

TERMS AND CONDITIONS FOR THE HIRE OF URBAN 64 TRAFFIC LIGHT SYSTEMS AND RELATED PARTS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

"Ancillary Items"	means any of the Equipment deemed necessary to support the main Equipment items and may include the items or services set out on page 2 of the Quotation which may include block moves, call outs, site attendance and 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 are 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 the Owner's terms and conditions of hire set out in this document;
"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 Contract;
"Contract Start Date"	means the date the Contract between the Hirer and the Owner commences, being the date the Owner accepts the Hirer's approval in accordance with clause 2.7;
"Contract"	means the agreement between the Owner and the Hirer for the hire of the Equipment incorporating these Conditions and the Quotation;
"Decommissioning Date"	means the date on which the Equipment is completely uninstalled and decommissioned from the Location by the Owner as notified to the Hirer by the Owner and scheduled by agreement between the parties. For the avoidance of doubt, decommissioning may take a number of days and the decommissioning date shall always be the last of these unless otherwise agreed by the Owner in writing at its sole discretion;
"Equipment"	means the traffic light systems and related accessories, spare parts and documentation and other physical material set out in the Quotation and to be hired by the Owner to the Hirer in accordance with these Conditions;
"Hire Fee"	means the hire price for the Equipment excluding the Ancillary Items and Ancillary Services, being the weekly hire fee for the Minimum Hire Term and a rate equal to 1/7 of that rate thereafter for each piece of Equipment set out in the Owner's price list from time to time multiplied by the number of days that the Hirer has been in possession of the Equipment;
"Hire Period"	means the period for hire of the Equipment which shall commence on the Scheduled Installation Date or the Installation Date, whichever is earlier, or such other date as the Owner may indicate

at its sole discretion and terminate on the Decommissioning Date;

"Hirer"	means the person hiring the Equipment from the Owner and whose details are set out in the Quotation;
"Installation Date"	means the date the Owner begins delivery and installation of the Equipment at the Location as notified to the Hirer by the Owner. For the avoidance of doubt, delivery and installation may take place over a number of days and the installation date shall always be the first of these unless otherwise agreed by the Owner in writing at its sole discretion;
"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 Quotation to which the Owner shall deliver or procure the delivery of Equipment;
"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 Period"	means seven (7) days for each piece of Equipment;
"Month"	means a calendar month;
"Owner"	means SRL Traffic Systems Limited (company number 03466427) whose registered office is at The Light House, Brooks Lane, Middlewich, England, CW10 0JG;
"Quotation"	means either a quotation for the hire of the Equipment excluding the Ancillary Items and Ancillary Services from the Owner placed by the Hirer or, where a formal quotation has not been entered into, any correspondence between the parties setting out the Equipment to be hired and the Hire Fee, in each case to which these Conditions apply and may be appended;
"Risk Period"	has the meaning given to it in clause 9.3;
"Scheduled Installation Date"	means the date the Owner is scheduled in advance to complete delivery and installation of the Equipment at the Location as notified to the Hirer by the Owner;
"Scheduled Start Time"	means the time on the Scheduled Installation Date the Owner is scheduled in advance to commence delivery and installation of the Equipment at the Location as notified to the Hirer by the Owner;
"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 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 Contract.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract 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 Contract except to the extent that the Owner otherwise agrees in writing.
- 2.3 No variation of these Conditions or to a Quotation or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Hirer and the Owner.
- 2.4 Each Quotation by the Owner shall be an invitation to treat relating to the hire of the Equipment to the Hirer subject to these Conditions. A Quotation is not an offer to hire the Equipment and is 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.
- 2.5 A Quotation shall remain in effect and capable of being approved by the Hirer unless withdrawn or amended by the Owner. The Hirer's approval of a Quotation shall constitute an offer by the Hirer to contract on the terms of the Quotation, which offer shall only be binding on the Owner once the Owner confirms the same in accordance with clause 2.7 following the Hirer's approval of the Quotation.
- 2.6 A Quotation may be withdrawn or amended by the Owner at any time before such confirmation by the Owner. If the Owner is unable to accept a Quotation that the Hirer has approved, it shall notify the Hirer as soon as reasonably practicable.

- 2.7 The Owner may accept or reject a Quotation at its discretion. A Quotation shall not be accepted, and no binding obligation to supply any Equipment shall arise, until the earlier of:
- 2.7.1 the Owner's written acceptance of the Quotation and for the purposes of this clause "written" shall include correspondence by email; or
 - 2.7.2 the Owner delivering and installing the Equipment.
- 2.8 Rejection by the Owner of a Quotation, including any communication that may accompany such rejection, shall not constitute a counter offer capable of acceptance by the Hirer.
- 2.9 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.
- 2.10 Marketing and other promotional material relating to the Equipment are illustrative only and do not form part of the Contract.
- 2.11 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 Contract commences on the Contract Start Date and shall continue in force until terminated by either party pursuant to clause 20 in which case it shall terminate on the Decommissioning Date or, if the full decommissioning has not been completed prior to such date, the Owner's confirmation in writing ("**Term**").
- 3.2 The Hirer must sign and provide to the Owner the Contract and all contractual documentation and a purchase order number for the Term to ensure the Hire Fees are charged. It is the responsibility of the Hirer to ensure the Owner has a purchase order number for the Hire Fees for the entirety of the Term. 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.
- 3.3 On and subject to these Conditions the Owner agrees to hire the Equipment to the Hirer for the Hire Period.
- 3.4 The Owner does not guarantee the continuing availability for hire of any of the Equipment for any period after the start of the Hire Period.

4. **INSTALLATION OF THE EQUIPMENT**

- 4.1 The Owner shall endeavour to install the Equipment to the Location on the Scheduled Installation Date and at any agreed time. Time of installation and commissioning is not of the essence. The Owner may commence installation at any time, either during the Scheduled Installation Date or another date as communicated to the Hirer. The Owner may install 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 including any traffic management at the Location and any safe working zones required to ensure the Owner is able to safely install the Equipment. 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 installation, commissioning and/or decommissioning 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 Unless the Hirer notifies the Owner in writing to the contrary within one (1) day of commissioning of the Equipment, the Equipment shall be deemed to be in good order, functioning properly in accordance with the Specification prepared by the Owner and for the purpose held out by the Owner, in accordance with the terms of the Contract, and to the Hirer's satisfaction.

4.6 The Hirer may be required by the Owner 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 during the Hire Period substantially in accordance with the specification made available by the Owner and 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/or events, circumstances, or causes beyond the Owner's reasonable control such as damage to equipment including cabling.

5.2 Except as set out in these Conditions to the contrary and subject to the Hirer's duties in clause 7, the good working order of the parts of the Equipment is the responsibility of the Owner including in respect of repair or replacement of any failed parts in accordance with clause 7.4.2.

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

6. **CONSTRUCTION**

6.1 The parties acknowledge and agree that this Contract 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 during installation of the Equipment from the Installation Date and throughout any period required by the Owner for commissioning at its discretion:

- (a) provide adequate traffic management at installation, commissioning, switch off, decommissioning, and any other activities of the Owner relating to the Equipment and/or the Location;
- (b) provide an electrician to wire in the Equipment's power cable provided by the Owner during the installation and commissioning;
- (c) provide an engineer to transfer the relevant communication devices (being UTMC or UTC) from the permanent controller to the Owner's controller, when applicable;

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

- 7.1.3 not use the Equipment in an unsafe and/or unsatisfactory state and/or in a state to which clause 7.4 may apply;
 - 7.1.4 ensure the safety of all staff and others who have access to the Equipment is maintained at all times;
 - 7.1.5 not touch, alter, or otherwise deal with the Equipment in any way without the Owner's prior written consent including in relation to any block moves;
 - 7.1.6 notify the Owner of any modifications to the road and/or traffic management layouts that may impact the method of control of the Equipment;
 - 7.1.7 be responsible for the signal layout design and/or drawings, and the method of control and/or controller specification in respect of the Location and shall notify the Owner of any changes in respect of the same;
 - 7.1.8 where permitted by the Owner in writing in advance, operate and use the Equipment in a workmanlike manner and only for the purposes for which it was designed including in relation to any manufacturer's rated capacity;
 - 7.1.9 make good to the Owner all loss or damage to the Equipment from whatever cause (excluding fair wear and tear); and
 - 7.1.10 ensure that all users of the Equipment are suitably trained and skilled staff in accordance with any operating instructions.
- 7.2 Where the Hirer does not comply with clause 7.1.1 in whole or in part such that any installation, commissioning, or otherwise is not completed by the Owner the Owner will charge one hundred percent (100%) of the fees for the same set out in the Quotation and any additional fees incurred as a result of any additional work arising as a result, at the Owner's discretion, of the Hirer's non-compliance with such clause.
- 7.3 The Owner accepts no liability for any use of the Equipment by the Hirer in contravention of clause 7.1 and/or in an otherwise unsafe and/or unsatisfactory state and the Hirer shall be solely responsible for any damage, loss, or accidents whether the same arise directly or indirectly from such state and/or contravention.
- 7.4 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:
- 7.4.1 shall notify the Owner immediately of the same;
 - 7.4.2 the Owner shall repair the relevant Equipment; and
 - 7.4.3 unless the breakdown, damage, break, loss, or otherwise is the fault of the Owner or is otherwise covered by the warranty at clause 5.1, the Hirer shall be responsible for any expenses incurred by the Owner arising from such repair and, if additional, the cost of such repair. The Owner shall endeavour to charge the full costs of such repair to the Hirer within fourteen (14) days of the Hirer's notification in accordance with clause 7.4.1.
- 7.5 The Hirer must immediately notify the Owner in writing:
- 7.5.1 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.

7.5.2 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.

7.6 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 decommissioned due to any fault or delay caused by the Hirer,

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 Hirers 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 13.7.

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 replacements 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 Risk in the Equipment shall pass to the Hirer on the Installation Date. The Equipment shall remain 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 the Decommissioning Date ("**Risk Period**").

9.4 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.

9.5 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.

9.6 The Hirer shall not:

9.6.1 create, or allow to be created over the Equipment any lien, charge or other security;

9.6.2 lease, sell or otherwise part with possession of the Equipment or represent it may do any of those things;

9.6.3 connect or attach the Equipment to any land or buildings; or

9.6.4 do anything that causes the insurance of the Equipment to become void or voidable.

9.7 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 Clauses 7.1, **Error! Reference source not found.**, 7.4, 7.5, or 9.6 or as a result, directly or indirectly, of the Hirer's sub-let or lending of the Equipment in contravention of these Conditions.

9.8 The Hirer shall:

9.8.1 not remove or alter any identifying mark on the Equipment; and

9.8.2 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 20.4.4.

10. INSPECTIONS

10.1 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.

10.2 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.

10.3 The Owner may complete specific inspections:

10.3.1 to review the Equipment for service/maintenance purposes, which shall be no later than every fifty two (52) weeks, 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;

10.3.2 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.

10.4 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.

10.5 Following any inspection under this clause 10, the Owner may provide to the Hirer s completed inspection note detailing any damage or otherwise to the Equipment and subsequent repairs required.

11. HIRER'S SITE

11.1 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 Contract shall comply with such legislation and procedures.

12. TRACKERS, CCTV AND LOST EQUIPMENT

12.1 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 will be subject to the Owner's "Tracker Terms & Conditions" as amended from time to time. This equipment is in addition to any tracking equipment and services provided by the Owner in accordance with the Quotation.

12.2 The Owner may, at its sole discretion, provide tracking information and/or CCTV footage to the Hirer if requested. The Owner has no obligation to provide any such information and no liability in respect of any information so provided.

12.3 Where the Quotation includes an itemised cost for CCTV or tracking, the Owner shall provide the Hirer with log in details for any CCTV or tracking system to which the cost relates. The Owner has no liability to the Hirer other than to provide such log in details. For the avoidance of doubt, the Owner shall not be responsible for any delay, inaccuracies, availability (or not) of the CCTV and the site on which the Hirer is provided log in details to.

12.4 The Hirer shall be responsible for any data protection legislation compliance related to the use of CCTV equipment at the Location and notifying its personnel and/or any third parties in respect of the same.

13. CHARGES AND PAYMENT

13.1 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 end of the month in which an invoice is issued by the Owner, regardless of whether the Equipment is in use or not by the Hirer during the Term.

13.2 The Hire Fee shall be calculated from the Installation Date of the Equipment in accordance with clause 4. Where the Equipment is commissioned at different dates, the Hirer shall pay for each of the Equipment from its respective Installation Date. All Equipment is subject to a Minimum Hire Period and shall be charged at the rate specified by the Owner for such Minimum Hire Period and upon expiry of such Minimum Hire Period will be charged at a daily rate equivalent to 1/7 of the fee for the Minimum Hire Period for that Equipment in respect of each additional day until the returned to the Owner.

13.3 The Hire Fee is exclusive of: installation, commissioning, and decommissioning fees; import and export tariffs; any abort fees under clause 7.2 or where the Hirer has changed the date of any installation, commission, or decommission on less than seven (7) business days' notice, any amounts due in respect of the hire of Ancillary Items including replacement of the same; and charges in respect of Ancillary Services, each to the extent applicable and which shall be charged in addition at the Owner's standard rates from time to time. For the

avoidance of doubt, the Owner shall have no liability to the Hirer for any change of date of or extension of time for an installation, commission, or decommission.

- 13.4 The Hire Fee and other amounts due under this Contract are exclusive of VAT and any other taxes and duties, which the Hirer shall pay to the Owner on receipt of a valid invoice.
- 13.5 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 an invoice for the cost of replacement, repair, or otherwise 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.
- 13.6 Where the Hirer has been offered a discounted rate for Hire on the provision that it hires the Equipment for an agreed period, and the Hirer subsequently reduces the agreed Hire Period, the Hirer shall pay the Owner any amount required to address the discrepancy in the Hire Fee paid against the Owner's standard rates for general hires of no set period.
- 13.7 The Hirer shall pay all invoices raised under this Contract in full without withholding, deduction, or set-off including on account of disputes, counterclaims, or otherwise, in cleared funds within thirty (30) days of receipt of an invoice raised by the Owner under this Contract and to the bank account nominated by the Owner.
- 13.8 The Owner may increase the Hire Fee at any time by giving the Hirer not less than fifty two (52) weeks' notice in writing.
- 13.9 Where undisputed sums due under these Conditions are not paid in full by the due date:
- 13.9.1 the payment of all amounts under the Contract will become due and payable immediately;
 - 13.9.2 the Owner reserves the right to charge the Hirer a minimum late payment charge of twenty five pounds sterling (£25) plus VAT;
 - 13.9.3 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;
 - 13.9.4 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
 - 13.9.5 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.
- 13.10 If, acting in good faith, the Hirer disputes any item within an invoice, it shall raise such dispute by written notice to the Owner within 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 clause 13.1. In relation to payments disputed in good faith, interest under clause 13.9.3 is payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment is made.

14. MOBILISATION FEES AND CANCELLED HIRES

- 14.1 In respect of any Equipment, the Owner reserves the right to charge the Hirer:
- 14.1.1 a fee of twenty five percent (25%) of the agreed fees in respect of the services to be performed (i.e. delivery/installation fees, decommissioning fees, site visit/attendance fees, or block move fees) in the event that the Hirer cancels any agreed services within the period between twenty four (24) hours and twelve (12) hours prior to the agreed date and time for performance. By way of example, if the Hirer cancels a hire, and subsequently the delivery and installation of Equipment, more than twelve (12) hours prior to the Scheduled Start Time and less than twenty four (24) hours prior to that time, the Hirer shall pay to the Owner twenty five percent (25%) of the agreed delivery and installation fees. Similarly, where the cancellation is more twelve (12) hours and less than twenty four (24) hours prior to a block move the Hirer shall pay to the Owner twenty five percent (25%) of the associated fees for the block move;
 - 14.1.2 a fee of fifty percent (50%) of the agreed fees in respect of the services to be performed (i.e. delivery/installation fees, decommissioning fees, site visit/attendance fees, or block move fees) in the event that the Hirer cancels any agreed services within the period between twelve (12) hours and two (2) hours prior to the agreed date and time for performance;
 - 14.1.3 a fee of one hundred percent (100%) of the agreed fees in respect of the services to be performed (i.e. delivery/installation fees, decommissioning fees, site visit/attendance fees, or block move fees) in the event that the Hirer cancels any agreed services within the period two (2) hours prior to the agreed date and time for performance,

in each case such fees shall be payable by the Hirer in accordance with clause 13.7.

- 14.2 In respect of any Equipment under this Contract, including such Equipment for which charges may be incurred in accordance with clause 14.1, the Hirer shall pay the Owner in accordance with clause 13.7:
- 14.2.1 a commissioning fee for the delivery and installation of the system, following an invoice from the Owner at its standard rates from time to time to be sent on or around the Contract Start Date; and
 - 14.2.2 a decommissioning fee for the removal, collection, and decommissioning of the system following an invoice from the Owner at its standard rates from time to time to be sent on or around the end of the Hire Period relevant to such Equipment.

15. INSTALLATION, MAINTENANCE, AND OTHER FEES

- 15.1 The Owner shall be responsible for all system programming and installation carried out in accordance with the agreed specification. A representative of the Hirer shall be required to sign off all installations and programming as part of the Owner's Commissioning Site Acceptance Test document. 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 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 applicable at the Owner's standard rates from time to time. Where the request is made by the Hirer, the Hirer must provide the Owner with no less than seven (7) days' notice for such requests.

- 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 up front 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 Contract 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 Contract. 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 20.4.4 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 Contract, 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 greater of: (i) an amount equal to one hundred percent (100%) of the Hire Fee of the Equipment paid in the preceding twelve (12) Month period; and (ii) an amount equal to the Hire Fees for the Equipment for the Minimum Hire Period.

18.4 The Owner shall not be liable to the Hirer, nor in breach of the Contract, for failing to perform its obligations to the Hirer under this Contract 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 Contract may be assigned, novated, or otherwise operated by a Lender.

20. TERMINATION

20.1 The Contract 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 Contract, or the hire of any or all of the Equipment, may be terminated by the Owner at any time on notice in writing to the Hirer whereupon the Hirer shall make available all Equipment and allow the Owner to collect the Equipment.

20.3 Without prejudice to its obligation to pay for the Minimum Hire Period, the Hirer may terminate the Contract at any time by providing no less than seven (7) days' notice in writing and making the Equipment available for collection by the Owner in accordance with clause 21.1.

- 20.4 The Owner may terminate the Contract or any other contract which it has with the Hirer at any time by giving notice in writing to the Hirer if:
- 20.4.1 if the Hirer is in material breach of any of its obligations under the Contract and fails to remedy that breach (if capable of remedy) within ten (10) Business Days after receiving written notice of the breach; or
 - 20.4.2 the Hirer has failed to pay any amount due under the Contract on the due date for any reason; or
 - 20.4.3 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 Contract or receive any benefit to which it is entitled; or
 - 20.4.4 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.
- 20.5 If the Hirer becomes aware that any event has occurred, or circumstances exist, which may entitle the Owner to terminate the Contract under this clause 20, it shall immediately notify the Owner in writing.
- 20.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier 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 Contract the Hirer shall:
- 21.1.1 at its own cost promptly (and as the Owner may specify) make the Equipment available for collection and decommissioning 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 Period has not expired the Hirer shall also pay for the lesser of: the Hire Fee for the remainder of the Minimum Hire Period; and the ad hoc hire fees for the same at the Owner's standard rates from time to time; and
 - (b) where the Hirer has returned any Equipment in contravention of these Conditions, any amount required by the Owner to improve the condition and/or the cleanliness of the Equipment to the standards required by that clause. The Owner may, at its discretion, charge the entire Hire Fee for the remainder of the Initial Hire Period; and
 - 21.1.3 sign any documentation required by the Owner of the Hirer when returning the Equipment including without limitation any off hire note detailing damages, if any. Termination of hire requested by the Hirer will not be accepted without an off hire note signed by both parties.

- 21.2 If any Equipment is not made available to the Owner for decommissioning or collection by the Owner at the expiry of the Hire Period or earlier termination of the Contract 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.
- 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 Contract 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 Contract 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 Contract. 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 Contract;
- 22.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract 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 Contract.
- 22.2 This clause 22 shall remain in force indefinitely, notwithstanding the termination of this Contract 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 Contract. 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 Contract for any delays or failures in performance of the Contract 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 Contract by giving ten (10) Business Days' written notice to the other party.

24. **GENERAL**

- 24.1 Any notice given by a party under this Contract 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 Contract 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 Contract.
- 24.3 The parties agree that the Contract 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 Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 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 Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Owner. The Owner may amend the Contract 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 Contract, 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 Contract.
- 24.9 The Owner shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Hirer under the Contract 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 Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 24.11 Nothing in this Contract 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 Contract 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 Contract 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 Contract.
- 24.16 If there is a conflict between the terms contained in the Conditions and the terms of the Quotation, schedules, appendices or annexes to the Contract, 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 Contract (and any documents referred to in it).
- 24.18 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

25. **GOVERNING LAW AND JURISDICTION**

- 25.1 The Contract 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 Contract, its subject matter or formation (including non-contractual disputes or claims).