Claims Procedure

- 8.1.3 in the case of a claim under Clauses 4, 5.1.1, 5.2.1, 5.3.1 or 5.4.1 the Purchaser shall within thirty days of the receipt of a Bull Fertility Report Form or a Female Fertility Report Form as the case may be, return it to the Auctioneers, completed by a Veterinary Surgeon appointed by the Purchaser
- 8.1.4 the Veterinary Surgeon appointed in accordance with sub-clause 8.1.3 hereof certifies in writing that:
- 8.1.4.1 the animal is in a normal breeding condition, and
- 8.1.4.2 the animal's infertility or incapability as the case may be is not due to illness contracted or an injury suffered, or poor husbandry, after the "fall of the hammer;" and
- 8.1.4.3 in the case of a bull he has examined the cows and heifers on which the bull has been tried and has found them to be in normal breeding condition and that they are not responsible for the bull's incapability, or
- 8.1.4.4 In the case of a cow or heifer, he has examined any bull with which the cow or heifer has been running after the sale and has found the said bull to be capable of getting stock by natural service
- 8.1.5 In the case of a claim under Clause 5.1.2, 5.3.2, 5.5.1, 5.6.1, or 5.7.1 the Purchaser shall when notifying such claim, forward to the Auctioneers a Certificate from the Purchaser's Veterinary Surgeon certifying the animal is or not in calf as the case may be
- 8.1.6 In the case of a claim under Clause 5.2.2, 5.4.2, 5.5.2, 5.6.2, or 5.7.2 the Purchaser shall when notifying such claim forward to the Auctioneers a Report from the Purchaser's Veterinary Surgeon giving his opinion that the animal has produced a calf to a bull other than that stated to be the service sire
- 8.1.7 In the case of a claim under Clause 5.5.3, 5.6.3, or 5.7.3 the Purchaser shall, when notifying such claim, forward to the Auctioneers a Certificate from the Purchaser's Veterinary Surgeon certifying that the animal has not calved to the stated service date
- 8.1.8 Where any claim concerns an animal purchased for export outside the United Kingdom it shall have been notified and proved correct (after all examinations and procedures deemed necessary by the Veterinary Surgeons appointed under these Terms have been carried out) before the date on which shipment takes place or before the relevant period in sub-clause 8.1.2 (whichever shall be

the earlier date)

8.1.9 The animal shall survive at least until the completion of all examinations and procedures deemed necessary by the Veterinary Surgeons appointed under Clauses 8, 9 and 10 hereof

8.2 Where notice of an intended claim is given to the Auctioneers in accordance with sub-clause 8.1.2 the Auctioneers shall immediately inform the Vendor and the British Blue Cattle Society and forward to the Vendor a copy of the relevant Report Form if applicable.

9. EXAMINATION OF ANIMALS

9.1 Upon receipt by the Auctioneers in accordance with sub-clause 8.1.2 of any notice of claim under any of the above warranties the Purchaser shall permit a Veterinary Surgeon appointed by the Vendor to examine the animal should the Vendor desire such examination

10. DISPUTES

10.1 Any dispute as to the condition, fertility or capability of an animal under the warranties contained in these Terms shall be determined by a Veterinary Surgeon appointed by agreement between the Purchaser and the Vendor or in default of such agreement by the Auctioneers.

10.2 The Veterinary Surgeon shall have the power to make such directions including (but without prejudice to the generality of such directions) directions under sub-clause 10.3 below and to make such investigations as he thinks fit and the Purchaser and the Vendor shall comply with such directions and shall co-operate in such investigations and shall provide such records and information to the Veterinary Surgeon as he may require

10.3 If the Veterinary Surgeon so appointed decides that further opportunities are required to prove whether or not a bull is capable of getting stock by natural service or, as the case may be, whether or not a cow or heifer is fertile, he shall direct under what conditions and within what timescale such opportunities shall be afforded, and the Purchaser shall, if so directed by the Veterinary Surgeon, allow the Vendor to remove the animal from the Purchaser's premises and the Vendor shall, if so required by the Veterinary Surgeon, afford such opportunities as the Veterinary Surgeon may direct and shall, before removal of the animal, lodge with the Auctioneers the whole amount of the purchase money (or such part of it as the Purchaser has paid) of the animal, interest thereon to accrue for the benefit of the Vendor pending the outcome of the dispute.

10.4 The Veterinary Surgeon's decision as to the condition, fertility or capability as the case may be of the animal shall be final and binding upon the Vendor and the Purchaser, PROVIDED ALWAYS that the Veterinary Surgeon may decide in favour of the Vendor if in his opinion the cow or heifer would have proved fertile or the bull would have proved capable of getting stock by natural service within the terms and period allowed by the relevant warranty if within that period the appropriate opportunity or veterinary treatment had been given or proper management or principles of good husbandry had been applied.

10.5 If the Veterinary Surgeon decides in favour of the Vendor, then the

Purchaser, or if he decides in favour of the Purchaser, the Vendor shall pay or reimburse all veterinary and laboratory fees and any reasonable transport costs incurred by both parties in the course of the dispute.

11. LIMITATION OF RIGHTS ON BREACH OF WARRANTY

- 11.1 Upon breach of any warranty contained in these Terms the Purchaser shall have the right to return the animal, together with any calf sold at foot or born subsequent to the sale, and recover from the Vendor:
- 11.1.1 the purchase money or such part of it as the Purchaser has paid;
 - 11.1.2 interest thereon calculated on a daily basis at two percent above the Base Lending Rate from time to time in force at Lloyds Bank Plc from the date upon which notice of the claim was received by the Auctioneers to the date of return or the date of disposal of the animal as the case may be;
 - 11.1.3 the expense of transporting any such animal to and from the Purchaser's premises;
 - 11.1.4 the reasonable cost of any such animal's keep from the date on which notice of the claim was received by the Auctioneers to the date of return to the Vendor's premises or the date of disposal of the animal as the case may be, not exceeding the slaughter carcass value of the animal at the date of return, which sum shall be assessed by the Auctioneers, whose assessment shall be final and binding upon the Vendor and the Purchaser;
 - 11.1.5 the reasonable expenses (including laboratory fees) of any Veterinary Surgeon employed for the purposes of investigating the animal's condition, fertility or capability as the case may be and for making a claim under these Terms

BUT THE PURCHASER SHALL HAVE NO RIGHT TO CLAIM DAMAGES FROM THE VENDOR IN RESPECT OF:

- (i) ANY INDIRECT OR CONSEQUENTIAL LOSS SUCH AS (BUT NOT LIMITED TO) LOSS OF PROFITS, OR
- (ii) ANY OTHER LOSS WHATSOEVER.

12. TIME LIMITS

- 12.1 Time shall be of the essence of all Terms in which time limits are prescribed and a claim made under any warranty herein will not be admitted unless made within the prescribed time limit provided that where time limited for any person to do anything expires on a Sunday, Bank Holiday or Public Holiday or on a day following next after any such days then such Sunday, Bank Holiday or Public Holiday shall be excluded from the computation of the time.
- 12.2 In the computation of any period of time before or after the sale or any other event, the day of the sale or other event, as the case may be, shall be excluded.
- 12.3 All periods expressed, as a number of days shall be taken to refer to that number of clear days, and similarly for any period of time.

13. ARBITRATION

- 13.1 Any disputes, other than those determined by the Veterinary Surgeon in accordance with Clause 10 hereof, between Vendor and Purchaser shall be referred in accordance with the provisions of the Arbitration Act 1996 and all statutory modifications thereof for the time being in force to a single arbitrator to be appointed by agreement between Vendor and Purchaser or in default of agreement by the President or a Vice President (or the President's delegate) for the time being of the Royal Institution of Chartered Surveyors.
- 13.2 The party calling for Arbitration shall lodge with the Society the estimated fee to cover the total cost of Arbitration, as determined by the Society, before the Arbitration commences; the losing party bearing the full cost on completion of the process.

14. NOTICES

Any notice required to be served on any person shall be deemed to have been duly served if left at or sent by prepaid first-class post to that person at his last known abode or principal place of business and shall if sent by post to that person at his last known abode or principal place of business be deemed to have been received on the fourth day after the date on which it was sent.

15. GENERAL

- 15.1 If any provision of these Terms is held by any competent Authority or Court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.
- 15.2 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 15.3 The validity, construction and performance of these Terms shall be governed by the Laws of England.

E & OE (01/01/2013)