

STANDARD CONDITIONS OF HIRE

I. Agreement

- 1.1 Your Agreement with us is comprised of the Advanté Terms and Conditions (including these Standard Conditions of Hire as may be updated from time to time and are available at: <https://www.advante.co.uk/terms-and-conditions/>), the Customer Specification Sheets and the Additional Terms.
- 1.2 If any of the Additional Terms contradict or expressly vary any of these Standard Conditions of Hire, the provision in the Additional Terms will take precedence to the extent of that contradiction or variation.
- 1.3 All orders are subject to acceptance by us and the terms and conditions of the Agreement will apply to any order issued by you to us and will prevail over any other terms and conditions whatsoever that may be issued by you or attached to any order issued by you. For the avoidance of any doubt, we expressly reject any terms and conditions purported to apply to the Agreement by you. If you do not accept the terms and conditions of the Agreement, including these Standard Conditions of Hire, you must not enter into the Agreement or accept delivery of any Hired Equipment.
- 1.4 We will only accept your order if we are satisfied with your credit worthiness.

2. Definitions

Additional Service Items	any associated ancillaries, services or optional extras hired or sold by us to you in addition to any Building under the Agreement including but not limited to, air conditioners, furniture, equipment, generators, related service packages, project specific lift plans, site survey and associated enquiries, and subject to any applicable Additional Service Terms.
Additional Service Terms	any additional terms applicable to the particular Additional Service Items which are hired or sold by us to you as referenced or incorporated in the Quote or the Sales Order.
Additional Terms	any applicable Additional Service Terms, the Sales Order, the Quote and any applicable framework services terms that the parties enter into.
Advanté, we, us, our	Advanté Limited, being the entity renting the Hired Equipment to you under the Agreement.
Agreement	has the meaning given in clause 1.
Building	any relocatable welfare unit or storage container hired by us to you under the Agreement, but does not include Additional Service Items.
Collection	the off-hire, collection, transportation and, as the case may be, dismantling, and related services to be performed by us when the Hired Equipment is returned to our control at the end of the Hire Period,
Collection Date	the date we confirm to you for Collection of the Hired Equipment from your Site.
Collection Ready Condition	the condition the Hired Equipment must be in ready for Collection, as set out in clause 13.4 (a)-(e).
Critical Loss Event	fire, act of vandalism (by a person other than you, your employees, agents and contractors), and theft from a secure or guarded site.
Critical Loss Exclusions	any loss resulting from <ul style="list-style-type: none"> i. a risk which is not a Critical Loss Event ii. wilful misconduct or gross negligence by you or your employees, agents or contractors iii. any loss of Hired Equipment revealed only when an inventory is made iv. bodily injury v. glass breakage vi. accidental damage vii. civil or foreign war, nuclear damage, terrorism, embargo / destruction upon

- viii. request of government or public authority
- ix. fair wear and tear
- x. theft from an unsecure or unguarded building or site
- xi. fraud, dishonesty
- xii. business interruption, loss of profit, loss of revenue, loss of business
- xiii. indirect damages
- xiv. loss, damage or re-instatement of ground in or around the Site
- xv. losses or damage resulting from the incorrect use and maintenance of the Hired Equipment
- xvi. loss occurring outside the UK.

Critical Loss Waiver

the waiver of liability for the costs of damage to and/or destruction of the relevant Hired Equipment caused by a Critical Loss Event (subject to the Critical Loss Waiver Exclusions).

Critical Loss Waiver Fee

the fee to be paid by you to us in consideration for Critical Loss Waiver, as set out in the Additional Terms.

Customer Specification Sheets

The Customer specification sheets applicable to your Hired Equipment that we provide to you, as may be updated from time to time and are available at: <https://www.advante.co.uk/download-brochures/>

Data Protection Laws

the Data Protection Act 2018 together with all other data protection laws applicable in the United Kingdom from time to time.

Delivery

the transportation, delivery, and as the case may be, installation of the Hired Equipment and/or Sale Items, by us at the start of the Hire Period as described in clause 9.1

Delivery Date

the date we confirm to you for Delivery of the Hired Equipment and any Sale Items to your Site.

Hire Charges

the hire charges referred to in the Sales Order at their full-face value without any deduction, counterclaim or set-off whatsoever.

Hire Period

the period of time from and including the Hire Start Date until the Hired Equipment is returned to us in accordance with the Agreement.

Hire Start Date

the date specified as such in the Sales Order, or if earlier, the Delivery Date of the Hired Equipment .

Hired Equipment

any Buildings or Additional Service Items hired by us to you under the Agreement

Individual

a natural person, a partnership consisting of two or three persons not all of whom are bodies corporate; and an unincorporated body of persons which does not consist entirely of bodies corporate and is not a partnership.

Minimum Hire Period

the minimum hire period as referred to in the Quote or the Sales Order.

Off Hire Notice

the notice you are required to give us to terminate the Agreement and off hire the Hired Equipment (using the details provided in the Sales Order)

Sales Order

the sales order we send you incorporating the agreed Quote, confirming the order and containing an order number.

Privacy Policy

our privacy policy as may be updated from time to time, and are available at: <https://www.modulairegroup.com/corporate-policies>

Quote

the hire quotation prepared by us for you and

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- which bears a quotation number.
- Sale Items** any Additional Service Items agreed to be sold to you under the Agreement.
- Services** means any services provided by us to you in relation to the Additional Service Items as specified in the Sales Order or the Quote.
- Site** the site or location set out in the Sales Order.
- Working Days** a day, other than Saturday, Sunday or a bank holiday, when the banks in London are open.
- You, your** the customer, as referred to in the Sales Order.
- 3. Quote and Sales Order process**
- 3.1 The Quote will lapse 30 days from the date of issue and may be withdrawn by us at any time for any reason.
- 3.2 Any Hired Equipment or Services stated in the Quote are provided subject to the availability of the applicable items and Services immediately before the Hire Period, and we reserve the right to offer alternative items or Services should those included in the Quote not be available or to withdraw the Quote in its entirety without liability to you.
- 3.3 Once you agree the Quote we will send you a Sales Order to be signed by you. After we receive a signed Sales Order from you, we will confirm the availability of the Hired Equipment for Delivery on the requested Delivery Date by the next Working Day after we receive your signed Sales Order.
- 3.4 If a signed Sales Order is not received by us at the latest by 11.00am at least two Working Days prior to the requested Delivery Date, we may not be able to Deliver the Hired Equipment by the requested Delivery Date, and will offer you the nearest availability to your requested Delivery Date.
- 4. Hire Period**
- 4.1 Hire of the Hired Equipment will commence on the Hire Start Date and will continue until the expiry of the Hire Period.
- 4.2 At the conclusion of the Minimum Hire Period, unless terminated in accordance with the provisions of Clause 10 below, the Hire Period will continue and such hire will be subject to the Agreement until such time as all Hired Equipment is returned to and accepted by us.
- 5. Hire Charges and Terms of Payment**
- 5.1 You will pay us the Hire Charges for the duration of the Hire Period.
- 5.2 We may adjust the Hire Charges:
- (a) on an annual basis to our then prevailing rates in our absolute discretion, (excluding any consumable goods (such as fuel, toilet service charges) which will be subject to variation as set out in the Sales Order) and
- (b) at any time on giving you at least thirty (30) calendar days' written notice if our costs increase due to market factors beyond our reasonable control (including, without limitation, an increase in the market price for raw materials, or an increase in our supply chain costs) and
- (c) at any time to include any additional charges for services, changes or variations that you have instructed or require us to provide, and which are in addition to or were not previously set out in the Sales Order, including in respect of the Changes described in clause 17.
- 5.3 If you terminate the Agreement or return Hired Equipment prior to the expiry of the Minimum Hire Period for whatever reason, then you will pay us all monies owing at the time of termination or return, plus all amounts that would have been due for the balance of the Minimum Hire Period.
- 5.4 Notwithstanding clause 5.2, if you retain Hired Equipment beyond the Minimum Hire Period, the Agreement will continue to apply, save that you will be considered to be renting the Hired Equipment on a rolling month to month basis and we may in our absolute discretion immediately adjust the Hire Charges to our then prevailing rates for hires, and monthly thereafter .
- 5.5 We may at our discretion agree in writing credit facilities for you subject to satisfactory credit checks undertaken by us from time to time. You consent to us conducting relevant credit searches, whether company and/or personal, as we deem necessary from time to time. We reserve the right to decline, withdraw or amend your credit terms at any time prior to or during the term of the Agreement, including requesting advance, part or full payment of the Hire Charges or requiring you to pay a deposit, as stated in the Sales Order or Quote which may be applied by us against any amounts due and payable by you.
- 5.6 Prior to Delivery of the Hired Equipment and whether or not credit is provided in accordance with the Agreement, we may require certain costs to be paid in advance, including one month of Hire Charges together with any quoted delivery and installation charges and any other specific charges. We reserve the right to increase the amount of Hire Charges payable in advance if we choose to do so based on our credit assessment of you or other factors which we consider to be relevant.
- 5.7 Where it is agreed that you will make a single payment to cover the Minimum Hire Period, the amount must be paid prior to the Hire Start Date. If such a hire continues after the Minimum Hire Period, invoicing and payment terms will be as otherwise set out in these Standard Conditions of Hire.
- 5.8 Invoices for the Hire Charges will be issued by us at the end of each month during the term of the Agreement unless otherwise stated in the Additional Terms. Invoices for Delivery and Collection or for any damage to the Hired Equipment caused by you for which you are liable under this Agreement may be invoiced separately, in addition to the Hire Charges.
- 5.9 Unless you notify us otherwise and unless you ask us to issue you with a reverse charge invoice, we will assume that you have end user status for the purposes of VAT accounting and/or that the normal rules on VAT invoicing apply to you.
- 5.10 All prices for Hired Equipment and any other charges that may be due under the Agreement are quoted exclusive of VAT. Where you have end user status and/or where normal rules on VAT invoicing apply to you, you will pay VAT where applicable and this will be itemised on invoices and added to the total in respect of the Hire Charges and any other charges due. Where you request a reverse charge invoice, we may carry out any reasonable checks on you in order to establish your status. If we are satisfied that the reverse charge applies to you then you will be solely responsible for accounting to HMRC for any VAT payable.
- 5.11 You must pay all invoices in full within 30 calendar days of the date of the invoice, or as otherwise agreed by us and set out in the Additional Terms. If requested by us, you will pay invoices by Direct Debit.
- 5.12 If you think we have made a mistake in the amount of an invoice you must, within 14 calendar days of the date of the invoice, notify us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary. If we disagree with you, you must pay the original invoice in full and on time in line with clause 5.11.
- 5.13 If you do not pay any invoice by the due date for payment we may ask a debt-collection agency to collect the payment on our behalf. If we do this, you must pay us an extra amount. This will not be more than the reasonable costs we have to pay to the agency, who will add the amount to your debt on our behalf. You will also be required to pay any other costs incurred by us in the collection of any overdue amount. This provision applies even if the Agreement has ended.
- 5.14 You are not permitted to deduct or set-off any amounts owed to us whatsoever.
- 5.15 If you fail to pay an amount due and owing to us under the Agreement by the due date for payment, you must also pay us interest on the unpaid amount at a rate equal to the prevailing base rate of Barclays Bank plc plus 4%, calculated daily from the next calendar day after the due date up to and including the date of payment.
- 6. Critical Loss Waiver option**
- 6.1 It is a condition of the Agreement that you must have in place and maintain hired in plant insurance (**HIPI**) to cover the Hired Equipment for the duration of the Hire Period at least to the full new replacement value (as set out in the relevant Quote or Sales Order, or as otherwise notified to you from time to time) satisfactory to us (acting reasonably), or you must pay the Critical Loss Waiver Fee.
- 6.2 When entering into the Agreement with us, you will be given the option to select Critical Loss Waiver and pay the Critical Loss Waiver Fee.
- 6.3 In consideration for payment of the Critical Loss Waiver Fee, Critical Loss Waiver will operate to release you from liability for Critical Loss Events subject to the Critical Loss Exclusions.
- 6.4 All other liability and risk associated with the Hired Equipment (including the Critical Loss Exclusions) will remain with you.
- 6.5 If you do not provide proof of HIPI satisfactory to us before the provision of the Hired Equipment, and if you do not select the Critical Loss Waiver option for your Agreement, then the Critical Loss Waiver Fee plus VAT will be automatically charged in addition to the Hire Charges, until a valid insurance certificate is provided by you to us demonstrating that you have obtained HIPI in an amount satisfactory to us.
- 6.6 The parties acknowledge and agree that the Critical Loss Waiver in this clause 6 is not an insurance and therefore does not cover any general liability incurred by you (including any loss or injury to third parties) or your or any third party's use of the Hired Equipment, or any indirect or consequential loss incurred by you or any third party, or any of the Critical

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Loss Exclusions.

6.7 Without prejudice to this clause 6, if you decline the Critical Loss Waiver or are not current in your payment in full of the applicable Critical Loss Waiver Fee, you will be required to insure the Hired Equipment in accordance with clause 7.

7. Insurance

7.1 Subject to clause 6.1, you will throughout the duration of the Agreement and until the Hired Equipment is returned to our control (without prejudice to any liability of you to us) at your own expense insure the Hired Equipment with a reputable insurance company against all risks, loss or damage including all risks of third party and public liability arising out of ownership presence or use of the Hired Equipment in an amount not less than the full new replacement value of the Hired Equipment.

7.2 You will, promptly on request, supply copies of the relevant insurance policies or other insurance confirmation acceptable to us and proof of premium payment to us to confirm the insurance arrangements. If you fail to effect or maintain any of the insurances required under the Agreement, we will be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from you to us and to be paid on demand.

7.3 Our interest in the Hired Equipment will be noted on your insurance policy which will:

- name Advanté Limited as loss payee;
- not be capable of cancellation or amendment by the insurers (at your request or otherwise) other than by giving us 30 calendar days' prior notice; and
- provide that the insurers will waive any breach of warranty under the policy of insurance as against us.

7.4 You will irrevocably authorise your insurers to pay to us all monies payable under your insurance policy in respect of any loss or damage to all or any part of the Hired Equipment.

7.5 You will not use or allow the Hired Equipment to be used for any purpose not permitted by the terms and conditions of any policy of insurance for the time being relating to the Hired Equipment nor do or allow to be done any act or thing which may cause such insurance to be invalidated.

7.6 In the event of any loss of or damage to all or any part of the Hired Equipment you will give us immediate notice, you will make or assist in the making of any appropriate claim or claims under the insurance policy in such manner as we may require and you will not in any manner settle or compromise any such claim without our prior written authority.

7.7 You will promptly reinstate or repair at your own expense Hired Equipment which has not become a total loss or a constructive total loss and you will continue to pay Hire Charges in respect of the Hired Equipment during such reinstatement or repair. All insurance monies received in respect of any such loss will be applied (at our discretion) in or towards payment to us of any amounts for the time being due and outstanding from you to us under the Agreement; and in or towards reimbursing you for the costs of such reinstatement of repairs.

7.8 If during the term of the Agreement any item of the Hired Equipment (the **Destroyed Equipment**) becomes a total loss or a constructive total loss (whether as a result of its being lost, destroyed, damaged beyond repair, confiscated or otherwise) the hire of the Destroyed Equipment under the Agreement will cease, but the Hire Charges will remain due and owing for the remainder of the Hire Period and subject to the terms of the Agreement. We may, at our discretion, apply any insurance proceeds received towards the replacement of the Destroyed Equipment and/or towards the payment of Hire Charges (whether or not due) and all other monies due and owing to us by you. Any surplus insurance proceeds received from your insurers by us after the application of this clause 7.8 will be paid to you.

8. Transport, Delivery and Collection charges

8.1 In addition to the Hire Charges, you will pay all costs relating to

- Delivery to the Site, including loading, transporting, unloading and installation of the Hired Equipment and Sale Items (or any additional or similar services you require during the term of the Agreement), and
- Collection of Hired Equipment, including dismantling, loading and return transportation of the Hired Equipment from the Site

in each case at the rates set out in your Sales Order subject to an adjustment at our absolute discretion to reflect an increase in our costs between the date of our Quote and the actual date the costs relating to Delivery and Collection are incurred (and if no rates are specified in your Contract, at we will apply our current rates on the dates such services are incurred).

The transport rate quoted is based on Hired Equipment availability from our depot nearest to your site on a Working Day during our normal working hours. If at the time of ordering there is no availability from the nearest depot, transport will need to be requested. Our depots are located in Basildon, Bristol and Loughborough.

8.2 We will aim to comply with your reasonable requests for postponement of Delivery or Collection, but we will be under no obligation to do so. If Delivery of the Hired Equipment is postponed or delayed by you for any reason (including if the Site conditions are unfit for Delivery), then the Hire Charges will become payable from the Hire Start Date stated in the Sales Order even though the Hired Equipment may not be Delivered to you until after the stated Hire Start Date.

8.3 Any request to postpone a Delivery or Collection must be notified to us by 11.00am at least 2 Working Days before the Delivery Date or Collection Date, or you will be charged in full for all Delivery or Collection related costs as set out in clause 8.1. In addition, if we agree to a postponement of Delivery or Collection, we cannot guarantee any specific date to reschedule the Delivery or Collection, and the provisions of clauses 10 and 11 will continue to apply to the rescheduled Delivery or Collection. In particular note that the notice periods under clause 11.7 must be observed again unless we are able to accommodate a shorter notice (at our absolute discretion). We reserve the right to apply additional charges to meet revised Delivery or Collection timescales requested by you.

8.4 If you require a Delivery or Collection that is not on a Working Day during our usual working hours of 08.00am-17.00pm, or if you require Delivery or Collection during a specific time slot, we will aim to accommodate your requests at an additional charge. We will give you a price for these services on request and add the charges to your invoice.

9. Delivery

9.1 Delivery of the Hired Equipment or Sale Item (as applicable) is made either:

- by you collecting the Hired Equipment or Sale Item from our premises once we have notified you that it is ready for you to collect; or
- by us delivering the Hired Equipment or Sale Item to the Site specified in the Additional Terms.

9.2 On Delivery of Hired Equipment or Sale Items as described in clause 9.1 you are, at all times, solely responsible for deciding the exact position and placement of Buildings on your Site, and to the extent we have agreed in the Agreement to unload and install the Buildings, you are solely responsible for instructing us as to the position and placement of the Buildings on your Site.

9.3 Any date or time quoted for the Delivery of the Hired Equipment or Sale Item, or performance of any Service, in the Quote, the Sales Order or otherwise, is indicative only. We will use our reasonable endeavours to deliver the Hired Equipment or Sale Item by the Delivery Date and, if applicable, carry out the Services as soon as reasonably practicable, however, Delivery Dates or times are not binding on us and time is not of the essence.

9.4 If you fail to:

- take Delivery of the Hired Equipment or Sale Item within 30 minutes of our arrival at the Site;
- provide us with satisfactory and unrestricted access to the Site within 30 minutes of our arrival at the Site on the Delivery Date, including a minimum vehicular height and width clearance of at least 4 metres (width) and 4.2 metres (height);
- provide suitable Site conditions for Delivery of the Hired Equipment by the Delivery Date, and, if applicable, provide a Site suitable for the Site Works, by the date intended for the start of such Site Works;
- give us adequate instructions (including any information, documents, licenses, permits or authorisations required for the Delivery of the Hired Equipment) within 30 minutes of our arrival at the Site;
- notify us at least one Working Day in advance of the Delivery Date, of any expected adverse weather conditions at the Site making it unsuitable (in our opinion) to deliver, unload and install the Hired Equipment or Sale Items;

then, at our sole discretion:

- we may charge you for our reasonable costs associated with such failure and for abortive Delivery costs and the storage and redelivery of the Hired Equipment or Sale Item; and
- in the case of postponement of Delivery by you, you will be liable for all Hire Charges from the intended Delivery Date.

10. Termination and Collection

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- 10.1 The Agreement may be terminated by either party in accordance with the applicable Notice Period set out in clause 10.7, provided that any notice served by you will not be effective to terminate the Agreement until the expiry of the Minimum Hire Period and the termination of the Agreement will not be effective until the Hired Equipment is returned to our control.
- 10.2 You may give us an Off Hire Notice requesting Collection at the end of the applicable Notice Period. Following receipt of the Off Hire Notice, we will notify you of the date on which the Notice Period will expire and the date we intend to collect the Hired Equipment (**Collection Date**).
- 10.3 The date for Collection of the Hired Equipment is approximate only and we will not be liable for any delay in the Collection of the Hired Equipment howsoever caused.
- 10.4 You are liable for all Hire Charges until the earlier of the end of the Notice Period or the end of the day on the Collection Date.
- 10.5 Notwithstanding the notified Collection Date, you are required to comply with your insurance obligations and to protect the Hired Equipment from damage and loss until the Hired Equipment is returned to our control.
- 10.6 You will make the Hired Equipment available to us at the Site without impediment on the Collection Date within 30 minutes of the Collection vehicle arriving at Site, including a minimum vehicular height and width clearance of at least 4 metres (width) and 4.2 metres (height). Any impediment (including adverse weather conditions not notified by you to us prior to any transportation leaving its service centre) to the Collection of the Hired Equipment on the scheduled Collection Date may result in additional charges to you for any costs (including costs in relation to transport, labour, and crane hire) incurred by us. If you do not make the Hired Equipment available for Collection on the scheduled Collection Date (including if the Hired Equipment is not in a Collection Ready Condition), we will contact you to reschedule the Collection Date. In such case you will be liable for Hire Charges until the date on which the Hired Equipment is returned to our control even if that is after the originally scheduled Collection Date plus any costs incurred as a result of the failed Collection.
- 10.7 Subject to clause 10.1, the applicable notice periods (each, a **Notice Period**) are as follows:
- in the case of Hired Equipment, not less than 5 Working Days' notice in writing where the Agreement is for 20 units or fewer;
 - 28 Working Days' notice in writing where the Agreement is for more than 20 units; or
 - in the case of any other type of Hired Equipment and any associated Service where an Off Hire Notice is issued by you or notice to terminate is served by us, not less than 5 Working Days' notice in writing.
- 10.8 Notwithstanding any other provisions of the Agreement, if you:
- fail to pay any Hire Charges or other sums due and payable under the Agreement in full by the due date;
 - commit a breach that we consider in our absolute discretion to be a material or repeated breach of the Agreement (other than failure by you to pay the Hire Charges) and, if such breach is remediable, you fail to remedy it within 5 Working Days days after receiving a notice from us specifying the breach and requiring remedy of it;
 - being a company or other entity:
 - have a petition presented for your winding up;
 - pass a resolution for voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction);
 - enter into a voluntary arrangement with your creditors;
 - become subject to an administration order;
 - have a receiver appointed for all or any of your assets; or
 - are subject to any other analogous process in any jurisdiction;
 - being an individual or firm:
 - become bankrupt or insolvent, or
 - enter into voluntary arrangements with your creditors; or
 - are subject to any other analogous process in any jurisdiction,
- then we have the right in our absolute discretion to (i) suspend all or any further deliveries or any Service under the Agreement or any other contract between the parties, and/or (ii) terminate the Agreement immediately by notice to you, and/or (iii) enter (or appoint an agent to enter) any premises of yours or of any third party where the Hired Equipment and any unpaid Sale Items are stored, in order to recover them.
- 10.9 Upon termination of the Agreement pursuant to clause 10.8, all Hire Charges (including Collection and any other charges) and any sums payable in relation to any other Additional Service Items, including Services performed to the date of termination, will become due immediately regardless of any provision of the Agreement to the contrary. If a generator has been provided to you as part of the Hired Equipment, the generator hours and charges are as set out in the confirmed Sales Order. Any excess generator hours used by you will be calculated and invoiced at the end of the Hire Period or If applicable on earlier termination of the Agreement.
- 10.10 You do not have the right to terminate the Agreement before the end of the Minimum Hire Period, but if we, in our absolute discretion, agree to permit such termination, it will be strictly on condition that we may issue an invoice for the Hire Charges and Service charges (if applicable) for the unexpired portion of the Minimum Hire Period and the costs of the Collection of the Hired Equipment at our then current rates which will be paid in accordance with clause 5.11, or as otherwise agreed in writing, in addition to any amounts then currently due.
- 10.11 If (at our discretion) we allow you to cancel (terminate) the Agreement before the Hire Start Date, you will be liable to us in relation to the cancellation of any Hired Equipment for any costs incurred by us in fulfilment of the terminated Agreement up to the date of termination (including any customisation or purchasing costs and any other preparatory costs including haulage, craneage and modular preparation we have incurred or committed to).
- 10.12 Termination of all or part of the Agreement for whatever cause and however it arises, will not affect either of the parties' rights and remedies that have accrued as at the date of termination, including the right to claim damages or any other remedy in respect of any breach of the Agreement that existed at or before the date of termination.
- 10.13 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after the date of termination will remain in full force and effect after the date of termination.
- ### 11. Your obligations
- 11.1 You, at your own cost, will assume all responsibility for all conditions of the Site above and below the surface including all environmental matters as may be applicable to the Site.
- 11.2 You warrant that you have sought and obtained all necessary consents, licenses and approvals required for the Delivery, Collection, movement, loading, unloading, siting, installation and use of the Hired Equipment, and you will be deemed to have made all necessary due inspections, risk assessments, made all inquiries of all matters pertaining to the site and any access to the site required by us.
- 11.3 Unless otherwise expressly agreed in writing between the parties, you warrant that the Services are capable of being performed on the Site; and the Site and Site access (including ground conditions and weather conditions and vehicular access) are suitable for the safe and effective Delivery, Collection, movement, loading, unloading, siting, installation and operation of the Hired Equipment and performance of the Services and site works; and that any Hired Equipment shall be located within a maximum distance of 5 metres from a suitable vehicular access point.
- 11.4 You will at all times ensure that we have sufficient access to the site to do all things required to be done under the Agreement including delivery and unloading, of the Hired Equipment and any Sale Items, reloading and recovery of the Hired Equipment and performance of the Services. You will provide adequate facilities at the site including vehicular off loading, vehicular access within a maximum distance of 5 metres from the location or proposed location of the Hired Equipment, secure storage for our Hired Equipment and facilities to enable us to safely undertake the site works and the Services.
- 11.5 You will unless otherwise stated in sufficient time and at your own expense provide suitable foundations and ensure the Site is levelled, graded, compacted and free from debris, structures and obstructions for the Hired Equipment, and such foundations will conform to any instruction, specification or drawing, which may be supplied by us.
- 11.6 Unless the parties agree otherwise in writing, you will be responsible for any personnel supplied by us who will be deemed to be acting as your agent and under your control.
- 11.7 Without prejudice to any other claim or remedy available to us, we will be entitled to be paid by you on demand for any costs, losses and expenses incurred by us as a result of your failure to comply with clause 11.1 to clause 11.5, including any overhead recovery, abortive suspension and delay costs and charges, and costs in relation to transport vehicular access labour storage and crane hire.
- 11.8 Unless we have agreed in writing to the contrary with you:
- we will not be under any obligation to provide any additional plant lifting gear or special apparatus, other than that carried by the Delivery or Collection vehicle, required for siting any Hired Equipment;

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- (b) we will not be under any obligation to provide power or labour, other than that carried by the Delivery or Collection vehicle;
- (c) you warrant that any special appliances required for siting the Hired Equipment, which are not carried out by the Delivery or Collection vehicle, will be provided by you or on your behalf;
- (d) we will be under no liability whatever to you for any damage whatever or however caused, if we are instructed to load or unload any Hired Equipment requiring special appliances, which in breach of the warranty in 11.8(b) above, have not been provided by you or on your behalf; and
- (e) you will make available to us, upon provision of the vehicle, competent personnel to fully manage the lifting operation associated with the loading and unloading undertaken by the vehicle, having previously planned the predicted lifting operation in accordance with BS7121: Part 1:1989 and Part 4:1997.
- 11.9 You will bear the full cost of any additional plant lifting gear or special apparatus hired by us for the purpose of siting or removing the Hired Equipment.
- 11.10 We may provide plant lifting gear by entering into a contract for the hiring of plant with a contractor who will undertake the lifting operation on our behalf, and you will indemnify us in full for all costs, damages, losses or liabilities arising out of or connected with the entering into and performance of the contract with the contractor.
- 11.11 The Contractor will be responsible for the management and planning of the lifting operation notwithstanding your responsibilities under BS 7121.
- 11.12 Where, in our opinion, the ground in and around the site (including all private roadways accesses main pipes manholes weighbridges or approaches under through or over which we, our servants, agents or contractors might have to pass in the performance of any obligation) is soft or otherwise unsuitable you will in sufficient time and at your own expense supply and lay a surface in a suitable position for the Hired Equipment to travel over or stand on during the loading and unloading at the site.
- 11.13 Connection and disconnection of mains services on Site and the suitability of those services are your responsibility unless otherwise agreed between the parties in writing.
- 11.14 You will be responsible for obtaining any necessary permissions, consents or authorisation from any owner or occupier of the site or any other land where access is required for the entry into the site and the siting of the Hired Equipment or Sale Item on the site.
- 11.15 You authorise us to accept the signature on Delivery and Collection of the Hired Equipment or Sale Item of any person reasonably holding themselves out to be your representative whether such person be so authorised or not.
- 11.16 You will indemnify us in full for all costs, damages, losses and liabilities incurred by us as a result of a claim made by any person firm or company (including us) arising out of or in connection with this clause 11, except where such costs, damages, losses and liabilities arise solely and directly from our negligent act or omission.
- 12. Subcontracting**
- We may subcontract any part of our obligations under the Agreement.
- 13. Maintenance, alterations, repairs, testing and inspections, loss and damage**
- 13.1 Subject to clause 13.2, you will at your own expense, service, clean and maintain the Hired Equipment in good and substantial repair and condition (including cosmetic), fair wear and tear excepted. We will not be obliged to repair or replace any Hired Equipment due to fair wear and tear (including cosmetic) except to the extent that such fair wear and tear adversely impacts the safe use of the Hired Equipment.
- 13.2 You will at all times comply with and carry out your obligations and responsibilities detailed in the Customer Specification Sheets
- 13.3 In relation to the Hired Equipment:
- (a) you are responsible for immediately notifying us of any breakdown or the unsatisfactory working of or damage to any part of the Hired Equipment and we will arrange to carry out such repairs or works as we decide are necessary, in our sole discretion;
- (b) you will be responsible for all costs and expenses arising from any breakdown, unsatisfactory working of or damage to any part of the Hired Equipment due to your negligence, misdirection, or misuse of the Hired Equipment, whether by you or your personnel;
- (c) you will also be responsible for the cost of spares and/or repairs due to theft, loss, or vandalism of the Hired Equipment; and
- 13.4 You will ensure that at Collection the Hired Equipment is in Collection Ready Condition as described below, otherwise we may charge you additional charges and/or additional Hire Charges:
- (a) the Hired Equipment must be in a clean state;
- (b) if applicable, the Hired Equipment must be disconnected from all utilities;
- (c) any effluent tanks must have been emptied and flushed through;
- (d) all of our Additional Service Items and other accessories must be laid down or otherwise secured. You will be responsible for any damage to Additional Service Items or accessories that occurs in transit resulting from failure to comply with this requirement;
- (e) all items or materials which are not Hired Equipment must be removed from the Hired Equipment. Any items or materials left in the Hired Equipment after Collection may be disposed of by us. If we dispose of, store and/or return items or materials to you, you will be subject to additional charges at our then current rates; and
- (f) all supplied keys must be returned to us on Collection, otherwise a charge will be automatically applied to cover our costs of replacing keys and locks at our then current rates.
- 13.5 If the Hired Equipment is not maintained in accordance with clauses 13.1 and 13.3 or returned in the condition described in 13.4, as applicable, then you will pay our reasonable costs for cleaning the Hired Equipment and rectifying any damage to the Hired Equipment.
- 13.6 You are responsible for the safe keeping and operation of Hired Equipment during the Hire Period and for its return to us at the termination of the Hire Period. If you fail to return the Hired Equipment for whatever reason you will be liable to us and agree to indemnify us for:
- (a) the full replacement value of equivalent new equipment to that of the Hired Equipment, together with all losses, costs or expenses arising therefrom; and
- (b) the Hire Charges (or relevant proportion) until payment of the costs under clause 13.6(a).
- (c) We will be entitled to inspect, maintain and service the Hired Equipment at any time on giving you reasonable notice during the Hire Period and after the Hired Equipment is returned to our control at the end of the Hire Period. If we find any damage to the Hired Equipment, we will inform you about the damage and we may (at our sole discretion and without prejudice to any other rights and remedies we may have under the Agreement), choose to repair the Hired Equipment at your expense, charge you for any damage, repossess the Hired Equipment, or (in the case of a total loss) recover from you the full replacement value of equivalent new equipment, and you agree to indemnify us up to the full new replacement value of the Hired Equipment and against all losses, costs or expenses incurred as a result of such damage to, or loss of, the Hired Equipment. We may send you an invoice for the full cost of any such damage or loss to the Hired Equipment, which will be payable by you in line with the payment terms set out in clause 5, unless you have selected the Critical Loss Waiver option and paid the Critical Loss Waiver Fee during the Hire Period, in which case clause 6.3 will apply in relation to Critical Loss Events only.
- 13.7 The Hired Equipment will not be altered or repaired (other than as set out in clause 13.1) in any way by you unless we agree in advance in writing.
- 13.8 We will be entitled to charge you all reasonable costs incurred in attending the Site to undertake any maintenance or repairs to Hired Equipment unless such costs result solely from the fair wear and tear of the Hired Equipment or our negligence.
- 13.9 You will be responsible throughout the Hire Period for carrying out all statutory inspection tests in accordance with any appropriate regulations. This includes but is not limited to electrical, PAT, gas and water services and electrical appliance testing. You will indemnify us in full for all cost, damage, loss or liability howsoever caused arising out of or connected with your failure to comply with any such statutory inspection tests or regulations.
- 13.10 You will be responsible for all acts and omissions of, and any injury or damage caused by, your employees, agents and contractors in the handling, use, presence in or occupancy of any Hired Equipment. You will indemnify us for any claims made by or against, or costs, losses or liabilities incurred by, us as a result of any act or omission of you, your employees, agents or contractors in connection with this Agreement.
- 14. Additional Service Items**
- 14.1 We will use reasonable endeavours to meet any performance dates for the Services specified in the Sales Order or the Quote, but any such dates will be estimates only and time will not be of the essence.
- 14.2 We warrant to you that the Services will be provided using reasonable care and skill, during our normal working hours.

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- 14.3 You must promptly notify us of any changes which affect or may affect your systems or working environment at the Site; for example, changes to the fabric of the building or changes to internal layout. We will be entitled to inspect the Site and perform additional works (at your cost) required to ensure the Additional Service Items to which a Service relates continue to properly function.
- 14.4 All wiring and cable infrastructure, components, spares or refills required as part of the Service will, unless otherwise agreed in the Sales Order, or if spare parts and/or refills are included but required as a result of neglect, tampering, misuse or discharge of any Additional Service Items, will be supplied by us at your cost and charged at our then current rates.
- 14.5 All Additional Service Items will be deemed to be complete, in good order and condition and to your satisfaction unless notification of any defect is received by us within 48 hours of the relevant Additional Service Item being delivered to Site.
- 14.6 To the extent we are responsible under the Agreement for any malfunction, defect, failure or poor performance of the Additional Service Items or performance of the Services, our liability will be limited to repairing or replacing the Additional Service Items or relevant part or re-performing or completing the Service (as applicable).
- 14.7 Save as provided below, we only warrant Additional Service Items to the extent of and subject to any limitations and exclusions (to the extent permitted at law) in any warranty provided to us for your benefit by the manufacturer or supplier for the relevant Additional Service Item.
- 14.8 We warrant that on Delivery all Sale Items will conform in all material respects with their description as supplied by us and be free from material defects in design, material and workmanship.
- 14.9 We will not be liable for the Additional Service Item's failure to comply with the warranty in clause 14.8 if:
- you make any further use of such Additional Service Item after giving a notice in accordance with clause 14.5;
 - the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Additional Service Item or (if there are none) good trade practice;
 - you alter or repair such Additional Service Item without our written consent;
 - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - the Additional Service Item differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
 - if you fail to comply with any other applicable provision of the Agreement.
- 14.10 The terms of clause 14.7 to 14.9 will apply to any repaired or replacement Additional Service Items supplied by us under clause 14.6.
- 14.11 The price for Sale Items will be the price set out in the Sales Order. We will invoice you after completion of Delivery and such invoice will be paid in accordance with clause 5.11.
- 14.12 All other warranties, including warranties implied by law, are expressly excluded from the Agreement (unless such exclusions are not permitted by law).
- 15. Notice of accidents**
- 15.1 If any Hired Equipment is involved in any accident or incident resulting in injury to persons or damage to property (including the Hired Equipment), you must immediately notify us by email with a copy to the Managing Director and entitled "Important Legal Notice of Accident", and no admission, offer, promise of payment or indemnity will be made by you to any third party without our written consent.
- 15.2 We retain the right to enter your premises to inspect and at our discretion to remove some or all of the Hired Equipment following any accident or incident affecting the Hired Equipment.
- 16. Compliance with law, regulations, guidance, codes of practice and third party consents**
- 16.1 You are solely responsible for applying for, obtaining and complying with all obligations imposed by any law, Act of Parliament, statutory instrument, statutory regulations, Health and Safety Executive guidance (including HSG 168 Fire safety in construction), the Joint Code of Practice (as defined below) and all third party consents or obligations in relation to the Delivery, loading, unloading, installation, use and removal of the Hired Equipment or Sale Item including all building regulations derived from the Building Act 1984, the Offices Shops and Railway Premises Act 1963, The Health and Safety at Work etc. Act 1974, the Town and Country Planning Acts, Regulatory Reform (Fire Safety) Order 2005, The Fire Protection Association Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation 10.1 January 2023 (or any subsequent versions) (**Joint Code of Practice**) and all obligations and third party rights relating to the purposes for which the Hired Equipment or Sale Item is used, or to its condition, Delivery, siting or removal. You will comply with all instructions issued by us or any of our authorised employees, agents or subcontractors.
- 16.2 You will not use the Hired Equipment for any unlawful purpose.
- 16.3 Where we supply a non-fire rated Building, you confirm that:
- the proposed Building which we are supplying is by virtue of its intended use at the Site exempt from the Building Regulations as provided for by Schedule 2 of the Building Regulations 2010 or Schedule 1 of the Building (Scotland) Regulations 2004 and will not be used for or in connection with any alternative use; and
 - you have not identified and we have not been made aware of any significant fire risks on the Site. You are responsible for taking the specification of the non-fire rated Building into account within your fire risk assessment and construction phase plan for the Site to ensure that a non-fire rated Building is appropriate for your intended use; and
 - You are solely responsible, at all times, for ensuring the location of the non-fire rated Building at the Site is in line with any legal requirements, HSE guidance and Joint Code of Practice ; and
 - You are solely responsible for assessing any changes to the Site in order to ensure continued compliance with clause 16.3(c).
- 16.4 The provision of fire safety equipment by us or any of our affiliates does not constitute or amount to either an acceptance of responsibility for fire safety (including for the avoidance of doubt fire risk assessments) at the site where the equipment is located or warrant that the fire safety equipment provided is suitable and sufficient for purpose and does not replace your legal responsibilities as the responsible person (or otherwise) for fire safety at the site under any applicable laws and regulations in force from time to time. We will not be held liable for your failure to comply with your fire safety obligations.
- 16.5 Without limiting our other rights and remedies, any breach of this clause 16 by you will be deemed to be a material breach not capable of remedy and will give us the right to terminate the Agreement immediately by notice to you.
- 16.6 You will indemnify us in full for all costs, damages, losses or liability howsoever caused arising out of or connected with the failure by you to comply with this clause 16.
- 17. Change control**
- 17.1 If you require any variations or changes (a **Change**) to the Hired Equipment or Services as set out in the Sales Order, or if we have to perform a Change in order to execute your instructions (for example, during Delivery or Collection), we may make an adjustment to your Hire Charges based on the Changes and we will include this in your invoice.
- 17.2 We will aim to confirm any adjustment to your Hire Charges with you in advance of performing the Change, but if you do not give us reasonable advance notice of the Change and we are required to perform it without such confirmation, you will be deemed to have accepted our adjustment to the Hire Charges.
- 18. Title and risk**
- 18.1 The Hired Equipment will at all times remain our property and you will have no right, title or interest in or to the Hired Equipment (except for the right to possession and use under the Agreement).
- 18.2 We retain the right to affix a mark or plate on any Hired Equipment identifying it as our property (or that of our subcontractors, suppliers or lessors) and you will not remove, deface or cover up the same.
- 18.3 You will not be permitted to affix any mark or plate on any Hired Equipment unless prior written consent has been given by us. If such consent is given, you will be responsible for the cost of rectification or reinstatement at the termination of the Hire Period.
- 18.4 You will ensure all Hired Equipment is safe at all times and without risk to health.
- 18.5 All risk and liability in relation to your enjoyment, use and occupation of the Hired Equipment during the Hire Period, including the risk of loss, theft, damage or destruction of the Hired Equipment will pass to you from the Delivery of such Hired Equipment to the Site and will remain at your sole risk for the duration of the Hire Period and until the Hired Equipment is returned to our control.
- 19. Limitation of liability**
- 19.1 Without prejudice to clause 19.2, our maximum aggregate liability under or in connection with the Agreement (including any liability for the acts or

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- omissions of our employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, will in no circumstances exceed the aggregate amount received by us by way of Hire Charges under the Agreement during the 12 months prior to the occurrence of such cause.
- 19.2 Nothing in the Agreement will exclude or in any way limit any liability which cannot legally be limited, including:
- either party's liability for death or personal injury caused by its own negligence; and
 - either party's liability for fraud or fraudulent misrepresentation.
- 19.3 The Agreement sets out the full extent of our obligations and liabilities in respect of hiring the Hired Equipment, the provision of any Service and the sale of any Sale Item. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically stated in the Agreement. Any condition, warranty or other term concerning the Hired Equipment, Sale Item or any Service which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded to the fullest extent permitted by law.
- 19.4 Without prejudice to clause 19.2, we will not be liable under the Agreement for any loss of profit, loss of revenue, loss of business, or for any indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- 19.5 If you have any claim against us under the Agreement you must give us notice as soon as reasonably practicable after the claim first arises.
- 20. Specification and intellectual property**
- 20.1 The specifications, drawings, data, literature and statements as to dimensions, suitability, performance or otherwise issued by us in connection with the Hired Equipment are offered in good faith but are intended to be approximate only and the Hired Equipment is supplied subject to no conditions nor will it carry any guarantee or warranty as to dimensions, quality, fitness, performance or suitability.
- 20.2 You are responsible for the correct selection of the Hired Equipment and while we may supply drawings, make recommendations or provide assistance, you will not rely on us and will rely solely on such expertise as may be available to you from your own or other technical sources.
- 20.3 You may not use our intellectual property except as expressly permitted in this Agreement and subject to any conditions we feel are necessary. You must not use any other marks or get up which may be associated with or are confusingly similar to those used by us.
- 20.4 All right, title and interest in and to our intellectual property, including the intellectual property in the Hired Equipment and in any drawings, data and literature relating to the Hired Equipment and our goods and services, belongs, and always will belong, to us or any member of our group companies.
- 20.5 You must not license, assign or register (or attempt any of those acts) in any country our intellectual property or any trade marks, designs, domain names, trading names or business names that are similar to any of the ones we own. You must not license, assign, register or use (or attempt any of those acts) product and service names, logos, trademarks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our intellectual property.
- 20.6 The Agreement does not and will not operate to grant you any rights in respect of any intellectual property we own. If you wish to use any of our intellectual property you must first seek our consent to which we may attach such conditions as we see fit.
- 20.7 For the purposes of this clause 20, "**intellectual property**" means patents, trademarks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered.
- 21. Force Majeure**
- 21.1 We will not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, disease, epidemic or pandemic, traffic congestion, mechanical breakdown (including of machinery, equipment and vehicles), any public or private road being blocked, or industrial action (including by our own or our agents' or subcontractors' workforce)).
- 21.2 We will aim to tell you promptly about any event of force majeure as described in clause 21.1 which affects our performance of the Agreement and will try to mitigate the effect of such event on the performance of our obligations.
- 21.3 If we are unable to perform our obligations for a continuous period of four weeks, we may terminate the Agreement or such part of the Agreement that relates to the affected Hired Equipment, Sale Item or Service (as applicable) immediately by giving notice to you.
- 22. No assignment, sale or transfer**
- 22.1 You will not, without our consent in writing, assign your rights under the Agreement or subcontract any part of the performance of the Agreement.
- 22.2 You will not, without our written consent, sell or offer for sale, assign, part with possession, or re-hire/sub-hire, mortgage, pledge or otherwise deal with the Hired Equipment and you will indemnify us in full against all losses, damages, costs, charges and expenses that may result from your failure to comply with this clause 22.2.
- 22.3 You will not remove the Hired Equipment from the Site without our prior written consent.
- 23. Repossession and indemnity**
- 23.1 If you are in material or repeated breach of the Agreement (as determined by us in our sole discretion) or if the Agreement is terminated by either party in accordance with clause 10, then we can repossess the Hired Equipment.
- 23.2 You will indemnify us in full against all claims, losses or liabilities whatsoever as a result of or in connection with us repossessing the Hired Equipment.
- 23.3 You agree that we may at any time without notice enter your premises or any other premises leased or otherwise occupied by you in order to repossess the Hired Equipment pursuant to the Agreement.
- 24. On-Hire / cross-hire of Hired Equipment**
- 24.1 Except as expressly agreed in the Sales Order, you must not on-hire or cross-hire the Hired Equipment to a third party without our prior written consent, which we may withhold in our absolute discretion, and any consent given by us will be on the condition that you protect our title in the Hired Equipment in such manner as we may reasonable require.
- 24.2 The on-hiring or cross-hiring of the Hired Equipment does not relieve you from any liability or obligation under the Agreement and you remain liable to us for the acts and omissions of any sub-hirer or cross-hirer (as the case may be), and employees and agents of any sub-hirer or cross-hirer as if they were your acts or omissions.
- 24.3 You will indemnify us in full for any claims made by or against, or costs losses or liabilities incurred by, us as a result of any act or omission of you, your employees, agents or contractors in connection with any on-hiring or cross-hiring (with or without our consent) of the Hired Equipment.
- 25. Hired Equipment not for sale**
- The Hired Equipment is not for sale to you.
- 26. Confidentiality and Data Protection**
- 26.1 You undertake that you will not at any time disclose to any person any confidential information concerning your Agreement with us, our business, affairs, customers, clients or suppliers, except as permitted by clause 26.2.
- 26.2 You may disclose our confidential information:
- to your employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out your obligations under the Agreement. You will ensure that your employees, officers, representatives, subcontractors or advisers to whom you disclose our confidential information comply with this clause 26; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 26.3 You will not use our confidential information for any purpose other than to perform your obligations under the Agreement.
- 26.4 For the purpose of this clause 26 "confidential information" means all information in respect of our business and financing including, but not limited to, any ideas, business methods, manufacturing and operating techniques, finance, prices, financial marketing development or manpower, plans, drawings, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by us.
- 26.5 You will not disclose personal data to us other than to the extent necessary for the performance of the Agreement. We will process any such personal data as a data controller in compliance with Data Protection Laws and in accordance with our Privacy Policy.

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27. Interpretation

27.1 These Standard Conditions of Hire will be interpreted without reference to their headings. In the Agreement any reference to “include”, “including”, “such as” or “in particular” or any similar term will be construed without limitation. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to a URL is a reference to that URL as amended from time to time. Unless otherwise stated, a reference to a day means a calendar day. Notices must be given in writing. Any reference to “writing” or “written” includes communication by email.

28. Waiver and amendment

- 28.1 A party's failure or delay to exercise a power or right does not operate as a waiver of the power or right. A waiver is not effective unless in writing.
- 28.2 We may change the terms of these Standard Conditions of Hire (other than clause 5.2) by giving notice to you and/or by publishing such changes on our website at <https://www.advante.co.uk/terms-and-conditions/>. We will notify you of any changes which we believe to be significant at least 30 days before the changes take effect.
- 28.3 Other than changes permitted by clause 28.2, no other provision of the Agreement will be amended in any way unless agreed by both parties in writing.

29. Severability

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause will not affect the validity and enforceability of the rest of the Agreement.

30. Entire agreement

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

31. Notices

Any written communication or notice between the parties will be effective and will be sufficiently served if sent by letter by pre-paid post, as an email or delivered by hand to the address of the other party as referred to in the Sales Order and will be deemed to have been received: (a) if sent by post 2 Working Days after posting; (b) if sent by email 1 Working Day after transmission; and (c) if delivered by hand at the date of delivery.

32. Third party rights

Unless expressly stated to the contrary, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party who is not a party to the Agreement to enforce any term of the Agreement.

33. Governing law and jurisdiction

- 33.1 The Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law.
- 33.2 You irrevocably submit to the exclusive jurisdiction of the English courts.