

TERMS AND CONDITIONS

TERMS AND CONDITIONS – SALE

1. Application

These Terms and Conditions shall apply to the purchase of the goods ("Goods") by you ("Buyer") from Access Products (Midlands) Limited registered in England under number 06312550, whose registered address is APL House, Middlemore Lane West, Aldridge, Walsall, England, WS9 8BG ("Seller"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.
2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods are as set out by the Seller and confirmed in this quotation. In accepting this quotation the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out by the Seller shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 The price ("Price") of the Goods shall be that set out by the Seller current at the date of the Buyer's order or such other price as may be agreed in writing between the Seller and the Buyer. The Price shall be confirmed in this quotation.

4.2 If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Seller reserves the right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing.

4.4 The Buyer may be entitled to discounts subject to and in accordance with any details set out by the Seller current at the date of the Buyer's order or as may be agreed in writing by the Seller and the Buyer. The Buyer shall not necessarily be entitled to a discount. Any and all discounts shall be at the discretion of the Seller.

4.5 The Price is exclusive of fees for packaging and transportation / delivery.

4.6 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Quotation and Basis of Sale

5.1 Details of the Goods in sub-Clause 3.1 are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.

5.2 The Seller is not obliged to accept an order from the Buyer if the Buyer does not supply references which are requested by, and satisfactory to, the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give written notice to the Buyer that no further credit will be allowed to the buyer in which case no further goods will be delivered to the Buyer other than against cash payment.

5.3 This quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.

5.4 Having issued this quotation which is a contractual offer to sell the Goods, the Seller agrees to enter into a contract for the sale of Goods upon the Buyer's written acceptance of this quotation and of these Terms and Conditions.

5.5 This quotation (including any non-standard price negotiated in accordance with sub-Clause 4.1) is valid for a period of 30 days only from the date shown overleaf unless expressly withdrawn by the Seller at an earlier time.

5.6 Either the Seller or the Buyer may cancel the order for any reason prior to the Buyer's acceptance (or rejection) of this quotation.

6. Payment

6.1 Following the Buyer's acceptance of this quotation, the Seller shall invoice the Buyer for the Price either:

- (a) on or at any time after delivery of the Goods; or
- (b) where the Goods are to be collected by the Buyer or where the Buyer wrongfully fails to take delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the Price within 28 days of the date of the Seller's invoice or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.

6.3 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the title in the Goods has not passed to the Buyer.

6.4 If the Buyer fails to make payment within the period in sub-Clause 6.2, the Seller shall suspend any further deliveries to the Buyer, cancel any pending orders from the Buyer and charge the Buyer interest at the rate of 5% per annum above the base rate from time to time on the amount outstanding until payment is received in full.

6.5 Time for payment shall be of the essence of the Contract between the Seller and the Buyer.

6.6 All payments must be made in GBP unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

7.1 The Seller shall arrange for the delivery of the Goods on or as near as reasonably possible to the delivery date detailed in this quotation to the address specified in the Buyer's order or to another location as agreed in writing between the Seller and the Buyer.

7.2 If no delivery address is specified by the Buyer or if it is so agreed between the Seller and the Buyer, the Buyer shall collect the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

7.3 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.

7.4 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion and without prejudice to any other rights:

- (a) store or arrange for the storage of the Goods and shall charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
- (b) make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such redelivery.

7.5 If redelivery is not possible under sub-Clause 7.4(b), the Buyer shall be required to collect the Goods from the Seller's premises and shall be notified of the same. The Seller reserves the right to charge the Buyer for all associated costs including, but not limited to, storage and insurance.

7.6 If the Seller fails to deliver the Goods on the delivery date other than for reasons beyond its control, the Buyer may give written notice to the Seller within 48 hours notice after the delivery date requiring the Seller to deliver the Goods within 7 days of that notice ("Notice Period").

7.7 If the Seller receives no notice from the Buyer under sub-Clause 7.6, it shall have no liability in respect of late delivery provided that it delivers the Goods at any time after the delivery date ("Late Delivery Period").

7.8 If the Seller fails to deliver within either the Notice Period or the Late Delivery Period (as applicable), the Buyer shall have the right to cancel the order.

8. Inspection of Goods

8.1 The Buyer shall be under a duty to inspect the Goods on delivery or collection.

8.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".

8.3 If the Buyer identifies any damage or shortages it must inform the Seller in writing within 12 hours of delivery, providing details of the alleged damage or shortage. The Seller shall be under no liability if the Buyer fails to provide such notice.

8.4 The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.

8.5 Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.

8.6 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

9. Returns

9.1 Goods may not be returned without the prior written agreement of the Seller.

9.2 Subject to sub-Clause 9.4, the Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.

9.3 The Seller shall have the option of either replacing defective Goods within 48 hours of receipt of them or shall refund to the Buyer the Price for those Goods which are defective.

9.4 The Buyer may return any Goods within six months of those Goods coming to market (that is, the launch of such goods) within 14 days of delivery provided that:

- (a) the Buyer bears the risk and cost of returning the Goods;
- (b) the Buyer indemnifies the Seller against any costs incurred in rectifying any deterioration of the Goods resulting from the Buyer's incorrect handling or storage of the Goods.

9.5 The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

10. Risk and Title

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

10.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

10.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.

10.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.

10.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:

- (a) the Buyer commits a material breach of its obligations under these Terms and Conditions;
- (b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- (c) the Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- (d) the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or 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.

11. Rights, Warranties and Liability

11.1 Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

11.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.

11.3 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller:

- (a) for death or personal injury caused by the Seller's negligence;
- (b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and
- (c) for fraud or fraudulent misrepresentation.

12. Not used.

13. Communications

13.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

13.2 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
- (d) on the tenth business day following mailing, if mailed by airmail.

13.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

15. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

17. Law and Jurisdiction

17.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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TERMS AND CONDITIONS – HIRE

BACKGROUND

These Terms and Conditions shall apply:

- A. to the hire of all plant ("the Equipment") from Access Products (Midlands) Limited registered in England under number 06312550, whose registered address is APL House, Middlemore Lane West, Aldridge, Walsall, England, WS9 8BG ("the Company")
- B. where the Customer is hiring the Equipment for the purposes of a Business and not as a "Consumer", as defined in Clause 1 of these Terms and Conditions.

Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
"Consumer"	means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Customer"	means the customer who is hiring the Equipment subject to these Terms and Conditions (as that meaning is extended by sub-Clauses 1.2.7 and 1.3 below);
"Customer Location"	means the location agreed at the start of the Hire Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
"Deposit"	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
"Equipment"	means the plant supplied on hire by the Company to the Customer subject to these Terms and Conditions;
"Force Majeure"	means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;
"Personnel Fees"	means the VAT inclusive fees payable by the Customer for any Hired Personnel;
"Premises"	means the Company's premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 6 of these Terms and Conditions;
"Price List"	means the Company's price list, current at the time of the start of the Hire Term;
"Hire"	means the hire of the Equipment by the Customer subject to these Terms and Conditions;
"Hire Agreement"	means the agreement in writing comprising entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
"Hire Fees"	means the VAT inclusive sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.

Unless the context otherwise requires, each reference in these Terms and Conditions to:

- "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- a Schedule is a schedule to these Terms and Conditions;

a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

as the context permits or requires, "Customer" includes any individual(s) nominated by Customer to hire and use the Equipment on behalf of the Customer, and the Customer shall be liable for any breach by that individual of any Customer obligations under these Terms and Conditions

An individual signing the Hire Agreement ("signatory") on behalf of a Customer hereby represents and warrants that the signatory has the authority of that Customer to do so, and the Company will rely on that representation and warranty. If the signatory does not have such authority, the signatory shall instead be deemed to be the Customer and personally liable as if s/he had signed the Hire Agreement as the Customer.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

Words imparting the singular number shall include the plural and vice versa.

References to any gender shall include the other gender.

Hire Term

The agreed Hire Term will be set out in the Hire Agreement.

If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 30 days subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Term.

The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all days remaining in the Hire Term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

Fees and Payment

The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Hire, as set out in the Hire Agreement.

Payment of the Hire Fees shall be made in part or in full, as set out in the Hire Agreement, at the commencement of the Hire Term. Payment may be made by either credit or debit card.

All Hire Fee payments to be made in part will take the form of regular monthly payments. The Company will invoice the Customer on a monthly basis. All payments shall be required within 28 days of the date of the relevant invoice.

Where VAT is chargeable for a Hire, the VAT inclusive amount of the Hire Fees will be shown in any quote or Price List, and in addition the VAT exclusive amount and the VAT charged on that amount will be shown separately from each other in bills, invoices, quotes and the Price List.

Collection, Delivery, Hire and Return

The Customer may collect certain items of Equipment from the Premises at the start of the Hire Term. The Customer may only collect the Equipment once all payments required under Clause 5 have been made and any insurance requirements set out in Clause 10 have been complied with.

The Company shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire Term but shall not be liable for any lack of availability.

Certain items of Equipment may require delivery by the Company, with or without associated Hired Personnel as appropriate. Such delivery shall be made to the Customer Location at an agreed time. The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.

The Customer must be available or it must make an authorised representative of the Customer available at the Customer Location at the time of delivery in order to sign for the Equipment. In the event that the Customer fails to comply with the provisions of this sub-Clause 6.4 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefore and shall not have the right to subsequently dispute the facts of the delivery.

In the event that the Company is unable to provide the Equipment at the start of the Hire Term the Company shall deliver the Equipment to the Customer at the earliest possible date [at the expense of the Company] or the Company will contact the Customer when the Equipment is available for collection, as appropriate. The total Hire Fees payable by the Customer shall be adjusted accordingly to reflect the non-availability of the Equipment.

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At the end of the Hire Term, on the agreed date the Customer shall either return the Equipment to the Premises at or before the time shown in the Hire Agreement or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Hire Agreement, as appropriate.

If the Customer is late in returning the Equipment by more than 1 hour the Company shall charge the Customer for an additional day's hire at the normal daily rate for that Equipment. The Hire Term will be extended by one day. The provisions of this sub-Clause 6.7 shall continue to apply daily until the Equipment is returned.

Use and Care of the Equipment

The Customer may only use the Equipment for the normal purpose for which it is intended.

All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.

The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.

The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.

All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of Equipment or such other type as authorised by the Company.

All electrical equipment must only be used with the voltage specific to that piece of Equipment.

All Equipment must be stored in a safe and secure location and shall, where appropriate, be locked and secured at all times when not in use.

Maintenance

The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.

The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Hired Personnel to the Customer Location (such Hired Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.

If parts require replacement during the Hire Term the Company shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).

Any parts and/or substitutes provided under sub-Clause 9.3 shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.

Insurance

The Company provides no insurance cover for the Equipment. The Customer shall therefore be required to arrange for fully comprehensive insurance cover for the duration of the Hire Term. Such insurance must cover third party liability, loss and damage.

The Company shall require proof of such insurance prior to releasing the Equipment to the Customer.

If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.

Theft of Equipment

If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

Liability and Indemnity

The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure;

The Company shall not be liable in contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Hire Agreement, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

- 12.2.1 loss of use or unavailability of any Equipment;
- 12.2.2 interruption to business;
- 12.2.3 loss of income, revenue, business;
- 12.2.4 loss of business opportunity;
- 12.2.5 loss of profit or contracts;
- 12.2.6 loss of anticipated savings; or
- 12.2.7 any indirect, special or consequential loss, damage, costs, expenses or other claims;

arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Hire Agreement.

The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

Without prejudice to any of the above provisions of this Clause 12, the Company's total liability under these Terms and Conditions shall be limited to the value of the Hire Agreement, that is, the total Hire Fees payable by the Customer.

Data Protection

13.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

Termination

Where the Customer is an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

- the Customer is in breach of these Terms and Conditions;
- the Customer has had their personal belongings confiscated in order to satisfy debts; or
- the Customer has a receiving order made against them.

14.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 14.2.1 the Customer is in breach of these Terms and Conditions;
- 14.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

14.3 In the event of termination for any of the above reasons:

- 14.3.1 all payments required under the Hire Agreement shall become due and immediately payable; and
- 14.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

Entire Agreement

17.1 The documents comprising the Hire Agreement, these Terms and Conditions and any other documents expressly incorporated into the Hire Agreement, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

17.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Hire Agreement.

Other Important Terms

The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the

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Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.

The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) without the Company's express written permission.

The Hire Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

These Terms and Conditions, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English Courts.