



## Wet Hire of Equipment - Terms & Conditions

The Hirer's attention is drawn particularly to the provisions of clauses 8 and 9.4.

### 1. Definitions

1.1. For the purpose of these conditions, the following expressions shall have the following meanings:

**Contract** means a contract between the Supplier and the Hirer which incorporates all conditions and provisions herein, all conditions and provisions of the Equipment Hire and Services Agreement for the hire of Equipment and supply of Services and the terms of any quotation issued by the Supplier, and which is deemed to apply in the event of no formal execution of any documented agreement (and in the event of no formal Equipment Hire and Services Agreement or other written agreement being executed in respect of any Equipment, this term shall refer to these terms and conditions and any quotation alone);

**Delivery** means the transfer of physical possession of the Equipment to the Hirer or agent of, whether at the Site or at any other location;

**Deposit** means the amount set out in the Payment Schedule, as applicable;

**Engineer** means any engineer or other individual employed or engaged by or on behalf of the Supplier;

**Equipment Hire and Service Agreement** means the form produced and issued by the Supplier, entitled "Equipment Hire and Service Agreement" recording the key terms of hire and the supply of the Services as agreed between the parties including, but not limited to, the description of Equipment, the Rental Period, the Rental Payments (including any applicable deposit payable, the payment terms and payment method of the same) and the Services to be provided by the Supplier to the Hirer (or, if no such document is issued, this term shall be deemed to refer to the Supplier's quotation). In the event of a conflict between the terms of the completed Equipment Hire and Services Agreement and these conditions, the Equipment Hire and Services Agreement's terms shall apply in respect of the specific clause(s) in question;

**Equipment** means any article or device and any component parts or accessories thereof, replacement parts, renewals and additions or other items which are hired by the Supplier to the Hirer. Such Equipment includes any articles, devices or components that are supplied in substitution of any such items which have been damaged, destroyed, stolen or found to be malfunctioning;

**Hirer** means the individual, company or organisation hiring the Equipment, as identified in the Equipment Hire and Services, (and if hired by a manager or agent in his own capacity then the term "Hirer" shall also include such manager or agent);

**Hirer Default** means any act or omission by the Hirer or anyone acting on its behalf or failure by the Hirer (or anyone acting on its behalf) to perform any relevant obligation;

**Rental Payments** means the amounts payable by the Hirer to the Supplier in connection with the Contract and as particularised in the Equipment Hire and Services Agreement or elsewhere and as agreed in writing between the parties. Unless stated otherwise in writing, part-days shall constitute a full day's wet hire and three days' continuous wet hire shall constitute a full week for the purpose of ascertaining the applicable charges;

**Rental Period** means the period commencing at the time and date as recorded in the Equipment Hire and Services Agreement. In the event that such detail isn't recorded between the parties, or if any Equipment is provided sooner, the Rental Period shall be deemed to commence at the time the Hirer takes physical possession of the Equipment (including Saturdays, Sundays and public holidays) and end upon the physical return of the Equipment to the Supplier;

**Services** means any services to be carried out by the Supplier for the Hirer in conjunction with the wet hire of Equipment including any delivery, installation, operation and/or collection service related to the Equipment;

**Service Specification** means specification of services to be supplied by the Supplier to the Hirer as specified in the Equipment Hire and Services Agreement;

**Site** means any building or other location at which the Equipment is delivered and/or installed (as applicable) as specified in the Equipment Hire and Services Agreement;

**Supplier** means Adlib Audio Limited, a company incorporated in England and Wales, with company number 03555097 and registered office address of Adlib House, Fleming Road, Speke, Liverpool, L24 9LS, including its employees, directors or authorised representatives;

**Supplier Materials** means all materials, Equipment, documents and other property of the Supplier;

**Total Loss** means the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated;

VAT means value added tax chargeable under the Value Added Tax Act 1994;

References to **writing** and **written** include email.

## 2. Basis of Contract

- 2.1. The Supplier shall hire the Equipment and supply the Services to the Hirer for use and operation at the Site subject to the terms and conditions of the Contract.
- 2.2. The Contract shall take effect on the earliest of: (i) the Hirer signing an Equipment Hire and Service Agreement or submitting written acceptance of the Supplier's quotation; (ii) the Hirer paying any deposit to the Supplier; and (iii) the Hirer taking possession of any Equipment.
- 2.3. Equipment is hired subject to it being available for hire at the time required by the Hirer. The Supplier will not be liable for any loss suffered by any party as a result of the Equipment being unavailable for hire.
- 2.4. These terms and conditions, along with the Equipment Hire and Service Agreement, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Hirer acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 2.5. No officer, employee or agent of the Supplier (other than a director of the Supplier) has authority to contract for the hire of Equipment and supply of Services on any terms other than those set out herein, or to amend, vary or waive these terms and conditions. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 2.6. Without prejudice to the provisions of clause 10.2, no one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms save that, any finance company with whom the Supplier has an outstanding finance agreement relating to the Equipment shall, subject to the Supplier's consent, have the right to enforce this Contract as if it were the Supplier.
- 2.7. The Contract sets forth the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services, the Equipment and its hiring and sale to the Hirer. In particular, 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 the Supplier except as specifically stated in the Contract. Any condition, warranty or other term concerning the Services and the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

## 3. Payment

- 3.1. The Rental Payments, including any applicable Deposit, due to be paid by the Hirer to the Supplier, shall be as stated in the Equipment Hire and Services Agreement, or as otherwise agreed in writing between the parties from time to time.
- 3.2. The Hirer shall pay the Rental Payments, and/or any other sums payable under the Contract, to the Supplier in pound sterling in accordance with the payment schedule and payment method particularised in the Equipment Hire and Services Agreement, or as otherwise agreed in writing between the parties.
- 3.3. Where a Deposit is payable by the Hirer, it shall be paid to the Supplier in advance of the commencement of the Rental Period.
- 3.4. The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Payment shall not be deemed to be made until the Supplier has received, in full, cleared funds for the full amount payable by the Hirer.
- 3.5. If the Hirer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9, the Hirer shall pay interest on the overdue amount at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or any revision thereto, or at the rate of 4% above the Supplier's bank base lending rate, whichever is higher. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Hirer shall pay the interest together with the overdue amount and any associated administrative and debt recovery costs.
- 3.6. The Deposit is a deposit against default by the Hirer of payment of any Rental Payments or any loss of or damage caused to the Equipment. If the Hirer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to the Supplier any sums deducted from the Deposit within 10 working days of a demand for the same. The Deposit (or balance thereof) shall be refundable by way of deduction from the Rental Payments.

## 4. Supply of the Services

- 4.1. The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Hirer in any such event.
- 4.2. The Supplier warrants to the Hirer that the Services will be provided using reasonable care and skill.

## 5. Hirer's Obligations

### 5.1. The Hirer shall:

- 5.1.1. co-operate with the Supplier in all matters relating to the Services;
- 5.1.2. provide to the Supplier, its employees, agents, consultants, subcontractors and Engineers, access to the Hirer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 5.1.3. promptly in advance of the Rental Period commencing provide the Supplier with such information (including delivery arrangements) and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects, and for the avoidance of doubt any failure to provide advance notice of access restrictions, non-standard power supply or other limitations will be considered a Hirer Default;
- 5.1.4. prepare the Hirer's premises or site(s) for the supply of the Services;
- 5.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 5.1.6. comply with all applicable laws, including health and safety laws; and
- 5.1.7. keep all Supplier Materials at the Hirer's premises in safe custody at its own risk and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

### 5.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by Hirer Default:

- 5.2.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend, delay or withhold performance of the Services until the Hirer remedies the Hirer Default to the Supplier's satisfaction, and to rely on the Hirer Default to relieve it from the performance of any of its obligations in each case to the extent that the Hirer Default prevents or delays the Supplier's performance of any of its obligations;
- 5.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- 5.2.3. the Hirer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Hirer Default.

## 6. Use and Care of the Equipment.

### 6.1. The Hirer shall, for the duration of the hire:

- 6.1.1. ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed and for lawful purposes, and operated in a proper, safe and correct manner by trained competent staff in accordance with any operating instructions and the instructions of the Engineers;
- 6.1.2. take such steps (including compliance with all safety and usage instructions provided by the Supplier or the Engineers) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 6.1.3. not interfere with or make any modifications, additions or alterations to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier;
- 6.1.4. keep the Supplier fully informed of all material matters relating to the Equipment and notify the Supplier immediately in the event of any fault, loss and/or damage to the Equipment;
- 6.1.5. not modify or remove any markings or ownership information on the Equipment;
- 6.1.6. at all times make clear to any relevant third party that the Equipment is the property of the Supplier;
- 6.1.7. keep the Equipment at all times at the Site taking all adequate and proper measures to protect the Equipment from adverse weather conditions, theft, damage and/or other physical risks and not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;
- 6.1.8. permit the Supplier, its duly authorised representative or an Engineer to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and grant (or procure the grant of) reasonable access and facilities for such inspection;

- 6.1.9. in the event that any Site becomes subject to moratorium proceedings due to insolvency or access to the Site or Equipment is otherwise restricted by a third party, make best endeavours to procure a right for the Supplier to access the Site and retake possession of the Equipment;
  - 6.1.10. not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - 6.1.11. not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage to such land or building caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
  - 6.1.12. not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
  - 6.1.13. not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Supplier and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - 6.1.14. ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
  - 6.1.15. deliver up the Equipment at the end of the Rental Period or on earlier termination of the Contract at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
  - 6.1.16. not do or permit to be done anything which could invalidate the insurances referred to in clause 8.
- 6.2. The Hirer acknowledges that the Supplier shall not be responsible for any:
- 6.2.1. loss of or damage to the Equipment; or
  - 6.2.2. losses, costs, liabilities or expenses incurred by the Hirer,
- to the extent arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, whether or not an Engineer was on Site, and the Hirer undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of the Contract.

## 7. Malfunction

- 7.1. The Supplier warrants that the Equipment shall substantially conform to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use reasonable endeavours to remedy any material defect in the Equipment, provided that:
  - 7.1.1. the Hirer notifies the Supplier of any defect in writing within 2 working days of the defect occurring;
  - 7.1.2. the Supplier is permitted to make a full examination of the alleged defect;
  - 7.1.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;
  - 7.1.4. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and
  - 7.1.5. the defect is directly attributable to defective material, workmanship or design.
- 7.2. Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Hirer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.
- 7.3. If the Supplier fails to remedy any material defect in the Equipment in accordance with clause 7.1, the Supplier shall, at the Hirer's request, accept the return of defective Equipment and repair or replace such Equipment. If repair or replacement is not in the Supplier's reasonable opinion viable, an appropriate reduction to the Rental Payments payable during the remaining term of the agreement shall be made and, if relevant, the return any Deposit to the extent applicable to such Equipment.

7.4. The Hirer shall indemnify the Supplier in relation to all costs, expenses and losses (including loss of future business) and/or damage suffered or incurred by the Supplier arising from any malfunction of the Equipment caused by or related to the negligence of the Hirer, its officers, employees, agents and contractors, or the improper storage or distribution, and/or misuse of the Equipment.

## **8. Risk, Insurance and Indemnity**

8.1. The Equipment shall at all times remain the property of the Supplier and the Hirer has no right, title or interest in or to the Equipment.

8.2. The risk of loss, theft, damage or destruction of the Equipment shall remain with the Supplier at all times during which the Equipment is in the custody of an Engineer and the Supplier shall accordingly arrange insurance cover for such periods. At all other times, including without limitation during any transit arranged by the Hirer and during any periods for which Equipment is not in the custody of an Engineer (including, for example, any overnight arrangements) the Hirer shall bear all risk of loss, theft, damage or destruction of the Equipment.

8.3. Subject to the provisions of clause 8.4, in respect of any times that the Equipment is in the possession, custody or control of the Hirer, the Hirer shall, at its own expense, obtain and maintain the following insurances:

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

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

8.3.3. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Hirer.

The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

8.4. The Hirer may, in advance of entering into the Contract, advise the Supplier that it wishes the Supplier to provide the relevant insurance. If such insurance is available on reasonable terms, the Supplier may take out such insurance subject to prior receipt from the Hirer of any amounts paid in respect of new or increased premiums for such cover.

8.5. The Hirer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.

8.6. The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

8.7. The Hirer shall indemnify the Supplier in connection with the replacement cost of any Equipment that is lost, stolen and/or damaged beyond economic repair during any period that the Equipment is at the risk of the Hirer, less any amount paid to the Supplier under any policy of insurance taken out in accordance with these conditions.

8.8. In the event that more than one policy of insurance is applicable to any loss, theft, damage or destruction of Equipment, the Supplier reserves the right to require the Hirer to pursue a claim under its own insurance cover, any proceeds of which shall be paid in full to the Supplier to the extent such proceeds relate to the Equipment or any Engineer.

8.9. The Hirer shall indemnify the Supplier against any and all direct or indirect losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier, to the extent the same cannot reasonably be mitigated, arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Hirer.

8.10. The Supplier's maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Rental Payments, paid in full by the Hirer.

## **9. Termination of Hire and Supply of the Services by Notice**

9.1. Unless the Contract is stated to be for a fixed duration, either party shall be entitled to terminate the Contract upon giving the other party not less than 2 calendar weeks' notice.

9.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving notice to the Hirer if:

9.2.1. the Hirer fails to pay any amount due under the Contract on the due date for payment;

9.2.2. the Hirer commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a reasonable period after being notified to do so;

- 9.2.3. the Hirer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - 9.2.4. the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
  - 9.2.5. the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 9.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company);
  - 9.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer (being a company);
  - 9.2.8. the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 9.2.9. a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer;
  - 9.2.10. the Hirer (being an individual) is the subject of a bankruptcy petition or order;
  - 9.2.11. a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
  - 9.2.12. any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.4 to clause 9.2.11 (inclusive);
  - 9.2.13. the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - 9.2.14. the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 9.3. The Contract shall automatically terminate if a Total Loss occurs in relation to any of the Equipment.
- 9.4. In circumstances where the Contract is terminated: (i) pursuant to clause 9.1 prior to the anticipated end date of the Rental Period; or (ii) by the Supplier pursuant to clauses 9.2 or 9.3, the Hirer shall reimburse the Supplier within fourteen (14) days of termination the cost incurred by the Supplier in procuring for the Hirer:
- 9.4.1. any items of Equipment not comprised within the Supplier's standard inventory prior to the Rental Period;
  - 9.4.2. any third party services procured on behalf of the Hirer, such as printing costs and subcontractors
  - 9.4.3. any particular expertise not provided by Engineers in the usual course of the Supplier's business,
- in each case to the extent such cost has not already been recovered within Rental Payments received.
- 9.5. Upon termination of the Contract, however caused:
- 9.5.1. the Supplier's consent to the Hirer's possession of the Equipment shall terminate and the Supplier may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located;
  - 9.5.2. without prejudice to any other rights or remedies of the Supplier, the Hirer shall pay to the Supplier on demand:
    - 9.5.2.1. all Rental Payments and other sums due but unpaid at the date of such demand together with any accrued interest; any costs and expenses incurred by the Supplier in recovering the Equipment and/or in collecting any sums due under the Contract (including but not limited to any storage, insurance, repair, transport, legal and remarketing costs);
    - 9.5.2.2. any reasonable travel, accommodation and subsistence expenses incurred by Engineers.
- 9.6. Without affecting any other right or remedy available to it, should any right to terminate the Contract arise, the Supplier may suspend the supply of the Services, retake possession of the Equipment and with immediate effect all Engineers will leave the Site.

9.7. If the Contract is stated to be for a fixed term and is exceeded by the Hirer failing to return the Equipment, or to allow the Supplier to retake possession of the Equipment by the time and date agreed between the parties, the hire will be deemed to be continued and the Hirer shall pay to the Supplier in full:

9.7.1. additional charges equal to the aggregate of all Rental Payments which would have been paid between the date of expiry of the Rental Period and the date upon which the Equipment is actually returned to the Supplier (and in the event that Rental Payments were calculated to incorporate any discount or promotional rate, such discounts or promotional rates will not be taken into account when calculating the additional charges); and

9.7.2. any losses, costs, expenses or liabilities incurred by the Supplier as a result of the Equipment not being available to hire to third parties as anticipated,

such payment to be made as reasonably advised by the Supplier.

9.8. Upon termination of the Contract pursuant to clause 9.2, any other repudiation of the Contract by the Hirer which is accepted by the Supplier or pursuant to clause 9.3, without prejudice to any other rights or remedies of the Supplier, the Hirer shall pay to the Supplier on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Rental Period as well as reimbursing the Supplier in respect of all losses, costs, expenses or liabilities incurred by the Supplier as a result of such wrongful termination.

9.9. In the event that the Equipment is returned to the Supplier in a damaged, unclean or defective state, except when due to reasonable and fair wear and tear (as determined by the Supplier), the Hirer shall be liable to the Supplier for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire in the reasonable opinion of the Supplier as well as any losses, costs, expenses or liabilities incurred by the Supplier as a result of such Equipment being unavailable until such repairs and/or cleaning have been completed.

9.10. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

9.11. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after its termination shall remain in full force and effect, including without limitation clauses 6.2, 7.4, 8 and 11.

## 10. General

10.1. Except as expressly provided in these terms and conditions, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

10.2. To the extent that the "Hirer" comprises more than one person (for example a manager and the events company he represents), both such persons shall be jointly and severally liable under the Contract.

10.3. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.4. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. The parties shall negotiate in good faith to amend any such invalid, illegal or unenforceable provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10.5. The Contract is personal to the Hirer who shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

10.6. The Hirer is deemed to have relied solely on its own skill and judgement as to the suitability for any purpose of the Equipment.

10.7. Any notice or other communication given to a party under or in connection with the Contract shall be by email and shall be delivered to the email address notified by the other party. Notices shall be deemed received at the time of successful transmission.

10.8. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (except payment obligations) if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, after which period the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

10.9. Each party undertakes that it shall not at any time during the Rental Period and for a period of two years after termination of this Contract disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract (ensuring that such employees, officers, representatives or advisers comply with this clause); and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

## 11. Governing Law and Jurisdiction

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