

EQUIP EVENT SERVICES LTD

TERMS & CONDITIONS OF EQUIPMENT HIRE AND SERVICES

These Terms & Conditions shall apply to all contracts, whether oral or in writing, with Equip Event Services Ltd (“equip”) in respect of the hire of equipment and the provision of services.

1. DEFINITIONS

1.1 In the Contract:

- “Conditions” means these Terms & Conditions together with any Special Conditions;
- “Contract” means the Quotation and the Conditions which together form the contract between Equip and the Hirer for the hire of the Equipment and the provision of the Services;
- “Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
- “Commencement Date” means the date the contract comes into being as described in clause 2;
- “Confidential Information” means the Contract and all information obtained by one party from the other pursuant to the Contract which is expressly marked as confidential or which is manifestly of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure;
- “Consumables” mean goods to be sold by equip to the Hirer for use with the Equipment as set out in the Quotation or as otherwise agreed between the parties from time to time, which may include, without limitation, batteries, tape or carpet;
- “Content” means the information and experiences curated by the Hirer; directed at the end-user or audience; delivered via different media including; the Internet and its various streaming platforms, cinema, television, radio, smartphones, audio CDs, books, e-books, magazines / print items, and live events;
- “Deliver” or “Delivery” means the delivery of the Equipment and/or the Consumables by equip to the Hirer at the Location, or if agreed between the parties, collection of the Equipment and/or the Consumables by the Hirer’s carrier;
- “Delivery Date” means the date of Delivery of the first of the Equipment or Consumables, or the date the Services commence if earlier;
- “Due Date” means the date for payment of the Fees as set out in Condition 6.1;
- “Equipment” means the equipment specified in the Quotation or any item or group of items of such equipment and all component parts or accessories of such equipment, all additions to, replacements or renewals of, any such equipment or item or any such component part or accessory and all protective casings, operational instructions, manuals and any accompanying information relating to its safe use, servicing and maintenance and any Software or Radio Licence;
- “Fees” means the amount payable by the Hirer to equip for the hire of the Equipment, the provision of the Services, the purchase of Consumables and where applicable the delivery of the Equipment and/or Consumables, and including where applicable any deposit, as set out in the Quotation or otherwise agreed in writing between the parties;
- “Force Majeure” means an act of God, outbreak of hostilities, riot, civil disturbance, act of terrorism, the act of any government or authority (including refusal or revocation of any licence or consent), fire, explosion, flood, fog or adverse weather conditions, failure of utility service including but not limited to electric power, gas, water or telephone service, failure or breakdown of plant,

machinery or vehicles, default of suppliers or sub-contractors, theft, malicious damage, strike, lock-out or industrial action of any kind, and any cause or circumstance whatsoever beyond equip's reasonable control.

“Hirer”	means the hirer set out in the Quotation;
“Location”	means the place where the Equipment is to be installed and operated and Services are to be performed as set out in the Quotation;
“Personnel”	means any employees or sub-contractors of equip supplied in connection with the Services;
“Quotation”	means the quotation provided to the Hirer by equip setting out details of Equipment, Consumables, Services, Fees, duration of hire and timescales;
“Radio Licence”	means any site specific radio licence specified in the Quotation or otherwise supplied to or arranged for the Hirer by equip as part of the Equipment;
“Services”	means the supply, installation, operation and take down of Equipment, the provision of transportation, Personnel and all other services to be performed by equip as set out in the Quotation;
“Software”	means any computer programs and operating systems specified in the Quotation or otherwise supplied to the Hirer as part of the Equipment;
“Software Licence”	means the non-exclusive licence to use the Software granted by equip to the Hirer under clause 5 with the hired Equipment but not further or otherwise;
“Special Conditions”	means any special conditions agreed between the parties and set out in the Quotation.

1.2 Unless a contrary indication appears, any reference in the Contract to a provision of law is a reference to that provision as amended or re-enacted.

1.3 Headings are for ease of reference only.

## 2. FORMATION OF CONTRACT

2.1 The Contract comes into being upon the earlier of:

2.1.1 equip's confirmation to the Hirer that it has received and accepts the Hirer's Fax, E-mail or oral communication indicating its acceptance of the Quotation and the Conditions; or

2.1.2 the Delivery of Equipment or Consumables or commencement of the Services,

(the “Commencement Date”).

2.2 Upon receipt of equip's written confirmation of its acceptance of the contract, the Hirer shall sign and return the confirmation notice to equip as soon as practicable.

## 3. EQUIPMENT

3.1 The Equipment shall belong to equip (or to equip's suppliers or sub-contractors as the case may be, and in such case references to equip's rights and/or title under Conditions 3.6 and 3.7 shall be deemed to include those of the Equipment owner) and no title to, or ownership of the Equipment shall pass to the Hirer or to any third party.

3.2 The Hirer shall not remove from the Equipment any indication of ownership.

3.3 The Hirer shall have no right, title or interest in or to any part of any item of Equipment except the right to hire the Equipment in accordance with the Contract.

- 3.4 The Hirer shall not attempt or hold itself out as having any power to sell, charge or otherwise encumber or to sell or otherwise dispose of any item of Equipment or any interest in any item of Equipment.
- 3.5 Unless otherwise agreed, the Hirer shall be permitted to sub-hire the Equipment, provided that any such sub-hire shall in no way relieve the Hirer of any of its obligations under the Conditions or the Contract and shall be made on terms no less stringent than the Conditions and the Hirer shall procure that the sub-hirer shall comply with the terms of any Software Licence and/or Radio Licence supplied under the Contract.
- 3.6 The Hirer shall take or procure the taking of all necessary steps to safeguard equip's rights in respect of the Equipment and shall not do nor permit to be done anything that jeopardises the rights of equip in the Equipment or deliberately omit to do anything that would allow those rights to be jeopardised.
- 3.7 The Hirer shall make clear to third parties that title to the Equipment is held by equip in circumstances and on occasions where the ownership of the Equipment may be relevant.
- 3.8 The Hirer shall:
- 3.8.1 not cause or permit any item of Equipment to be employed, used or operated in any manner contrary to any law or regulation;
  - 3.8.2 procure that each item of Equipment is employed, used or operated:
    - (a) in a skilful, careful and proper manner;
    - (b) only for the purpose for which it was designed; and
    - (c) in accordance with and subject to all instructions issued by the manufacturer of that item of Equipment and any government agency or authority; and
    - (d) in accordance with and subject to all applicable laws and regulations.
- 3.9 The Hirer shall not make additions, alterations or modifications to, or remove any part of, any item of Equipment without the prior written consent of equip.

## 4. CONSUMABLES

- 4.1 The risk in and title to the Consumables shall pass to the Hirer on completion of Delivery.

## 5. SOFTWARE LICENCE

- 5.1 This Condition 5 shall apply where the Equipment includes any Software.
- 5.2 In consideration of the Fees, equip grants to the Hirer the Software Licence for the duration of the Contract.
- 5.3 Save as otherwise agreed in writing between the parties, the Hirer shall:
- 5.3.1 use the Software only for the purpose for which it is supplied;
  - 5.3.2 use the Software only on the computer or device on which it is supplied by equip and shall not install the Software on any other device, server or computer;
  - 5.3.3 not copy, back up, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part and shall take steps to prevent unauthorised copying by any third party;
  - 5.3.4 notify equip as soon as it becomes aware of any unauthorised use of the Software by any person;

- 5.3.5 save as permitted under clause 3.5, not sub-license, assign or novate the Software Licence in whole or in part; or allow the Software to become the subject of any charge, lien or encumbrance; or deal in any other manner with any or all of its rights and obligations under the Software Licence; and
- 5.3.6 accept and comply with any third party terms of use applicable to and supplied with the Software.
- 5.3.7 be responsible for all content, be it in a live or virtual / streaming setting; the Hirer represents and warrants that it owns, or has the necessary permissions to use and authorise the use of the Hirer's Content. The Hirer grants equip and its subcontractors a non-exclusive, worldwide, royalty-free, paid up, transferable right to host, cache, copy and store the Hirer's Content for the purpose and in conjunction with providing and supporting the Service. The Hirer acknowledges and agrees that, except as expressly set forth herein, (a) equip is not responsible in any manner for the Hirer's Content, (b) Hirer assumes all risk associated with its Content and the transmission and sharing of its Content and (c) Hirer has sole responsibility for the accuracy, quality, legality and appropriateness of its Content.

## 6. PAYMENT

- 6.1 The Hirer shall pay the Fees (together with any VAT) in accordance with the terms of payment set out in the Quotation, or if no date is specified for payment, on or before the earlier of:
  - 6.1.1 three working days prior to the Delivery Date; and
  - 6.1.2 30 days of the date of equip's invoice.
- 6.2 In addition to the Fees, where indicated in the Quotation, the Hirer shall reimburse equip for any reasonable expenses incurred by equip, which may include without limitation, parking, travel, accommodation and/or subsistence, incurred wholly and exclusively for the purpose of providing the Services, which shall be payable within 30 days of equip's invoice for such expenses.
- 6.3 Time for payment shall be of the essence.
- 6.4 The Hirer shall at no time be entitled to set off any amount against any sums due to equip which shall be paid in full without deduction.
- 6.5 If the Hirer fails to make any payment on the Due Date then without prejudice to any right or remedy available to it, equip shall be entitled to:
  - 6.5.1 cancel any discounts quoted to or agreed with the Hirer and refuse to offer such discounts on future contracts with the Hirer;
  - 6.5.2 cancel the Contract or suspend or refuse to supply Equipment or to provide Services under the Contract or any other agreement with the Hirer;
  - 6.5.3 apply any payment made by the Hirer under the Contract or any other agreement (notwithstanding any express instruction by the Hirer) towards the discharge of the balance due; and/or
  - 6.5.4 charge the Hirer interest on overdue balances at a rate calculated in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 until payment is made in full. All costs, charges and expenses incurred by equip in recovering any debt shall be paid by the Hirer on a full indemnity basis.
- 6.6 Payment takes place when equip receives in such account with such bank as equip specifies from time to time payment in full of the amount due in pounds sterling and in cleared funds.
- 6.7 Any payment which is due to be made on a day that is not a Business Day shall be made on the preceding Business Day.
- 6.8 In the event that any Equipment is (i) returned to equip later than the date agreed for its return; or (ii) lost, stolen, damaged or destroyed, the Hirer shall be required to pay additional Fees at the same rate as provided in the Quotation until:
  - 6.8.1 in the case of (i), its return to equip; or

6.8.2 in the case of (ii), the earlier of its repair or replacement or a period of 13 weeks after the date it was due to be returned; or

6.8.3 in either case the payment in full by the Hirer of the cost of replacing the Equipment.

6.9 In the event that any Equipment is lost, stolen, damaged or destroyed by the Hirer or while under its control or that of its sub-hirer, the Hirer shall be required, at equip's discretion, to:

6.9.1 return the Equipment to equip for repair, such transportation and repairs to be at the Hirer's cost; or

6.9.2 pay to equip the full cost of replacing the Equipment.

6.10 equip reserves the right, at any time before the Delivery Date and upon reasonable notice to the Hirer, to increase the Fees to reflect any increase in cost due to:

6.10.1 an event of Force Majeure; or

6.10.2 any change or delay caused by the Hirer; or

6.10.3 any breach by the Hirer of Condition 9.1.1; or

6.10.4 any matter apparent on subsequent site survey.

To the extent that the Services have not been performed (but not otherwise), if the Hirer following consultation with equip does not accept the increase and equip does not waive it, the Hirer may terminate the Contract by written notice within 5 Business Days of notice of the increase provided that the Hirer shall indemnify equip in full against all costs, charges and expenses incurred by equip prior to or as a result of termination.

## 7. CANCELLATION

7.1 In the event that the Hirer wishes to cancel the Contract prior to the Delivery Date, it shall provide written notice to Equip and the following scale of Fees will apply:

7.1.1 where equip receives written notice 48 hours or less from the Delivery Date, the Hirer shall pay the Fees in full;

7.1.2 where equip receives written notice more than 48 hours but less than 72 hours from the Delivery Date, the Hirer shall pay 75% of the Fees, but 100% of crewing Fees will be due;

7.1.3 where equip receives written notice more than 72 hours but less than 7 working days from the Delivery Date, the Hirer shall pay 50% of the Fees, but 100% of crewing Fees will be due;

7.1.4 where equip receives written notice more than 7 working days but less than 14 working days from the Delivery Date, no Fees shall be payable by the Hirer, but 100% of crewing Fees will be due;

7.1.5 where equip receives written notice more than 14 working days from the Delivery Date, no Fees shall be payable by the Hirer.

7.2 In the event that the Hirer cancels the Contract pursuant to Condition 6.9, no Fees will be payable.

## 8. EQUIP'S OBLIGATIONS

8.1 equip shall:

8.1.1 before Delivery, check the Equipment to ensure that it is in good working order;

8.1.2 carry out any site survey that equip, at its sole discretion, determines is necessary;



- 8.1.3 Deliver the Equipment and carry out the Services with reasonable care and skill and in accordance with the standards generally observed in the industry for similar services;
  - 8.1.4 use reasonable endeavours to supply the Equipment requested by the Hirer, provided that Equip reserves the right to alter the specification of the Equipment or to substitute alternative items of similar specification or performance;
  - 8.1.5 supply all necessary paperwork relating to HSE risk assessments and method statements; and
  - 8.1.6 where provided for in the Quotation, provide instructions for use and/or training on the Equipment to the Hirer in the form to be determined by equip.
- 8.2 Subject to sufficient supply, equip will supply to the Hirer such Consumables as are specified in the Quotation or as agreed from time to time.

## 9. HIRER'S OBLIGATIONS

### 9.1 The Hirer shall:

- 9.1.1 provide equip with timely and full instructions regarding the Equipment and Services required;
- 9.1.2 comply with any rules and regulations and all instructions given by equip for the use of the Equipment;
- 9.1.3 pay equip's Fees in accordance with Condition 6 and the Quotation;
- 9.1.4 provide accurate information in order for equip to carry out its obligations under the Contract;
- 9.1.5 immediately notify equip in writing of any change or alteration to any of the information supplied to equip;
- 9.1.6 provide equip, its employees and the Personnel with access to and egress from the Location and suitable facilities including such parking facilities and/or unloading facilities as the parties agree (which may include without limitation fork lift or other vehicles, support structures and suitable ground surface) a telephone with an external line, an uninterrupted power supply terminated in an appropriate connection within a reasonable distance from the position where the Equipment is to be installed and such other facilities as equip shall require from time to time;
- 9.1.7 ensure that any materials, equipment and/or services required to be provided by the Hirer to enable equip to carry out the Services are provided at the agreed time and place to an equip representative and that any such materials and/or equipment are of adequate specification and quality and are in good working order and that any such services are provided by persons of adequate competence and experience using reasonable care and skill;
- 9.1.8 where applicable, comply with any licence terms and/or terms of use applicable to and supplied with any Radio Licence;
- 9.1.9 obtain all necessary licences and consents relating to the Location and the communication or use by equip of live or pre-recorded material;
- 9.1.10 if transportation of Equipment is to be provided by the Hirer, to arrange any necessary customs clearances, to comply with all import and/or export regulations and to pay all related duties and charges;
- 9.1.11 except where otherwise agreed between the parties, not permit the Equipment to be installed or operated other than by the Personnel;
- 9.1.12 not open the outer casing or otherwise interfere with the Equipment or remove any notices or serial numbers from the Equipment;
- 9.1.13 in the event of breakdown or malfunction of the Equipment, not attempt to repair or arrange any repair without equip's prior authorisation;

- 9.1.14 ensure the Location is safe for the position, installation and use of the Equipment and take all reasonable precautions to ensure that the Equipment is safe and secure from theft, loss or damage and to notify equip of any known or unusual risks; and
- 9.1.15 ensure safe working conditions for the Personnel and take all reasonable steps to safeguard the health, safety and welfare of Personnel at the Location.
- 9.2 Where applicable, the Hirer shall be responsible for programming any site specific radio frequencies into the Equipment in the event that equip is unable to do so.
- 9.3 Notwithstanding Conditions 9.1.14 and 9.1.15, the Hirer acknowledges that equip shall not be obliged to provide or continue to provide the Services and may remove any Equipment from the Location if, in equip's reasonable opinion, there is a material risk to the safety or security of the Equipment or to the health, safety and welfare of Personnel, and including, but not limited to, risks caused by adverse weather conditions.
- 9.4 A representative of the Hirer shall be present at the delivery point of the Equipment and shall inspect the Equipment for apparent damage and breakages and shall inform equip of any shortages, breakages or damages on the delivery documents. If no such notice is given, the Equipment shall be deemed to have been delivered undamaged (but not as regards latent defects or damage not visible on inspection) and its representative's signature of the delivery documents shall constitute acceptance of Delivery.
- 9.5 Where the Services do not include the provision of Personnel for the installation of Equipment, the Hirer shall carry out appropriate checks and tests on the Equipment upon Delivery, before use and upon installation to satisfy itself that the Equipment is in working order.
- 9.6 Where the Services do not include the provision of Personnel for the operation of the Equipment, the Hirer shall ensure that the Equipment is used only in the proper manner in accordance with any instructions provided by equip, without risk to health & safety and not contrary to any law, or for any purpose except that for which the Equipment designed or reasonably suited.
- 9.7 In the event that the parties agree that the Hirer will provide a support structure for the Equipment, the Hirer shall obtain appropriate professional advice and shall ensure that the surface upon which the structure and Equipment will be installed will be stable under load and that the structure will be fit for purpose (taking account of prevailing wind speeds) and will comply with all health & safety and other regulations. The Hirer shall provide equip on request with copies of any certificates of compliance and structural engineering calculation verifying the adequacy of the Hirer's structure. Equipment dimensions, weights and representational drawings of structures are available from equip on request, but are approximate and representational only and do not obviate the need for the Hirer to obtain appropriate professional advice.
- 10. INSURANCE
- 10.1 The Equipment shall be at the Hirer's risk from Delivery until the Equipment is returned to equip's premises or possession is taken by equip's carrier if earlier.
- 10.2 The Hirer shall, at its own expense, arrange and maintain insurance with a reputable insurance company naming equip as a loss payee against: (i) all loss of or damage to the Equipment (whether or not caused by the fault of the Hirer or equip) for the whole of the period covered by clause 10.1 in an amount equal to its replacement cost new; (ii) liability for any continuing Fees payable under Condition 6.8; and (iii) injury to Personnel.
- 10.3 Notwithstanding the Hirer's obligations in clause 10.2, insurance may be requested from equip.
- 10.4 The Hirer hereby irrevocably authorises equip in the name of and on behalf of the Hirer:
  - 10.4.1 to make any claims under the insurance in respect of any loss or damage to the Equipment
  - 10.4.2 to settle or compromise such claims; and
  - 10.4.3 to receive and give good discharge to insurers for any moneys payable.
- 10.5 In the event that any Equipment is lost, damaged or destroyed, the Hirer shall promptly notify equip and assist in making appropriate insurance claims and shall not settle or compromise any claim without equip's consent.

- 10.6 The Hirer shall do nothing, nor allow anything to be done, to invalidate any policy of insurance.
- 10.7 If required by equip, the Hirer shall provide evidence of its insurances and payment of any premium and shall not subsequently alter the terms of such insurances and/or diminish any benefit to equip without equip's prior written consent.
- 10.8 If the Hirer fails to maintain adequate insurance, or to produce the evidence required under Condition 10.7 when requested, or if the parties otherwise agree in writing, equip may arrange to insure the Equipment in consideration of which the Hirer shall pay to equip an additional sum equal to 12.5% of the Fees.
- 10.9 equip accepts no liability for loss or damage to any equipment, materials or data belonging to the Hirer or any third party which equip may agree to store, transport or use, and such equipment, materials or data shall at all times remain at the Hirer's risk.

## 11. LIABILITY

- 11.1 Except as provided in the Contract, all conditions, warranties and representations concerning the Services and the Equipment, their state, quality, description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law. All Equipment (including but not limited to any Software and/or Radio Licence) supplied by equip is provided "as is" and no warranty is given as to performance, functionality, fitness for purpose or uninterrupted use.
- 11.2 equip will not be liable for any loss, injury and/or damage of whatsoever nature suffered or sustained by or to the Hirer or its property unless such loss or damage is caused directly by the negligence of equip, its employees or the Personnel and except where equip, its employees or the Personnel are acting under direction of the Hirer.
- 11.3 equip shall have no liability in contract, tort or otherwise for any loss and/or damage of any kind that arises as a result of:
  - 11.3.1 failure of or disruption to the video and/or broadcasting picture or audio quality arising from the quality or availability of video and/or audio sources outside the direct control of equip;
  - 11.3.2 any delay or failure to deliver the Equipment caused by the Hirer and/or its employees or agents;
  - 11.3.3 any delay or failure to deliver the Equipment, failure of Equipment, disruption to the Services or inability of the Hirer to access or use the Equipment where caused by the Hirer's failure fulfil its obligations under clause 9 or otherwise agreed between the parties; or
  - 11.3.4 any loss, damage or expense caused by any interruption or loss of use of the Equipment.
- 11.4 Nothing in this Condition 11 shall restrict equip's liability for death or personal injury caused by its negligence or the negligence of its employees or the Personnel or for fraudulent misrepresentation.
- 11.5 equip shall not be liable to the Hirer for any indirect or consequential loss or damage, nor for any loss of profit, loss of business, increased cost of working, depletion of goodwill, costs, expenses or claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract even if reasonably foreseeable or equip was advised of the risk of its occurrence.
- 11.6 equip shall have no liability to the Hirer for any loss, damage, costs, expenses or other claims for compensation arising from any incomplete, incorrect or inaccurate information provided by the Hirer to equip.
- 11.7 The aggregate liability of equip, its employees and the Personnel in contract, tort (breach of statutory duty or negligence), misrepresentation or otherwise, arising in connection with the Contract, shall be limited:
  - 11.7.1 in respect of damage to or loss of data or recorded material, to the cost of replacing the blank discs or other media only;
  - 11.7.2 in respect of damage to or destruction of physical property caused by equip's negligence, to £1,000,000; and
  - 11.7.3 in respect of any other loss, to the total amount of the Fees paid by the Hirer under the Contract,

and the Hirer shall notify equip of any claims within 14 days of the occurrence specifying in detail the grounds for such claims.



11.8 The Hirer shall indemnify equip against all liabilities whatsoever arising out of the operation and use of the Equipment by the Hirer or its employees or agents and any breach by the Hirer of the Contract (including without limitation any loss, damage or injury caused by any negligent act or omission or wilful misconduct of the Hirer, its employees, agents or subcontractors or any claim that any use or communication of any material infringes any patent, copyright, trade mark, registered design right or other intellectual property right of any third party) and against any related costs claims, demands, expenses and liabilities incurred by equip provided that such indemnity shall not extend to liability for equip's negligence.

## 12. WARRANTIES

12.1 All information that has been provided by or on behalf of the Hirer is accurate in all material respects as at the date it was provided or as at the date (if any) at which it was stated.

12.2 The Hirer acknowledges that it has determined and selected its requirements for the Equipment and Services and that equip gives no warranty as to the Equipment's suitability for any particular purpose, provided that where equip has recommended the Equipment or supplied any substitute Equipment to the Hirer, equip warrants that such Equipment shall be suitable for such purposes as the Hirer has notified to it.

## 13. TERM AND TERMINATION

13.1 The Contract comes in to force on the Commencement Date and shall continue until the last event as set out in the Quotation has taken place.

13.2 Notwithstanding any other right or remedy available to the parties, the Contract may be terminated:

13.2.1 by equip immediately on giving notice in writing to the Hirer if:

- (a) the Hirer sells, assigns, parts with or ceases to carry on its business or that part of its business relating to the Services provided by equip or threatens to take any of these actions;
- (b) the Hirer does not pay within 3 Business Days of the Due Date any amount payable pursuant to the Contract;
- (c) any representation made or deemed to be made by or on behalf of the Hirer in the Contract or any other document relating to the Contract is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (d) equip is prevented from performing the Services by an event of Force Majeure as set out in Condition 15; or
- (e) neither the Hirer nor equip is able to obtain the insurance required under Condition 10 on terms (including but not limited to the insurance premium) to equip's reasonable satisfaction.

13.2.2 by either party immediately on giving notice in writing to the other if:

- (a) the other commits any material breach of any Condition of the Contract and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminate);
- (b) the other party shall become insolvent or shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or (being an individual) shall present or allow to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986.

13.3 On termination of the Contract:

13.3.1 all sums owing by the Hirer shall become immediately payable; and

13.3.2 the Hirer shall immediately arrange for all Equipment to be made available for collection by equip (or if so agreed, to be delivered to equip by the Hirer's carrier) in good working condition (fair wear and tear excepted) at its own expense.

13.4 In the event of default of Condition 13.3.2:

13.4.1 equip shall be entitled without notice to repossess the Equipment and all costs and expenses (including without limitation, any legal costs and expenses) incurred in the location, repossession and/or restoration of the Equipment shall be payable to equip by the Hirer; and

13.4.2 the Hirer shall not prevent Equip, its employees and/or the Personnel from collecting the Equipment and shall grant a licence to enter the Location for this purpose.

## 14. NOTICES

14.1 Any notice required to be given shall be sufficiently given if in writing and properly addressed and sent by pre-paid first class post to, in the case of equip, its registered office and, in the case of the Hirer, its last known address or by email to the address notified by each party for that purpose (provided that if sent by email a copy of such notice shall follow immediately by post), and shall be deemed to have been properly served at the time when in the ordinary course of transmission, it would reach its destination, provided that falls on a Business Day, failing which service will be deemed to take effect at the start of the next Business Day.

## 15. FORCE MAJEURE

15.1 Equip shall not be in breach of the Contract or under any liability to the Hirer for any delay in performing or for failure to perform its obligations under the Contract if the delay or failure results from an event of Force Majeure.

## 16. GENERAL

16.1 If any provision of the Contract at any time is or becomes illegal, invalid or unenforceable under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Contract under the law of that jurisdiction, nor the legality, validity or enforceability of that provision or any other provisions of the Contract under the law of any other jurisdiction will in any way be affected or impaired.

16.2 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by law. If equip fails to exercise, or delays in exercising, any of its rights or remedies under the Contract, such failure or delay shall not operate as a waiver. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.

16.3 If the Hirer is more than one person, they shall be liable both individually and together.

16.4 The parties to the Contract may only amend or waive any Condition of the Contract in writing.

16.5 The Contract may not be assigned by the Hirer without the prior written consent of equip. equip may assign all or any of its rights under the Contract.

16.6 equip shall be entitled to subcontract any of its obligations under the Contract.

16.7 The Hirer hereby agrees and undertakes that it shall not induce or attempt to persuade directly or indirectly any employee of equip or any of its subsidiary or associated companies to leave his/her employment and /or to accept employment or engagement with it both for the duration of the Contract and for the period of 6 months following its termination.

16.8 To the extent that any Special Conditions conflict with the provisions of these Terms & Conditions, the Special Conditions shall take precedence.

16.9 Subject to Condition 16.8, the Contract and any documents referred to in it, supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter

of the Contract. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this Condition 16.9 shall exclude liability for fraudulent misrepresentation.

- 16.10 The parties agree that there is no relationship of partnership, agency or employment between them and that they are not engaging in a joint venture.
- 16.11 For the avoidance of doubt, nothing in the Contract shall confer on any third party any benefit or the right to enforce any of the Contract which it would not have otherwise had but for the Contracts (Rights of Third Parties) Act 1999.
- 16.12 The Contract shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England.

Edition: January 2013

### PLEASE SIGN BELOW AND RETURN TO EQUIP

I / We acknowledge and agree to equip's terms & conditions of equipment hire and services

Company name: ..... Company number: .....

Signature: ..... Position: .....

Print name: ..... Date: .....