

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Condition apply in these Conditions.

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: WATERFRONT MANUFACTURING LIMITED

Conditions: these Terms and Conditions of Sale.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.

Custom Made Designs: any Goods which are manufactured or modified by the Company or on the Company's behalf pursuant to the Buyer's specifications or requirements, and/or any modification to, on or in relation to any Goods undertaken by the Company or on the Company's behalf pursuant to the Buyer's specifications or requirements(excluding any embroidery of any Goods).

Delivery Point: the single address for delivery of the Goods specified by the Buyer.

Embroidered Designs: any Goods which are embroidered and/or any embroidery of any Goods by the Company or on the Company's behalf, whether or not such embroidery is undertaken pursuant to the Buyer's specifications or requirements.

Goods: any goods, materials or services which the Company is to supply to the Buyer (including any part or parts of them) which, for the avoidance of doubt includes any sample and/or any sizing set of and for any finished goods or any part or parts thereof.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order,

confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 No Contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer.

3. DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in the Company's acknowledgement of order.
- 3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them, and they shall not form part of the Contract.

4. DELIVERY

- 4.1 Delivery of the Goods shall be made by the Company delivering or arranging for delivery of the Goods in one consignment to the Delivery Point.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages,

charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

- 4.4 If for any reason the Buyer refuses or fails to take or accept delivery of any of the Goods when tendered for delivery, or take any action or make any payment necessary on its part for delivery and/or shipment of the Goods, the Goods shall be deemed to have been delivered and the Company shall be entitled at its option:-
- (a) to store the Goods until actual delivery and charge the Buyer for the related costs (including insurance) of storage; or
 - (b) to terminate the Contract with immediate effect, to dispose of the Goods as the Company may determine and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.
- 4.5 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.6 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 3 working days from when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery, or if the Buyer wrongfully fails or refuses to take delivery of the Goods, from the time when the Company has tendered delivery of the Goods.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
 - (b) all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
 - (c) the proceeds of any such sale shall be held by the Buyer as the Company's bailee and in a fiduciary capacity.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager,

administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade or threatens to cease trading; or
- (c) the Company reasonably apprehends that any of the events mentioned in (a) or (b) above is about to occur to the Buyer and notifies the Buyer accordingly; or
- (d) the Buyer encumbers or in any way charges any of the Goods.

- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Condition 6 shall remain in effect. For the avoidance of doubt, and without prejudice to Condition 15 or any other Condition, upon the occurrence of any one or more of the events set forth in Condition 6.5 (a)-(d); or, if the Buyer is in breach of any Condition and, if such breach is remediable, fails to remedy such breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied, then the Company may exercise any remedy available to it up to and including termination of the Contract, including, without limitation, suspending any further deliveries of the Goods or stopping any of the Goods in transit.

7. PRICE

- 7.1 Any quotation shall not be binding upon the Company. The price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
- 7.2 The price for the Goods shall be exclusive of any value added tax and any and all additional costs or charges related to the Goods including, without limitation, those in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods, subject always to the provisions of Condition 12.

8. PAYMENT

- 8.1 Buyers wishing to open a credit account are required to complete a Credit Account Application Form. Unless and until this application form has been received and the Buyer's credit account approved by the Company in writing, the Company will not consider dispatching an acknowledgment of order to the Buyer without first having received cleared funds for the full amount of the Buyer's order by BACS, credit/debit card or cheque. Credit account Buyers must settle their accounts within the provisions of Condition 8.2 or risk having their credit withdrawn by the Company.
- 8.2 Subject to Condition 8.5, payment of the price for the Goods is due in pounds sterling within 30 days of the date of invoice.
- 8.3 Time for payment shall be of the essence.
- 8.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.5 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

9. QUALITY

- 9.1 Where the Company is not the manufacturer of the Goods, it shall endeavour to transfer the benefit of any warranty or guarantee given to the Company to the Buyer.
- 9.2 The Company warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) if the Buyer has made it expressly known to the Company in the Buyer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in the acknowledgment of order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated.
- 9.3 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit, to the carrier, within 3 days from the time when the Buyer discovers or ought to have discovered the defect; and
 - (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.4 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
 - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are no such instructions) good trade practice; or
 - (c) the Buyer alters or repairs such Goods without the written consent of the Company; or
 - (d) the defect arises from any design defect in any drawing, design or specification supplied or approved by the Buyer.
- 9.5 Subject to Condition 9.3 and condition 9.4, if any of the Goods do not conform any of the warranties in Condition 9.2, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.6 If the Company complies with Condition 9.5 it shall have no further liability for a breach of any of the warranties in Condition 9.2 in respect of such Goods.

10. LIMITATION OF LIABILITY

- 10.1 Subject to Condition 4, Condition 5 and Condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these Conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, Conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to Condition 10.2 and Condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Third Party Rights

The Buyer shall indemnify and hold the Company harmless against any and all liabilities, claims and costs incurred by or made against the Company in connection with the rights of any third party which are the result of work undertaken by the Company on or in relation to the Goods at the Buyer's request.

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of

the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12. Returns, Carriage and Handling Charges and Miscellaneous Information

12.1. Delivery.

Delivery FOC on orders of Goods over £350 (ex VAT) for next working day delivery. Orders up to this amount will incur the Company's standard delivery charge of £10.75 together with a small order charge of £5.00 on orders below £100 (ex VAT). Orders delivered over water and/or to rural areas of Scotland will be subject to an additional surcharge which will be determined at the time of dispatch and delivery of such orders may take up to 3 working days; should the Buyer request expedited delivery in these circumstances, the Buyer will be liable for extra charges which will be determined at the time of dispatch. In all cases, the Company reserves the right to levy a surcharge for the delivery of any part order. Please note that unless otherwise stated, the Company only delivers to the United Kingdom. For non-UK enquiries/deliveries/export orders please call Customer Services.

12.2. Collections.

A charge of £20 per collection plus VAT will be charged to the Buyer's account upon any request for collection within the mainland United Kingdom, save that collections from rural areas of Scotland will incur a surcharge (to be determined upon collection) as will any collections over water.

12.3. Returns.

Other than in accordance with the provisions of Condition 9, and subject to the other provisions of this Condition 12, Goods may only be exchanged, refunded or credited if returned within 30 days of the date of invoice and accompanied by the Buyer's copy of the original delivery note on which the Buyer must indicate which goods have been returned and for what reason. Despite the fact that laundry/cleaning instructions are attached to the Goods, these instructions are only there to assist with long term maintenance and Goods must not be laundered/cleaned by or on behalf of the Buyer prior to returning them to the Company. Goods returned will only be accepted for exchange refund or credit if they are in the condition in which they were received and with all hangers tags and labels attached; Goods not in this condition and/or which appear to the Company to have been laundered/cleaned by or on behalf of the Buyer prior to return will not be exchanged refunded or credited. Buyers should also note that shirts and blouses originally delivered to the Buyer in packets will only be accepted for exchange refund or credit if they are perfectly folded and repackaged in the original packaging materials and are, in the reasonable opinion of the Company, in 100% resaleable condition. Returns received by the Company later than 30 days from the date of invoice will not be exchanged refunded or credited other than by prior arrangement with the Company. Custom Made Designs and/or Embroidered Designs cannot under any circumstances be refunded exchanged or credited. The onus is on the Buyer to ensure that Goods are properly returned; the Company recommends that Buyers use the original outer packaging for the return of the Goods and that Buyers utilise a service for returns which requires the addressee's signature, as the Company cannot accept any responsibility for any damaged, lost or non-delivered Goods or for the late return of any Goods. The Company reserves the right to apply a 10% handling charge to any or all returned Goods and the cost of returning any Goods that the Company is unable to credit will be charged to the Buyer at the Company's usual carriage charges.

12.4. Samples and sizing sets.

A Buyer is entitled to receive one size and one colour of any garment as a sample of each style of garment requested by the Buyer. If requested by the Buyer, a sizing set will then be loaned to the Buyer to ascertain sizing once the Buyer's final choice of style has been made. Sample orders and sizing set orders will be invoiced to the Buyer upon dispatch and will be credited in full against the price of the corresponding Goods ordered and dispatched to the Buyer, provided that they are returned to the Company within 30 days of the date of invoice (unless an extended loan period of up to 60 days from date of invoice has been agreed in advance with the Company). Sample orders and sizing set orders must be returned in the condition in which they were received and with all hangers tags and labels attached. Despite the fact that laundry/cleaning instructions are attached to sample orders and sizing set orders, these instructions are only there to assist with long term maintenance and sample orders/sizing set orders must not be laundered/cleaned by or on behalf of the Buyer prior to returning them to the Company. Sample orders and/or sizing set orders not in this condition and/or which appear to the Company to have been laundered/cleaned by or on behalf of the Buyer prior to return may not be credited. Buyers should also note that shirts and blouses originally delivered to the Buyer in packets will only be accepted if they are perfectly folded and repackaged in the original packaging materials and are, in the reasonable opinion of the Company, in 100% resaleable condition. For sample orders and/or sizing set orders that are not returned in accordance with these provisions, the relevant invoices will not be credited and will become immediately payable. The onus is on the Buyer to ensure that sample orders and/or sizing set orders are properly returned; the Company recommends that Buyers use the original outer packaging for the return of sample orders and/or sizing set orders and that Buyers utilise a service for returns which requires the addressee's signature, as the Company cannot accept any responsibility for any damaged, lost or non-delivered sample orders and/or sizing set orders or for their late return. No delivery or collection charges are payable with respect to sample orders or sizing set orders, but since a Buyer is limited to receiving and returning one sample order or one sizing set order per style of garment requested by the Buyer, any additional order from the Buyer for the same style of garment will be treated by the Company as an order for the corresponding Goods, with deliveries and collections being charged to the Buyer at the Company's usual carriage rates and with return(s) incurring a 10% discretionary handling charge.

12.5. Return of Goods for embroidery.

The Buyer must require each of the individuals for whom garments have been ordered and delivered to try on the garments for size before the appropriate garments may be returned to the Company for embroidery. Garments which fit the appropriate individuals must then be labelled with their names by the Buyer. All name labels must be firmly affixed to the corresponding garments as the Company will not embroider any garment which is returned without an affixed name label. Garments which do not fit the appropriate individuals will need to be exchanged by the Company prior to embroidering. When returning any such garments to the Company, the Buyer must not affix any name labels thereto. All garments being returned for embroidery or exchange, as applicable, must be returned according to the timeliness and garment care criteria for Goods stipulated in Condition 12.3 in order for the appropriate invoices to be credited. Please note that any garment which has been embroidered may not be returned. A delivery of Goods which have been embroidered by the Company will be FOC on orders over £350 (ex VAT) but any request by the Buyer for Goods to be exchanged prior to their being embroidered by the Company will incur delivery, collection and handling charges at the Company's usual rates. In order to avoid incurring significant repeat carriage and handling costs and to be able to take advantage of free delivery on larger orders, Buyers should try to arrange for the same-time delivery/collection of garments for as many of their intended wearers as possible and should not request embroidery until satisfied that all garments fit their respective wearers. Prices for the embroidery of tailored orders are obtainable from Customer Services subject always to the provisions of Condition 7.1.

13. ASSIGNMENT

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

14. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

15. GENERAL

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. COMMUNICATIONS

- 16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or by email:

- (a) (in the case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company or for email communications, to the Company email address of the Managing Director, Alan Jenkinson, namely sales@waterfrontmanufacturing.co.uk ; or
- (b) (in the case of communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address or email address as shall be notified to the Company by the Buyer.

16.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or
- (d) if sent by email within one hour of sending.

16.3 Communications addressed to the Company shall be marked for the attention of Mr. Alan Jenkinson.