

TERMS AND CONDITIONS FOR THE HIRE OF TRAFFIC LIGHT SYSTEMS AND RELATED PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

"Agreement"	means the agreement between the Owner and the Hirer for the hire of the Equipment, incorporating these Conditions and the Hire Contract;
"Ancillary Items"	means any of the Equipment deemed necessary to support the main Equipment items and may include trailers, batteries, handles, solar panels and locks which shall be charged at the Owner's standard rates for the same from time to time;
"Ancillary Services"	means any services relating to the Equipment that is provided by the Owner and charged at the Owner's standard rates for the same from time to time;
"Business Day"	means a day other than a Saturday, Sunday or bank or other public holiday in England;
"Conditions"	means these terms and conditions;
"Confidential Information"	means any commercial, financial or technical information, information relating to the Equipment, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Agreement;
"Contract Start Date"	means the commencement date of the Hire Period as set out in the Hire Contract;
"Delivery Date"	means the date for delivery of the Equipment as set out in the Hire Contract;
"Equipment"	means the traffic light systems and related accessories, spare parts and documentation and other physical material set out in the Hire Contract and to be hired by the Owner to the Hirer in accordance with these Conditions;
"Hire Contract"	means the contract front sheet signed by the Owner and Hirer for the hire of the Equipment, excluding the Ancillary Items and Ancillary Services, to which these Conditions apply and may be appended;
"Hire Fee"	means the hire price for the Equipment excluding the Ancillary Items and Ancillary Services in the amount(s) and frequency or frequencies set out in the Hire Contract;
"Hire Period"	means the period for hire of the Equipment which shall commence on the date of delivery of the Equipment in accordance with clause 4 and terminates on the date all Equipment is returned to the Owner in accordance with clause 21.1.1 and subject to these Conditions;
"Hirer"	means the person hiring the Equipment from the Owner and whose details are set out in the Hire Contract;

"Lender"	means a lender to the Owner from time to time with any right over any or all of the Equipment;
"Location"	means the location specified in the Hire Contract to which the Owner shall deliver or procure the delivery of Equipment or, in instances where the Hirer is collecting any Equipment, the Hirer's location where the Equipment is to be held at the start of the Hire Period;
"Losses"	means all damages, liabilities, demands, costs and expenses including all legal and other professional fees, costs and expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation));
"Minimum Hire Term"	means the minimum period of each item or items of Equipment as set out in the Hire Contract;
"Month"	means a calendar month;
"Owner"	means SRL Traffic Systems Limited (company number 03466427) whose registered office is at The Light House, Unit 15 Rd Five, Winsford Industrial Estate, Winsford CW7 3SG;
"Pre Hire Report"	means the report setting out the description and specification of the Equipment including its condition at the point of hire;
"Risk Period"	has the meaning given to it in clause 9.4;
"Term"	has the meaning given to it in clause 3.1;
"VAT"	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the amounts set out these Conditions; and
"week"	means a period of seven (7) consecutive days.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a "person" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 words in the singular include the plural and vice versa, and reference to a gender includes the other gender;
- 1.2.6 "including" means "including without limitation" and cognate expressions shall be construed accordingly; and

1.2.7 except in relation to the Data Protection Legislation, a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time, except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Agreement.

1.2.8 a reference to the Data Protection Legislation is a reference to that Data Protection Legislation as amended, extended, re-enacted or consolidated from time to time.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of the Agreement between the Owner and the Hirer. They supersede any previously issued terms and conditions of hire of any equipment.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Hirer's hire terms, order, confirmation of order, specification or other document shall form part of the Agreement except to the extent that the Owner otherwise agrees in writing.

2.3 No variation of these Conditions or to a Hire Contract or to the Agreement shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Hirer.

2.4 This Agreement shall not become effective until it is signed by both parties or the Owner dispatches or makes available Equipment at the request of the Hirer, whichever is the earlier.

2.5 The Owner may issue quotations to the Hirer from time to time. Quotations are invitations to treat only. They are not an offer to hire the Equipment and are incapable of being accepted by the Hirer. Any such quotations, promotional material, or otherwise is subject to the Equipment being available to the Owner at the time required by the Hirer.

2.6 Marketing and other promotional material relating to the Equipment are illustrative only and do not form part of the Agreement.

2.7 The Owner may at its discretion provide to the Hirer a copy of the sign off sheet signed at the Location if the Owner is provided with an email address in respect of the same.

3. TERM AND PURPOSE

3.1 The Agreement commences on the Contract Start Date and shall continue in force for the Minimum Hire Term and thereafter for successive terms of one (1) year (each a "**Renewal Term**") unless (i) terminated by written notice of either party no less than thirty (30) days prior to the start of a Renewal Term or (ii) otherwise terminated by either party pursuant to clause 20 in which case it shall terminate on such date provided that all Equipment has been returned to the Owner in accordance with clause 21.1.1 or the Owner has given its confirmation in writing if the Owner is to collect ("**Term**").

3.2 The signed Agreement must be returned to the Owner prior to the agreed Contract Start Date. In the event such signed Agreement has not been provided to the Owner prior to the Contract Start Date, a new date shall be agreed between the parties.

3.3 The Hirer must sign and provide to the Owner the Agreement and all contractual documentation and a purchase order number for the Term on signature of the Agreement to ensure the Hire Fees are charged. Failing receipt of either, the Owner reserves the right to charge its ad hoc hire fees from time to time. It is the responsibility of the Hirer to ensure the Owner has a purchase order number for the Hire over the Term to ensure the Hire Fees are charged. Failure to provide a purchase order number and/or an up to date purchase order number shall not affect the validity of these Conditions and the Owner shall be permitted to use any purchase order number received from the Hirer where a more up to date number, if required, has not been supplied.

3.4 On and subject to these Conditions, the Owner agrees to hire the Equipment to the Hirer for the Hire Period.

3.5 The Owner does not guarantee the continuing availability for hire of any of the Equipment.

4. DELIVERY OF THE EQUIPMENT

4.1 The Owner shall endeavour to deliver the Equipment to the Location or otherwise make the Equipment available for collection by the Hirer on the date agreed between the parties. Time of delivery or of making the Equipment available for Collection is not of the essence. Where the Owner delivers the Equipment, the Owner may deliver the Equipment in instalments.

4.2 Unless the Owner otherwise requires, packaging material accompanying the Equipment shall be disposed of by the Hirer at its cost.

4.3 The Hirer shall provide the Owner with all the assistance it requires to deliver the Equipment and shall be responsible for the unloading and reloading of Equipment at the Location. For the avoidance of doubt, any driver, operator, or otherwise supplied by the Owner for the purpose of delivering the Equipment shall be under the Hirer's control for any period of unloading and/or reloading of the Equipment.

4.4 The Hirer shall ensure that site conditions at the Location allow easy and safe delivery of the Equipment.

4.5 If the Hirer does not take delivery of the Equipment on time for any reason, the Owner may store and insure it pending delivery, and the Hirer shall pay the Owner's storage and insurance charges.

4.6 The Owner shall ensure that on delivery the Equipment conforms to the Pre Hire Report in all material respects.

4.7 Unless the Hirer notifies the Owner in writing to the contrary within one (1) day of delivery (or collection, as the case may be) of the Equipment, the Equipment shall be deemed to be in good order, in accordance with the terms of the Agreement including the Pre Hire Report, and to the Hirer's reasonable satisfaction.

4.8 The Hirer will be required to sign documentation to confirm receipt of the Equipment and that it is in good condition on delivery.

5. OWNER DUTIES

5.1 The Owner warrants the proper functionality of the Equipment (excluding the Ancillary Items, in respect of which no warranty is given) during the Hire Period for the purpose held out by the Owner except where failure to provide such functionality results from the acts or omissions of the Hirer and events, circumstances, or causes beyond the Owner's reasonable control including radio interference from other equipment.

5.2 Subject to the Hirer's duties in clause 7, the Owner shall use reasonable endeavours to repair or replace any Equipment in breach of the warranty in clause 5.1 as soon as reasonably practicable after being notified, and satisfying itself as to the validity, of any such breach.

5.3 The Owner shall use reasonable care in the performance of its obligations under this Agreement.

5.4 The remedies set out in this clause 5 shall be the exclusive remedies of the Hirer in relation to a breach of this clause 5.

6. CONSTRUCTION

6.1 The parties acknowledge and agree that this Agreement falls outside the scope of any specific construction requirements or obligations including the Housing Grants, Construction and Regeneration Act 1996.

7. HIRER DUTIES

7.1 The Hirer shall:

7.1.1 ensure that the conditions, premises and general environment in which the Equipment is kept and/or used do not adversely affect its condition or functionality or otherwise place put it or any part if it at risk;

7.1.2 ensure the safety of all staff and others who have access to the Equipment is maintained at all times;

7.1.3 operate and use the Equipment in a reasonably skilled and workmanlike manner and only for the purposes for which it was designed including in relation to any manufacturer's rated capacity;

7.1.4 regularly clean the Equipment during the Term;

7.1.5 make good to the Owner all loss or damage to the Equipment from whatever cause (excluding fair wear and tear); and

7.1.6 ensure that all users of the Equipment are suitably trained and skilled staff in accordance with any operating instructions.

7.2 The Hirer shall maintain the Equipment in good working condition and repair and shall regularly and diligently inspect the Equipment in order to ensure that it is aware of the state and condition of the Equipment at all times during the Term.

7.3 Where there has been a breakdown of any Equipment, any Equipment is unsatisfactory in its working in whole or in part, or where parts have become damaged, broken, or have been lost the Hirer:

7.3.1 shall notify the Owner immediately of the same; and

7.3.2 subject to prior written authorisation from the Owner, it may repair the same and the Owner, at its discretion, may make allowances in the Hire Fee for the costs of such repairs. For the avoidance of doubt, no such allowances shall be made where the Owner's prior written authorisation has not been obtained, in which case the Hirer is not permitted to modify the Equipment.

7.4 Where any breakdown, unsatisfactory performance, and/or damage, break or loss of parts is due to the misuse by the Hirer or any other party following delivery of the Equipment during the Term, the Hirer shall be responsible for any expenses incurred by the Owner arising from the same and, if additional, the cost of such repair.

7.5 Subject to the terms of this Agreement, the Hirer shall:

7.5.1 keep the Owner fully informed about all work it carries out on the Equipment;

7.5.2 ensure that it complies with the Owner's requirements as to the source and type of any replacement parts; and

7.5.3 maintain records showing clearly all maintenance and work carried out by it on the Equipment and provide copies of them to the Owner on request.

- 7.6 If the Hirer continues to use the Equipment in an unsafe and/or unsatisfactory state and/or in contravention of clause 7.2, the Hirer shall be solely responsible for any damage, loss, or accidents in respect of the same whether directly or indirectly arising from such state and/or contravention.
- 7.7 The Hirer must immediately notify the Owner in writing:
- 7.7.1 if the Equipment is involved in any accident resulting in injury to persons or damage to property. No admission, offer, promise of payment, or indemnity shall be made by the Hirer without the Owner's prior written consent.
- 7.7.2 in the event of any loss, accident, or damage to the Equipment or arising out of or in connection with the Hirer's possession or use of the same. In such instance the Hirer must quote to the Owner its fleet number(s) of the relevant Equipment.
- 7.8 The Hirer will indemnify and keep fully and effectively indemnified on demand and hold harmless the Owner from and against all Losses suffered or incurred by it arising out of or in connection with any injury to property or person caused by or in connection with the Equipment however arising.

8. LOSS OR DAMAGE TO EQUIPMENT

- 8.1 When the Equipment is:
- 8.1.1 reported damaged, lost or stolen; or
- 8.1.2 is not returned on termination of the Hire Period in accordance with clause 21.1.1, the Hire Period will be deemed to continue until the Hirer provides a purchase order to the Owner for an amount including all costs incurred by the Owner in rectifying the same at the Owner's then current price list, and the Hirer agrees to pay such amount indicated by the Owner.
- 8.2 Where the Owner deems any Equipment beyond economic repair, the amount detailed in clause 8.1 shall include the full replacement cost of the entire Equipment and will be applied to reduce the Hirer's liability. Salvage will not be provided to the Hirer.
- 8.3 The Owner reserves the right to re-instate hire charges (whether an ad hoc hire fee or the Hire Fee at its discretion) if the invoice relating to the amount detailed in clause 8.1 remains unpaid past its due date in accordance with clause 14.6.
- 8.4 In addition to the rights set out in clause 8.1, in the event an Ancillary Item is lost, stolen, or damaged and replacement or repair is required to maintain the hire of the main Equipment, the replacement Ancillary Item shall be charged to the Hirer at the Owner's standard rates from time to time and in addition to the Hire Fee.

9. POSSESSION AND OWNERSHIP OF THE EQUIPMENT

- 9.1 Except as set out in clause 19, the Owner shall at all times retain the ownership of the Equipment and the Hirer shall not do or allow to occur anything which might adversely affect its right, title or interest in the Equipment. Ownership of any replacement parts shall vest in the Owner on their installation. The Owner may affix its plate or mark on the Equipment indicating that it is its property.
- 9.2 The Hirer shall have the right to possess and use the Equipment in accordance with these Conditions.
- 9.3 The Hirer may affix a plate or mark on the Equipment during the Hire Period but must remove the same prior to the return of the Equipment to the Owner in accordance with clause 21.1.1

provided the same is removed before the end of the Hire Period. Failure to remove such plate or mark will incur a removal and cleaning charge which the Hirer shall pay to the Owner.

- 9.4 Risk in the Equipment shall pass to the Hirer on delivery or collection by the Hirer if earlier. The Equipment shall remain at the sole risk of the Hirer during the Hire Period and any further time during which the Equipment is in the possession, custody, or control of the Hirer until such time as the Equipment is returned to the Owner in accordance with clause 21.1.1 ("**Risk Period**").
- 9.5 The Hirer is responsible for the safekeeping of the Equipment and shall ensure that the Equipment and the premises in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice.
- 9.6 The Owner shall not be responsible for any cost and/or expense relating to the recovery of any Equipment from soft ground. The Owner shall have no liability for any breakdown, claim, or stoppage outside its control including in relation to bad weather or ground conditions.
- 9.7 The Hirer is permitted to move the Equipment from the Location during the Hire Period provided that:
- 9.7.1 if the Owner requests details of the location of any Equipment and/or Ancillary Items the Hirer must provide details of the Equipment's location immediately; and
 - 9.7.2 such location is not outside the United Kingdom. Where the Hirer proposes to move the Equipment outside the United Kingdom it must first obtain the Owner's written consent.
- 9.8 Subject to clause 9.9, the Hirer shall not:
- 9.8.1 create, or allow to be created over the Equipment any lien, charge or other security;
 - 9.8.2 lease, sell or otherwise part with possession of the Equipment or represent it may do any of those things;
 - 9.8.3 connect or attach the Equipment to any land or buildings; or
 - 9.8.4 do anything that causes the insurance of the Equipment to become void or voidable.
- 9.9 The Hirer may sub-let or lend the Equipment during its Hire Period provided that:
- 9.9.1 it notifies the Owner of any such sub-let or lending during the Term; and
 - 9.9.2 it remains responsible to the Owner for the same in accordance with these Conditions as if no such sub-let or period of lending had occurred.
- Any party that the Hirer may sub-let or lend any items to may not part possession with any of the Equipment without prior written consent of the Owner.
- 9.10 The Hirer will indemnify and keep fully and effectively indemnified on demand and hold harmless the Owner from and against all Losses suffered or incurred by it arising out of or in connection with the Hirer's breach of its obligations set out in clause 9.8 or as a result, directly or indirectly, of the Hirer's sub-let or lending of the Equipment in accordance with clause 9.9.
- 9.11 The Hirer shall:
- 9.11.1 store the Equipment separately from all other material in the Hirer's possession;
 - 9.11.2 ensure that the Equipment is clearly identifiable as belonging to the Owner;

- 9.11.3 not remove or alter any identifying mark on the Equipment; and
- 9.11.4 inform the Owner immediately if it becomes or is reasonably likely to become subject to any of the events or circumstances set out in clause 20.3.4.

10. DOCUMENTATION

- 10.1 **On Hire:** The Hirer will be required to sign documentation accepting the Equipment on hire in good condition with all Ancillary Items.
- 10.2 **Pre Hire Report:** The Hirer will be presented with a report detailing the condition of the Equipment at the point of hire.
- 10.3 **Off Hire:** The Hirer will be required to sign documentation returning the Equipment off hire in good condition with all Ancillary Items. The Owner reserves the right to charge for missing, lost or damaged parts notified at that time. The Owner reserves the right to charge for missing, lost or damaged parts notified to the Hirer after workshop inspection.
- 10.4 **Worksheet:** The Hirer will be presented with documentation when the Owner conducts amendments, alterations, replacements or repairs to the original Equipment on hire during the course of the hire.
- 10.5 **Inspection Note:** The Owner, or its agents, shall provide, periodically and in accordance with clause 11, inspection of and maintenance to the Equipment. A completed inspection note will be submitted to the Hirer detailing any damage or otherwise to the Equipment and subsequent repairs.

11. INSPECTIONS

- 11.1 The Owner may inspect, test, adjust, repair or replace the Equipment at all reasonable times and the Hirer shall permit it access to its premises and to the Equipment to do so. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.
- 11.2 Where the Owner conducts amendments, alterations, replacements or repairs to the Equipment on hire during the Hire Period, it may provide the Hirer with a worksheet setting out the same.
- 11.3 The Owner may complete specific inspections:
 - 11.3.1 to review the Equipment for service/maintenance purposes, which shall be no later than every fifty two (52) weeks (or twenty six (26) weeks in respect of trailers), and the Hirer shall provide access to the Equipment and/or the Ancillary Items to the Owner on any time and date the Owner requests in order to complete any such inspection;
 - 11.3.2 in the event of a failure or fault with the Equipment at the Hirer's request and only once a purchase order number has been provided to the Owner by the Hirer. Where the Hirer fails to provide a purchase order number, the Owner reserves the right to use an existing order number provided by the Hirer to the Owner.
- 11.4 During any inspection made by the Owner, it may replace or repair any Equipment lost or damaged at its discretion. In such instances the Hirer will be charged accordingly. Unless otherwise directed, the on-hire order number will be used by the Owner.
- 11.5 Following any inspection under this clause 11, the Owner may provide to the Hirer a completed inspection note detailing any damage or otherwise to the Equipment and subsequent repairs required.

12. HIRER'S SITE

- 12.1 Where the Owner (or any of its representatives) attends the Location or any other location the Equipment is in situ, the Owner shall use reasonable endeavours to comply with health and safety legislation and health and safety procedures of the Hirer to the extent the same are notified to the Owner in advance of such attendance and the Owner shall use reasonable endeavours to ensure that all of its personnel, subcontractors, and others associated with it involved in carrying out the Owner's obligations under this Agreement shall comply with such legislation and procedures.

13. TRACKERS, CCTV AND LOST EQUIPMENT

- 13.1 The Owner reserves the right to attach discrete tracker units and/or CCTV devices with remote access and recording to the Equipment at the Owner's own cost. Any such devices and the information obtained from such devices will be owned by the Owner and the Hirer shall have no rights except as expressly set out in this clause 13. The Owner may, at its sole discretion, provide tracking information and/or CCTV footage (**Data**) to the Hirer if requested. The Owner has no obligation to provide any Data, and no liability in respect of any Data so provided. If and to the extent that any Data to which the Owner provides, or provides access, to the Hirer, contains personal data (as defined in Schedule 1), the provisions of Schedule 1 shall apply.

- 13.2 Where the Hire Contract includes an itemised cost for CCTV or tracking, the Owner shall provide the Hirer with access to a portal on which the Data may be accessed (**Portal**) and the following provisions shall apply:

13.2.1 the Owner shall not be responsible for any delay, inaccuracies, availability (or not) of the CCTV and/or tracking system or the portal on which the Data is made available;

13.2.2 The Hirer shall:

- (a) comply with the terms of use of the owner/operator of the Portal and the Owner;
- (b) permit no more than the maximum number of users notified to it by the Owner to access the Portal;
- (c) use the Portal only for the purposes of viewing the Data. The Hirer may not download, transfer or share in any way, the Data;
- (d) keep confidential its user name(s) and/or password(s) (and/or similar identifiers and/or access codes);
- (e) not upload any data to the Portal nor transmit to the Portal any viruses or other code having malicious intent or effect;

13.2.3 The Hirer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Portal in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal or underlying code; or
 - (b) access all or any part of the Portal in order to build a product or service which competes with the services provided in relation to the Portal; or
 - (c) use the Portal to provide services to third parties; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Portal available to any third party; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Portal.
- 13.2.4 The Hirer acknowledges and agrees that no warranty is given by either the Owner or the owner/operator of the Portal that (and that the following are accordingly at the Hirer's sole risk):
 - (a) the Hirer's use of the Portal will be uninterrupted or error-free; or
 - (b) the use of the Portal and/or Data will meet its requirements; or
 - (c) the Portal and Data will be free from viruses and other codes and things having malicious intent or effect; or
- 13.3 Neither the Owner and/or the operator/owner of the Portal is responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Hirer acknowledges that access to the Portal and/or Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 14. **CHARGES AND PAYMENT**
- 14.1 The Hire Fee payable by the Hirer is set out in Hire Contract as well as any charges due for Ancillary Items and/or Ancillary Services known at the Contract Start Date. The Hire Fee and other amounts set out in these Conditions (including in respect of Ancillary Items and/or Ancillary Services whether or not known to the parties at the Contract Start Date) are payable by the Hirer within thirty (30) days from the date of any invoice issued by the Owner and payment shall be made by direct debit regardless of whether the Equipment is in use or not by the Hirer during the Term.
- 14.2 The Owner shall invoice the Hirer monthly under these Conditions or with such frequency as it may determine. Where the Equipment is installed at different dates, the Hirer shall pay for each of the Equipment from the date it is installed respectively.
- 14.3 The Hire Fee is exclusive of: packaging, delivery, and collection fees; any decommissioning fees; import and export tariffs; and any amounts due in respect of the hire of Ancillary Items including replacement of the same, charges in respect of Ancillary Services; as set out in this Agreement, each to the extent applicable and which shall be charged in addition at the Owner's standard rates from time to time.
- 14.4 The Hire Fee and other amounts due under this Agreement are exclusive of VAT and any other taxes and duties, which the Hirer shall pay to the Owner on receipt of a valid invoice.
- 14.5 Where the Equipment has been lost, stolen, or damaged during the Hire Period the Hirer shall continue to be responsible for the Hire Fee. In such instances the Owner reserves the right to charge the Hirer for the cost of replacement, repair, or otherwise of such Equipment and any additional costs to the Owner and the Hire Fee will continue to be payable until such time

the Owner receives payment of its additional invoice in full or as otherwise agreed between the parties in accordance with clause 8.

- 14.6 The Hirer shall pay all invoices raised under this Agreement in full without withholding, deduction, or set-off including on account of disputes, counterclaims, or otherwise, in cleared funds by direct debit to the bank account nominated by the Owner.
- 14.7 The Owner may increase the Hire Fee no more than once per annum by not more than an amount equivalent to the percentage increase in the Consumer Prices Index (as published by the Office for National Statistics, or any replacement body) in the immediately preceding 12 month period. The Owner shall use its reasonable endeavours to provide the Hirer with notice of any such increase no less than forty five (45) days prior to the anniversary of the Contract Start Date. The new Hire Fee shall take effect on the commencement of on the anniversary of the Contract Start Date. Additionally, the Owner may increase the Hire Fee at any time by giving the Hirer not less than seven (7) days' notice in writing if and to the extent that its own costs and expenses have increased.
- 14.8 Where undisputed sums due under these Conditions are not paid in full by the due date:
- 14.8.1 the payment of all amounts under the Agreement will become due and payable immediately;
- 14.8.2 the Owner reserves the right to charge the Hirer a minimum late payment charge of twenty five pounds sterling (£25) plus VAT;
- 14.8.3 the Owner may, without limiting its other rights, charge interest on such sums at eight percent (8%) a year above the base rate of Barclays Bank Plc from time to time in force and interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
- 14.8.4 the Owner may charge the Hirer all costs including legal costs, expenses, or any other losses (whether consequential or otherwise) incurred by the Owner in connection with such overdue sums, the Equipment, or any other breach by the Hirer of these Conditions; and
- 14.8.5 and continue to be due three (3) Business Days after such date, the Owner may charge supplementary hire charges to the Hirer at the Owner's rates from time to time.
- 14.9 If, acting in good faith, the Hirer disputes any item within an invoice, it shall raise such dispute by written notice to the Owner before the day fourteen (14) days from the date of receipt of such invoice and the parties shall negotiate in good faith to attempt to resolve the dispute promptly. Any amounts not disputed in accordance with this clause shall be deemed accepted and must be paid by the Hirer in accordance with this clause 13.1. In relation to payments disputed in good faith, interest under clause 14.8.3 is payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment is made.

15. INSTALLATION, MAINTENANCE, AND OTHER FEES

- 15.1 The Hirer shall be responsible for:
- 15.1.1 battery exchanges. The Hirer may request that the Owner attends to the same. In such instances it shall incur fees in accordance with clause 15.2. The Owner shall not complete any battery exchanges during the Term more than once every seven (7) days. For clarity, where the Equipment is installed on a Friday, Saturday or Monday, the first battery exchange may take place the following Friday.
- 15.1.2 all system programming and installation carried out by the Owner at the Hirer's request. A representative of the Hirer shall be required to sign off all installations

and programming. The Owner accepts no liability whatsoever as a result of the Hirer providing incorrect instructions to the Owner regarding the installation or programming of the Equipment. The Hirer shall incur call-out charges in the event that the Owner is required to attend on site to re-program or re-install the Equipment as a result of any changes to the Hirer's requirements from the original installation.

15.2 Where the Hirer or any third party including any Local Authority or member of the public requests that the Owner attends the Equipment on behalf of the Hirer including as part of a larger system, the Hirer shall pay all call-out charges and battery exchange fees applicable at the Owner's standard rates from time to time.

15.3 The Owner reserves the right to charge for waiting time at such rates as may be notified to the Hirer by the Owner from time to time in the event that the Hirer has requested the Owner attend the Equipment for installation or otherwise and the Hirer has failed to make a representative available at the agreed time.

15.4 The Owner reserves the right to charge the Hirer for any costs or expenses it incurs in respect of any call-out including any charges for Ancillary Services, Ancillary Items, and/or parking charges or otherwise.

16. **CREDIT LIMIT**

16.1 The Owner may set and vary credit limits from time to time and suspend performance of this Agreement supplies if the Hirer exceeds such credit limit.

16.2 The Owner reserves the right to run credit checks on the Hirer and/or request upfront payments of a proportion of the Hire Fee as a condition of Hire.

16.3 The Owner may, at its sole discretion, require the Hirer to enter into a guarantee in a form acceptable to the Owner prior to the commencement of the Hire Period and for the Term.

17. **INDEMNITY AND INSURANCE**

17.1 The Hirer will indemnify and keep fully and effectively indemnified on demand and hold harmless the Owner from and against all Losses suffered or incurred by it arising out of or in connection with any breach of the Agreement by the Hirer.

17.2 During the Hire Period and the Risk Period (to the extent the latter is longer), the Hirer shall, at its own expense, have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Agreement. Such insurance must also cover the full replacement value of the Equipment against all usual risks of loss, damage or destruction by fire, theft, or accident on an indemnity (rather than depreciated value) basis. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

17.3 At the Owner's request, the Hirer must provide to the Owner sufficient evidence of the existence and details of the insurance cover that it is obliged to have and maintain under clause 17.2, including copies of the insurance policy certificates and proof of payment of the premiums for that insurance.

17.4 The insurance policies set out in clause 17.2 shall, at the Owner's request, name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall ensure that such policies provide the Owner with at least twenty eight (28) days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount).

17.5 To the extent the Hirer fails to comply with its obligations under this clause 17 in respect of obtaining or maintaining insurance, the Owner is entitled to effect and maintain any such

insurance required in respect of the Equipment or otherwise, pay any such amounts required in respect of the same, and recover such amounts as a debt from the Hirer.

- 17.6 The Hirer agrees that the Owner may contact the Hirer's insurers direct in the event that the Hirer fails to notify their insurers of any loss or damage to the Equipment or any of the events set out in clause 20.3.4 apply to the Hirer, in which case the Owner shall be entitled to claim against the Hirer's policy as a third party.

18. **LIMITATION OF LIABILITY**

- 18.1 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:

18.1.1 death or personal injury caused by negligence;

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 any other losses which cannot be excluded or limited by applicable law.

- 18.2 Subject to clauses 18.1, the Owner shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of or corruption to data; loss of use; loss of production; loss of contract; loss of opportunity, revenue, or business; loss of savings discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; or indirect, consequential or special losses or damages including in relation to breakdown or stoppage of Equipment for any reason, non-arrival of Equipment resulting from accident or breakdown, during loading, unloading, or transport of the Equipment.

- 18.3 Subject to clause 18.1, the Owner's total liability regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation shall not exceed the sum equal to one hundred percent (100%) of the Hire Fee of the Equipment in each twelve (12) Month period.

- 18.4 The Owner shall not be liable to the Hirer, nor in breach of the Agreement, for failing to perform its obligations to the Hirer under this Agreement as a result of any matters outside its reasonable control.

19. **LENDER RIGHTS**

- 19.1 The parties agree and acknowledge that:

19.1.1 the Owner may enter into separate agreements with Lenders from time to time under which such Lenders may have rights in respect of the Equipment; and

19.1.2 in certain circumstances a Lender may exercise its rights including any step in rights granted under such agreements.

- 19.2 On written notification by the Owner, the Hirer agrees that the Agreement may be assigned, novated, or otherwise operated by a Lender.

20. **TERMINATION**

- 20.1 The Agreement may be terminated in accordance with this clause 20. For the avoidance of doubt, return of the Equipment prior to expiry or earlier termination of the Hire Period does not constitute early termination or cancellation of the same except in accordance with this clause.

- 20.2 The Agreement, or the hire of any or all of the Equipment, may be terminated by either party giving not less than 30 days' notice in writing to the other party, such notice to expire no earlier than, in the case of specific Equipment, the expiry of the Minimum Hire Term of the relevant

Equipment; or, where the Agreement is to be terminated, when the Minimum Hire Terms of all Equipment hired under the Agreement have expired.

- 20.3 The Owner may terminate the Agreement or any other contract which it has with the Hirer at any time by giving notice in writing to the Hirer if:
- 20.3.1 if the Hirer is in material breach of any of its obligations under the Agreement and fails to remedy that breach (if capable of remedy) within ten (10) Business Days after receiving written notice of the breach; or
 - 20.3.2 the Hirer has failed to pay any amount due under the Agreement on the due date for any reason; or
 - 20.3.3 any consent, licence or authorisation held by the Hirer is revoked or modified such that the Hirer is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled; or
 - 20.3.4 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Hirer or if the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Hirer) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Hirer or if the Hirer ceases or threatens to cease to carry on business.
- 20.4 If the Hirer becomes aware that any event has occurred, or circumstances exist, which may entitle the Owner to terminate the Agreement under this clause 20, it shall immediately notify the Owner in writing.
- 20.5 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of the Owner at any time up to the date of termination.

21. CONSEQUENCES OF TERMINATION

- 21.1 At the end of the Hire Period or any earlier termination of the Agreement the Hirer shall:
- 21.1.1 at its own cost promptly (and as the Owner may specify) either:
 - (a) deliver the Equipment to the Owner or its nominees at such other location as it may notify to the Hirer perfectly clean and in the condition it was delivered to the Hirer under clause 4 (excluding any fair wear and tear accepted by the Owner); or
 - (b) make it available for collection by the Owner or its nominees; and
 - 21.1.2 immediately pay:
 - (a) all amounts payable by way of the Hire Fee regardless of whether due including any interest or other amounts payable under the Conditions. Where the Minimum Hire Term has not expired before termination takes effect, the Hirer shall also pay to the Owner a sum equal to the lesser of:
 - (i) the Hire Fee for the remainder of the Minimum Hire Term; and
 - (ii) the ad hoc hire fees for the same period at the Owner's standard rates from time to time; and
 - (b) where the Hirer has failed to return any Equipment in accordance with clause 21.1.1(a), any amount required by the Owner to rectify the condition

and/or the cleanliness of the Equipment in order to bring it into compliance with the standards required by that clause (including where applicable sticker removal). The Owner may, at its discretion, charge the entire Hire Fee for the remainder of the Hire Period as if the Hire Period or Agreement (as the case may be) had not been terminated; and

- 21.1.3 sign any documentation required by the Owner returning the Equipment.
- 21.2 If any Equipment is not returned to the Owner at expiry of the Hire Period or earlier termination of the Hire Period or Agreement in accordance with clause 21.1, the Hirer shall pay the Owner an ad hoc hire fee for such Equipment at its standard rates in force from time to time and any other amounts incurred by the Owner in recovering the Equipment. The Owner reserves the right to charge the Hirer for missing, lost, or damaged Equipment or parts it becomes aware of following an inspection of the Equipment. The Equipment shall only be deemed off-hired when it is no longer subject to the Hire Fee or any ad hoc hire fee and the Hirer shall take all reasonable care of the Equipment until off-hire.
- 21.3 On termination of this Agreement for any reason:
 - 21.3.1 the Hirer shall within five (5) Business Days return any materials of the Owner then in its possession or control; if it fails to do so, the Owner may enter any premises owned by or under the control of the Hirer and take possession of them; and
 - 21.3.2 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected nor shall the coming into force or continuation in force of any clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiry.
- 21.4 The provisions of this Agreement shall continue to bind each party insofar as and for so long as may be necessary to give effect to their respective rights and obligations hereunder.

22. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 22.1 The Hirer shall keep confidential all Confidential Information of the Owner and shall only use the same as required to perform the Agreement. The provisions of this clause shall not apply to:
 - 22.1.1 any information which was in the public domain at the date of the Agreement;
 - 22.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement or any related agreement;
 - 22.1.3 any information which is independently developed by the Hirer without using information supplied by the Owner; or
 - 22.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.
- 22.2 This clause 22 shall remain in force indefinitely, notwithstanding the termination of this Agreement for any reason.

23. **FORCE MAJEURE**

- 23.1 In these Conditions, "**Force Majeure**" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement. Inability to pay is not Force Majeure.

23.2 Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from a Force Majeure event. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than three (3) Months, either party may terminate the Agreement by giving ten (10) Business Days' written notice to the other party.

24. **GENERAL**

24.1 Any notice given by a party under this Agreement shall be in writing, be signed by, or on behalf of, the party giving it and be sent to the relevant party at the address set out in the Agreement or such other address as notified to the other party from time to time.

24.2 The Hirer shall at the request of the Owner, and at the Hirer's own cost, do all acts and execute all documents which are necessary to give full effect to the Agreement.

24.3 The parties agree that the Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

24.4 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement.

24.5 Other than as set out in these Conditions, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

24.6 Nothing in these Conditions purports to limit or exclude any liability for fraud.

24.7 No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, the Owner. The Owner may amend the Agreement at any time by giving the Hirer not less than seven (7) days' notice.

24.8 The Hirer may not assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without the Owner's prior written consent, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the Owner reserved the right to assign, sub-contract, or otherwise deal with any or all of its rights and obligations under the Agreement.

24.9 The Owner shall be entitled to set-off under the Agreement any liability which it has or any sums which it owes to the Hirer under the Agreement or under any other contract which the Owner has with the Hirer.

24.10 The Hirer shall pay all sums that it owes to the Owner under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24.11 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

24.12 The Hirer recognises that any breach or threatened breach of the Agreement may cause the Owner irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Owner, the Hirer acknowledges and agrees that the Owner is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

- 24.13 If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions shall not be affected.
- 24.14 No failure, delay or omission by the Owner in exercising any right, power, or remedy provided by law under the Agreement shall operate as a waiver of that right, power, or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 24.15 The Hirer shall comply with all laws, enactments, regulations (including those issued by local authorities, under the Factories Acts, and Road Traffic Acts), regulatory policies, guidelines and industry codes applicable to it including in respect of anti-bribery, modern slavery, data protection, and the facilitation of tax evasion and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Agreement.
- 24.16 If there is a conflict between the terms contained in the Conditions and the terms of the Hire Contract, schedules, appendices or annexes to the Agreement, the provisions of the Conditions will prevail.
- 24.17 The Hirer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of the Agreement (and any documents referred to in it).
- 24.18 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.

25. **GOVERNING LAW AND JURISDICTION**

- 25.1 The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 The parties irrevocably agree 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 Agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROTECTION TERMS

1. DEFINITIONS

1.1 The following terms shall have the meanings stated below. Any terms that are not defined here, shall have the meaning given to the term in the Agreement.

"Applicable Law"	means all applicable laws, rules, regulations, codes of practice, or other requirements of the Regulator, as amended from time to time;
"CCTV Equipment"	means any CCTV or surveillance equipment, related accessories, spare parts and other physical material, including cameras, hardware or technology provided by Owner and installed or used in any location(s) by or on behalf of the Hirer;
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Impact Assessment, Data Subject Request and Process:	have the meanings given to them in the Data Protection Legislation.
"Data Protection Legislation"	means all Applicable Law relating to the protection of individuals with regards to the Processing of Personal Data, including by CCTV recording and images in connection with the Equipment, in the United Kingdom and includes, the Data Protection Act 2018 (" DPA "), the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no.6) and the EU General Data Protection Regulations 2016/79 (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the , Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended here after referred to as PECR, DPA 2018 and the UK GDPR) and the Protection of Freedoms Act 2012 and the Regulation of Investigatory Powers Act 2000;
"Hirer Data"	means the Personal Data Processed by the Owner on the Hirer's behalf in connection with the Equipment and/or CCTV Equipment or in connection with the Agreement or this Schedule 1, including that data described in Annex 1 (<i>Data Protection Particulars</i>);
"International Transfer"	means (i) a transfer of Hirer Data to a Restricted Country; or (ii) an onward transfer from a data importer to a third party, in each case where such transfer would be prohibited by Data Protection Legislation in the absence of a legal transfer mechanism permitted by the Data Protection Legislation;
"Regulator"	means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering, providing guidance on, supervising and enforcing Data Protection Legislation, including the ICO, the Biometrics Commissioner or the Surveillance Camera Commissioner, or any successors or replacements;

"Regulator Correspondence"	means any correspondence or communication (whether written or verbal) from (or on behalf of) a Regulator in relation to the Processing of the Hirer Data or in connection with the deployment and use of the Equipment and/or CCTV Equipment;
"Restricted Country"	means a country, territory or jurisdiction which (i) is not covered by an adequacy determination by a competent authority with jurisdiction over the data exporter (ii) or otherwise in relation to which a transfer restriction applies under the Applicable Laws of the data exporter;
"Third Party Request"	means a request from a third party for disclosure of (or access to) Hirer Data, including a government, public authority or law enforcement request or otherwise, where compliance with such request is required or purported to be required by Applicable Law; and
"Standard Contractual Clauses"	means, as applicable, the standard contractual clauses adopted under the Applicable Laws to which the data exporter is subject, for transfers of Personal Data from the data exporter acting as a Controller to a Processor in a restricted country as amended, varied, supplemented or substituted from time to time.

2. DATA PROTECTION ROLES

2.1 The parties acknowledge and agree that:

- 2.1.1 for the purposes of the Data Protection Legislation, the factual circumstances dictate their respective roles under the Data Protection Legislation;
- 2.1.2 notwithstanding the forgoing, except in relation to the clause 2.1.3, the Hirer will at all times act as the Controller of Hirer Data, Processed in connection with the Equipment and/or CCTV Equipment and the Owner is the Processor;
- 2.1.3 the parties may need to Process Personal Data in relation to each party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the services under the Agreement; (b) request and receive the services under the Agreement; (c) compile, dispatch and manage the payment of invoices relating to the services under the Agreement; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the services under the Agreement; and (f) comply with their respective regulatory obligations;
- 2.1.4 each party shall Process such Personal Data for the purposes set out in Clause 2.1.3 in accordance with their respective privacy policies. The parties acknowledge that they may be required to share Personal Data with members of their group and other relevant parties, in order to carry out the activities listed in clause 2.1.3, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

2.2 DATA PROTECTION OBLIGATIONS

The Hirer's Controller Obligations

2.3 The Hirer:

- 2.3.1 represents and warrants that Annex 1 is an accurate summary of the Data Processing Particulars; and

- 2.3.2 shall notify the Owner of necessary amendments required to comply with the Data Protection Legislation.
- 2.4 Without prejudice to clause 2.1, the Hirer shall comply with the Data Protection Legislation as Controller of any Personal Data Processed by it or the Owner in connection with the Agreement and this Schedule 1 and in particular the CCTV Equipment. The Hirer shall be solely responsible (at its own cost) in respect of any compliance duties, under the Data Protection Legislation and all other Applicable Laws, and without limiting the foregoing it shall:
- 2.4.1 maintain and properly record all necessary appropriate lawful processing grounds (including any consents) for the purposes of the Data Protection Legislation to enable fair and lawful Processing, including reviews, monitoring and disclosure of any CCTV images to enable the Owner to perform the Services and provide the Equipment and CCTV Equipment;;
 - 2.4.2 undertake and maintain all necessary Data Processing Impact Assessments and similar risks assessments;
 - 2.4.3 provide the requisite fair processing notices (including signage) to Data Subjects whose Personal Data is Processed by or on behalf of the Hirer, including within any CCTV Equipment;
 - 2.4.4 ensure the CCTV Equipment is appropriately positioned in relation to any Processing when using the CCTV Equipment or where Owner is to install and position the CCTV Equipment, provide instructions to the Owner in relation to the same;
 - 2.4.5 ensure that where Hirer Personnel are to use or operate the Equipment or CCTV Equipment that all such Hirer Personnel are suitably trained and are aware of their responsibilities and obligations under Data Protection Legislation;
 - 2.4.6 where the Hirer is to use or operate the Equipment or CCTV Equipment, ensure the Personal Data Processed is protected by appropriate technical and organisational measures against a Personal Data Breach;
 - 2.4.7 correspond with the Regulator in the event of any Personal Data Breach or loss of Personal Data that occurs in connection with the Equipment and/or CCTV Equipment; and
 - 2.4.8 respond to any Data Subject Requests received by itself or the Owner in respect of any Processing activity undertaken by the Owner on behalf of the Hirer.

The Owner's Processor Obligations

- 2.5 Without prejudice to clause 2.1 the Owner shall, in relation to any Hirer Data that the Owner Processes on the Hirer's behalf pursuant to the Agreement or this Schedule 1 in its provision of the Services:
- 2.5.1 Process that Hirer Data only on the written instructions of the Hirer unless the Owner is required to do otherwise by Applicable Law;
 - 2.5.2 ensure that it has in place appropriate technical and organisational measures to protect against a Personal Data Breach, having regard to UK GDPR article 32 and the state of technological development and the cost of implementing any measures;
 - 2.5.3 ensure that all Owner personnel who have access to and/or Process Hirer Data are contractually obliged to keep the Hirer Data confidential;

- 2.5.4 not undertake any International Transfer unless it has notified the Hirer of the proposed Processing in writing and has put in place appropriate measures to comply with the Data Protection Legislation, including supporting the Controller to undertake a local adequacy assessment in relation to the party and country to which the Personal Data will be transferred and where such local adequacy assessment confirms there is essentially equivalent protections for Data Subjects in the data importing country or such transfer is permitted based on proportionality (as described in the Data Protection Legislation) executing Standard Contractual Clauses. The Owner shall:
- (a) provide all reasonable co-operation to the Hirer to ensure that any such International Transfers necessary from time to time are undertaken in accordance with Data Protection Legislation; and
 - (b) take all reasonable such steps and either execute or provide the Owner with the authority to execute any necessary documentation required by the Data Protection Legislation to undertake the requisite International Transfer, including any Standard Contractual Clauses;
- 2.5.5 notify the Hirer without undue delay on becoming aware of a Personal Data Breach or on receipt of any Data Subject Request(s) or Regulator Correspondence;
- 2.5.6 taking into account the nature of the Processing, assist the Hirer by appropriate technical and organisational measures, at the Hirer's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to responding to Data Subject Requests, data security, Personal Data Breach notifications, Data Impact Assessments and consultations with supervisory authorities or Regulators;
- 2.5.7 securely delete all Hirer Data unless retention by the Owner is required by Applicable Law.
- 2.5.8 provide to the Hirer information and access to relevant personnel as is reasonably required to demonstrate compliance with the obligations under this Schedule 1 Where such information is not satisfactory to the Hirer to demonstrate the Owner's compliance, the Hirer (or its appointed auditor that is not a competitor of the Owner) may be entitled to conduct an inspection of the Owner's compliance, provided that:
- (a) the Hirer provides thirty (30) calendar days prior written notice of the proposed inspection;
 - (b) the inspection does not:
 - (i) take place outside the Owner's hours of business;
 - (ii) cause disruption to the Owner's business or duties to other customers under Applicable Laws;
 - (iii) occur more than once during a 12-month period commencing on the effective date of this Schedule 1 or any subsequent 12-month period (unless required otherwise following a Personal Data Breach or in connection with any legal obligation arising under Regulator Correspondence);
 - (c) the cost of any audit or inspection shall be for the sole account of the Hirer and shall include the direct costs of the Owner including costs charged on a time and materials basis for any time incurred by any of its personnel to support such audit or inspection or provide any relevant information

reasonably requested. Such costs shall be invoiced and payable by the Hirer within 30 days of the date of the invoice.

2.6 Neither party will make any announcement relating to this Schedule 1 or its subject matter without the prior written approval of the other party. Where the Hirer is required to provide a notification under Applicable Laws and the content of which may reasonably be interpreted to have the potential to cause damage to the Owner's reputation, the Hirer shall consider the Owner's reasonable representations prior to referring to the Owner in any such notification and make reasonable amendments requested by the Owner.

3. **SUB-CONTRACTORS**

3.1 The Hirer authorises the Owner to appoint the third party sub-processors listed in Annex 2 for the purposes of this Schedule 1.

3.2 The Owner shall ensure it has in place a written agreement which complies with GDPR Article 28(3). As between the Hirer and the Owner, the Owner shall remain fully liable for all acts of any authorised third-party sub-processor appointed by the Owner pursuant to this clause 3.

3.3 The Owner shall:

3.3.1 notify the Hirer in writing (including via email or website notification), as soon as reasonably possible of any intended changes concerning the addition or replacement of the approved sub-processors, including on grounds of commercial convenience and compliance with Data Protection Legislation, unless urgent replacement is necessary;

3.3.2 consider the Hirer's reasonable objections to such changes based on grounds under Data Protection Legislation. The Owner must raise any objections without undue delay and within five (5) Business Days' notice of the Owner's proposed update. If no objection is made within this period, approval of the change is deemed to have been given.

3.4 The Owner acknowledges and agrees that the Owner may not be able to deliver the services if an amicable solution cannot be found between the parties in respect of any proposed sub-processor or any necessary International Transfer and in such event, either party may, without liability, terminate the relevant aspects of the Agreement on ten (10) Business Days' notice.

4. **THIRD PARTY REQUESTS**

4.1 Owner shall not disclose Hirer Data to any third party, unless authorised by the Hirer or required by law.

4.2 Where the Owner receives a Third Party Request in relation to Hirer Data, it shall promptly notify Hirer and provide all information available to it, unless prohibited by Applicable Laws.

4.3 Where the Third Party Request relates to Hirer Data transferred to a Restricted Country:

4.3.1 and where the Owner is prohibited from notifying the Hirer of a Third Party Request, it shall use reasonable endeavours to obtain a waiver of the prohibition to notify the Hirer.; and

4.3.2 the Owner shall, and shall ensure the data importer shall, use reasonable endeavours to resist or minimise the data required for disclosure in response to such Third Party Request, including commencing appropriate proceedings to minimise or resist the request reasonably directed by the Hirer (at the Hirer's cost). The Hirer shall not cause the Owner to breach Applicable Laws.

5. LIMITATION OF LIABILITY AND INDEMNITY

5.1 Subject to Clause 18.1 of the Conditions, the Owner shall not be liable for:

5.1.1 any of the following (whether direct or indirect): loss of profit; loss, destruction, corruption, alteration or disclosure of data including Hirer Data (save where the same results from a breach of paragraph 2.5.2); loss of use; loss of production; loss of contract; loss of opportunity, revenue, or business; loss of savings discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; or

5.1.2 otherwise any indirect, consequential or special losses or damages.

5.2 In the event of any loss or damage to Hirer Data, the Hirer's sole and exclusive remedy shall be for the Owner to use reasonable commercial endeavours to restore the lost or damaged Hirer Data from the CCTV Equipment.

5.3 Without prejudice to clause 18 of the Conditions, the Hirer shall on demand indemnify and keep indemnified and hold harmless the Owner from and against:

5.3.1 any monetary penalties or fines levied by the Regulator against the Owner which relate to the Processing of Personal Data as instructed by the Hirer;

5.3.2 the costs of an investigative, corrective or compensatory action required by (or on behalf of) a Regulator, or of defending proposed or actual enforcement taken by (or on behalf of) a Regulator;

5.3.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by, the Owner pursuant to a claim, action or challenge made by a third party against the Owner (including by (or on behalf of) a Data Subject); and

5.3.4 except to the extent covered by paragraphs 5.3.1, 5.3.2 and/or 5.3.3 above, any Data Protection Losses suffered or incurred, awarded against or agreed to be paid by the Owner, arising from any breach of this Schedule 1, or the Data Protection Legislation by or on behalf of the Hirer.

ANNEX 1

DATA PROCESSING PARTICULARS

Subject Matter of Processing	Personal Data captured by the Hirer in connection with its deployment of CCTV Equipment and telematics data services.
Duration of processing	The term of the Agreement.
Nature and purpose of processing	To the extent applicable, provision by the Owner of hosting services in connection with data recorded through the use of the CCTV Equipment and telematics services.
Processing being undertaken	Where applicable hosting services in connection with the data recorded through the use of the CCTV Equipment and telematics data service subject to the Agreement.
Types of Personal Data and categories of data subjects	CCTV images including footage of the Hirer's employees, customers and members of the public, movements data relating to interactions with the tracked Equipment and email addresses of telematics users.

ANNEX 2

SRL SUB-PROCESSORS

Name and address of the sub-processor (including location of Processing)	Description of the services
Pulseway, Traclogik	<ul style="list-style-type: none"> • remote monitoring and management (RMM) software. Utilised by SRL to provide software access. • provision of online portal and storage of data services.
Such other sub-processors as notified from time to time	