



1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions and in the Particulars the following words and expression will have the following meanings:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.6.

Contract: the contract between the Supplier and the Customer for the hire of the Equipment and/or Personnel and/or the provision of the Services in accordance with these Conditions.

Customer: the person, client or firm who hires the Equipment and/or purchases the Services from the Supplier.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI2003/2426).

Delivery: means (and Deliver and Delivered shall be construed accordingly):

a) where the parties agree that the Supplier will deliver the Equipment: the transfer of physical possession of the Equipment to the Customer at the Site following unloading; or

b) where the parties agree that the Customer will collect the Equipment: the Equipment being made ready for loading by the Customer at the Supplier's premises; or

c) in respect of Personnel, the arrival of the Personnel at the Site.

Delivery Date: the date(s) for Delivery of the Equipment and/or Personnel as set out in the Order.

Delivery Location: means the delivery location agreed in the Order or (if none is stated) the Site for deliveries and the Supplier's premises for collections or (if no Site is stated) such delivery location as is agreed by the parties in writing.

Dry Hire: is as defined in clause 3.1.

Equipment: the equipment (or any part of it) set out in the Order (and all substitutions, replacements, renewals, related accessories, manuals and instructions provided for it).

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control. For the avoidance of doubt this includes acts of God, flood, drought, earthquake or natural disaster; epidemic or pandemic; terrorist attack, civil war, riots, war, threat of or preparation for war, armed conflict, sanctions, embargo; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; labour or trade dispute, strikes or industrial actions; non-performance by suppliers or subcontractors; interruption or failure of utility service; loss of Equipment in transit by a third party delivery agent; or non-return of Equipment by a previous lessee.

Hire Fees: the payments made by the Customer for hire of the Equipment and/or provision of the Services.

Hire Period: the period of hire of the Equipment and/or provision of the Personnel as set out in the Quotation (and, if the Contract is terminated earlier, such hire period shall end on the date of such earlier termination).

Operated Hire: as defined in clause 3.3.

Order: the Customer's order for hire of the Equipment and/or provision of the Personnel, as set out in the Customer's purchase order form, the Customer's acceptance of the Supplier's Quotation in writing or verbally (in telephone or in person) or as set out in clause 2.7.

Personnel: the employees, consultants, sub-contractors, agents or representatives of the Supplier (or any of them) whose services are to be supplied to the Customer with the Equipment to operate and/or maintain the Equipment, as set out in the Order.

Quotation: the Supplier's quotation for the hire of the Equipment and/or supply of the Services, as provided by the Supplier to the Customer in writing and marked as a quotation.

Return: means (and Returned shall be construed accordingly):

a) where the parties agree that the Supplier will collect the Equipment at the end of the Hire Period: the Equipment being made ready for loading by the Supplier at the Site; or

b) where the parties agree that the Customer will redeliver the Equipment at the end of the Hire Period: the transfer of physical possession of the Equipment to the Supplier at the Supplier's premises following unloading.

Risk Period: the period during which the Equipment is at the sole risk of the Customer, as set out in clause 7.1.

Services: any of the following services which the parties may agree in writing in the Order shall be provided: design of the set-up and layout of the Equipment at the Site; installation of the Equipment at the Site; and/or ongoing operation or maintenance of the Equipment at the Site during the Hire Period by Personnel in the case of any Hire.

Site: the Customer's premises, or other agreed location, as set out in the Order.

Supplier: RG Jones Sound Engineering Limited (registered in England with company number 05110183).

Total Loss: the Equipment is, in the Supplier's reasonable opinion damaged beyond economical repair, lost, stolen, seized, or confiscated.

UK GDPR: as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under it.

(d) Any words following the terms including, in particular, any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes email but not fax.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, including on any Order or purchase order, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A Quotation for the Equipment given by the Supplier shall not constitute an offer. A Quotation shall only be valid for a period of 25 Business Days from its date of issue.

2.7 If the Customer does not respond in writing to the Quotation provided by the Supplier, the Quotation shall nonetheless be deemed agreed by the Customer if the Customer permits the Supplier access to the Site, accepts delivery of the Equipment and/or permits the Supplier to begin the provision of

the Services. The resulting Order shall furthermore be deemed agreed by the Supplier by the Supplier's commencement of the hire of the Equipment and/or provision of the Services.

3. Equipment Hire

3.1 The Supplier shall hire the Equipment to the Customer for use at the Site during the Hire Period subject to these Conditions. Where no Personnel are provided together with the Equipment, this is known as "Dry Hire".

3.2 If expressly agreed in the relevant Contract, the Supplier shall:

(a) design the layout and set-up of the Equipment at the Site; and/or

(b) install the equipment at the Site.

3.3 If expressly agreed in the relevant Contract, the Supplier shall during the Hire Period (or such shorter period as may be agreed in writing in the Contract) provide Personnel to operate, maintain and/or assist with the operation or maintenance of the Equipment subject to these Conditions.

Any such hire of Equipment where Personnel are provided for this purpose shall be known as "Operated Hire".

3.4 The Supplier will endeavour to supply the Equipment ordered but reserves the right to substitute alternative equipment where necessary.

4. Cancellation

4.1 The Customer may cancel the Contract (in whole or in part) only by providing written notice to the Supplier (a Cancellation Notice). Upon cancellation, the Customer shall pay the Supplier a percentage of the agreed Hire Fees relating to the cancelled portion of the Contract. Such charges become payable immediately upon receipt of the Supplier's invoice.

4.2 Cancellation fees for Equipment hire or Personnel engagement shall be calculated as follows, based on the date on which the Supplier receives the Cancellation Notice:

- **30 days or more** before the start of the hire period: **20%** of the agreed Hire Fees.
- **29 to 10 days** before the start of the hire period: **50%** of the agreed Hire Fees.
- **9 to 3 days** before the start of the hire period: **80%** of the agreed Hire Fees.
- **2 days or fewer** before the start of the hire period (including failure to proceed with the hire): **100%** of the agreed Hire Fees.

4.3 A Cancellation Notice is only valid when received in writing by the Supplier. The time and date of receipt will determine the applicable cancellation charge.

5. Hire Fees

5.1 The Hire Fees will be set out in the Order and these shall be payable by the Customer within 30 days from the date of the Supplier's invoice(s) for the same (unless the parties agree alternative payment terms in writing).

5.2 The Supplier may require payments for the Hire Fees to be made in advance prior to the Hire Period (for example in respect of new customers)

5.3 The Supplier may offer discounts to the Customer on a case-by-case basis. All such discounts shall be provided on the condition that payment of the Hire Fees is made by the due date for payment, otherwise the discount shall no longer apply.

5.4 The Hire Fees shall be paid in GBP sterling to the bank account notified by the Supplier from time to time.

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

5.6 The Hire Fees are exclusive of: (a) VAT and any other applicable taxes, duties or other charges, which shall be payable by the Customer in addition; and (b) costs and charges of packaging, insurance and transport of the Equipment, which shall be invoiced to the Customer. The Customer shall pay each invoice submitted by the Supplier within 30 days from the date of invoice.

5.7 All amounts under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

5.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under

clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate as published from time to time, but at 4% a year for any period when that base rate is at or below 0%.

5.9 The Supplier may adjust the Hire Fees by notice to the Customer, with effect from the anniversary of the date of the Quotation in each year, to reflect any percentage increase in the Consumer Prices Index during the previous twelve months.

6. Delivery and Installation

6.1 The parties shall agree in the Order or otherwise in writing whether the Equipment will be delivered to or collected by the Customer. The Supplier shall endeavour to Deliver (and, if agreed in the Order, install) the Equipment and/or Personnel to the Delivery Location by the Delivery Date.

6.2 The Customer shall ensure its authorised representative is present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall be conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

6.3 Where agreed in the Order that the Supplier shall install the Equipment, the Supplier shall at the Customer's expense install the Equipment at the Site. The Customer shall procure that an authorised representative of the Customer is present at the installation of the Equipment. If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming that installation has taken place.

6.4 To facilitate Delivery, the Customer shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery (and any agreed installation) to be carried out safely and expeditiously.

6.5 If the Supplier requires the Customer to return any packaging materials, the Customer shall make any such packaging materials available for collection at such time as the Supplier shall reasonably request.

6.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by: (a) a Force Majeure Event; (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment; or (c) a previous hirer not returning the Equipment to the Supplier on time. In the latter event, the Supplier will endeavour to offer substitute equipment to the Customer, at the Customer's option.

6.7 If the Customer fails to accept delivery of the Equipment on the Delivery Date, then:

(a) the Equipment shall be deemed to have been delivered at 9.00am on the Delivery Date; and

(b) the Supplier shall store the Equipment until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

7. Title, Risk and Insurance

7.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

7.2 Where the Equipment is delivered to the Customer by or on behalf of the Supplier, the following terms in this clause 7.2 shall apply. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery, save that if any representative of the Customer assists in unloading the Equipment, risk in the Equipment shall pass to the Customer at that time. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until the Equipment is Returned to the Supplier, save that if any representative of the Customer assists in loading the Equipment, risk in the Equipment shall remain with the Customer until such Equipment is loaded.

7.3 Where the equipment is collected by or on behalf of the Customer, the following terms in this clause 7.3 shall apply. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery, save that if any representative of the Supplier assists in loading the Equipment, risk in any Equipment loaded by the Supplier shall remain with the Supplier until loaded. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until the Equipment is Returned to the Supplier, save that if any representative of the Supplier assists in unloading the Equipment at the Supplier's premises, risk in

any Equipment unloaded by the Supplier shall pass to the Supplier once handled by the representative.

7.4 During the Hire Period and the Risk Period, the Customer shall at its own expense obtain and maintain the following insurances:

(a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.

7.5 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment during the Customer's possession or use of the Equipment.

7.6 All monies received by the Customer from any insurance company or third party in settlement of any claim relating to the Equipment shall be held in trust by the Customer for the Supplier and paid to the Supplier on demand. The Customer shall not compromise or settle any claim relating to the Equipment without the express consent of the Supplier.

8. Supply of Services and Operated Hire

8.1 The Supplier shall supply the Services to the Customer in accordance with any specification for the Services included in the Contract, in all material respects.

8.2 The Supplier acknowledges that the times for the hire period are critical and shall use reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services.

8.3 If the Supplier's performance of any of its obligations under the Contract (including the performance of the Personnel) is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, with no liability to the Supplier.

8.4 The Customer shall:

(a) provide all facilities (including any requirements notified to the Customer by Supplier) necessary to facilitate the proper and safe installation and use of the Equipment at the Site;

(b) allow the Supplier, the Personnel and other Supplier representatives access at all relevant times to Site where the Equipment is kept and operated, in order to allow the Personnel to perform the Services safely (including provision of suitable bathroom facilities) and to allow the Supplier to dismantle, uninstall and remove from the Site the Equipment as necessary at the end of the Hire Period or Risk Period;

(c) ensure that the Site is at all times safe, compliant with all applicable health and safety legislation and regulations, and in a suitable condition for delivery and operation of the Equipment. The Customer shall keep the Supplier and the Personnel and other Supplier representatives informed of all health and safety policies relevant to the Site, in order to allow them to perform the Services safely.

8.5 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any breach of clause 8.4(c).

9. Customer's Responsibilities

9.1 The Customer shall co-operate with the Supplier in all matters relating to the Services, and shall provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Site and other facilities, plus such information and materials, as reasonably required by the Supplier to provide the Services.

9.2 The Customer shall during the Hire Period and the Risk Period:

(a) in the case of any Operated Hire, not permit any person other than the Personnel to maintain or operate the Equipment, without the Supplier's written consent;

(b) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

(c) take such steps (including compliance with all safety and usage instructions) as may be necessary to ensure that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

(d) at its own expense keep the Equipment in good repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted), notify the Supplier of any damage and pay the Supplier to repair any damaged and lost parts, and any damage to the Equipment;

(e) make no alteration to the Equipment and shall not affix any or connect any other items to the Equipment without the Supplier's consent nor remove any existing component(s) from the Equipment unless removed in the ordinary course of repair and maintenance and replaced as soon as practicable by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately on installation;

(f) keep the Supplier fully informed of all material matters relating to the Equipment;

(g) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;

(h) permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

(i) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(j) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;

(k) not use the Equipment for any unlawful purpose;

(l) ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

(m) deliver up the Equipment at the end of the Hire Period at such address as the Supplier requires, during business hours (08:30-18:00 Monday to Friday on a business day), or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment. Any returns or collections outside of business hours may be subject to an increased charge; and

(n) not do or permit to be done anything which could invalidate the insurances referred to in clause 7.1.

9.3 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment by or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with the terms of the Contract.

9.4 If any Equipment is not Returned to the Supplier at the end of the Hire Period, it shall be deemed overdue and the Supplier may, at its sole discretion, continue to charge the Customer on a pro rata basis at a rate of 100% of the agreed weekly Hire Fees until the Equipment is Returned.

9.5 The Customer grants to the Supplier a perpetual, royalty-free licence to take and use photographs of equipment set-ups for the Supplier's promotional and marketing purposes only (and, if the Hire Period has terminated, in a historical context only and not to imply an ongoing contractual relationship between the parties).

10. Warranty

10.1 In the unlikely event of the Equipment being defective, the Customer shall notify the Supplier immediately to report the defect.

10.2 Subject to clause 3.4, the Supplier warrants that the Equipment shall substantially conform to its specification (as made available by the Customer), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself after Delivery, or (at its option) provide substitute equipment, provided that:

(a) the Customer notifies the Supplier of any defect as soon as possible after the defect occurring, and in any event prior to the end of the Hire Period;

(b) the Customer is permitted to make a full examination of the alleged defect;

(c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised representatives;

(d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf;

and

(e) the defect is directly attributable to defective material, workmanship or design.

10.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such transferable warranty or other benefit as the Supplier has received from the manufacturer.

10.4 If the Supplier fails to remedy any material defect in the Equipment (or provide a suitable substitute) in accordance with clause 10.2, the Supplier shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Hire Fees payable during the remaining term of the Contract.

10.5 The Supplier warrants to the Customer that the Services to be provided (as relevant in accordance with the agreed Contract) shall be provided using reasonable skill and care.

11. Limitation of Liability

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 or section 7 of the Supply of Goods and Services Act, or section 8 of the Supply of Goods (Implied Terms) Act 1973.

11.3 Subject to clause 11.2, the Supplier's total liability to the Customer shall not exceed the amount of the Hire Fees actually paid to the Supplier.

11.4 Subject to clause 11.2, the following types of loss are wholly excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

11.5 Subject to clause 11.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or Services provided under the Contract are, to the fullest extent permitted by law, excluded from the Contract.

11.6 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;

(b) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

(c) the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(d) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(e) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(f) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

(g) there is a change of control of the Customer within the meaning of section 1124 of the Corporation Tax Act 2010; or

(h) if the client uses the Equipment other than at the Site (unless the Supplier has consented to this in accordance with clause 9.2(g)) or is used outside when only supplied for indoor use.

12.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Equipment under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1(d) to clause 12.1(f), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 The Supplier may at its sole discretion terminate the Contract if a Total Loss occurs in relation to the Equipment, and/or require the Customer to repay the Supplier the full price of the relevant Equipment.

12.4 On termination or expiry of the Contract for any reason:

(a) the Supplier's consent to the Customer's possession of the Equipment shall terminate;

(b) the Supplier may without notice and at the Customer's expense, retake possession of the Equipment and may enter the Site or any premises where the Equipment is located, to do this;

(c) the Customer shall pay to the Supplier on demand: (i) all Hire Fees and other sums due but unpaid at the date of the demand, together with any interest accrued; and (ii) any costs and expenses incurred by the Supplier in recovering the Equipment or in collecting any sums due under this Contract (including storage, insurance, repair, transport, legal and remarketing costs).

12.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

13. Force Majeure

The Supplier shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such

obligations shall be extended accordingly. If the period of delay or non-performance continues for six months, the Customer may terminate the Contract by giving 30 days' written notice to the Supplier.

14. General

14.1 Confirmation of identity. The Customer shall on request comply with, and procure that its officers and employees comply with, all anti-money laundering requirements of the Supplier (including to provide forms of ID and proofs of address). Photocopies of the ID provided shall be held by the Supplier for the duration of the Hire Period. If such anti-money laundering requirements are not complied with on request, the Supplier may cancel the Contract at any time with immediate effect by notice to the Customer.

14.2 Assignment and other dealings.

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

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

14.3 Data protection.

(a) Each party acknowledges that each party may disclose to the other party personal data collected by the first party for the purpose of complying with its obligations or exercising its rights under the Contract.

(b) Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation as applicable. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.4 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.4(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.4; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

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

14.6 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.7 Waiver. Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract and the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.9 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or

other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the following email address: for the Supplier, email address of its authorised representative and for the Customer, its email address set out in the Order (or an alternative address provided in writing by the relevant party).

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after

posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt (being 08:30 to 18:00 on a Business Day), when business hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.10 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

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