

**1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in these terms.
- Business Day** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Commencement Date** the date that the Hirer takes Delivery of the Equipment.
- Conditions** means these terms and conditions of contract which shall be updated from time to time by Santia as provided on Santia's website.
- Contract** means the contract between Santia and the Client for the provision of the hire of Equipment comprising these Conditions and the Quotation.
- Delivery Equipment** the transfer of physical possession of the Equipment to the Hirer at the Site. the items of equipment listed in the Quotation, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
- Hirer** The company, firm, person or corporation or public authority the Equipment on hire and includes the Hirer's servants or agents, and any sub-contractor's servants or agents and the Hirer's successors or personal representatives.
- Quotation** the form completed by the Hirer and Santia confirming the details of the Equipment.
- Quotation Acceptance** means the acceptance form attached to the Quotation to be signed by the Hirer.
- Purchase Option** the Hirer's option to purchase the Equipment as more fully described in clause 8 (Purchase Option).
- Purchase Option Price** the price of the Purchase Option as set out in the Quotation which shall be calculated at such amount as is required to cover the cost of replacement of the Equipment.
- Santia** means " means Santia Limited (company no:11091094), Santia Asbestos Management Limited (company number 07511557), Santia Access Solutions Limited (company number 11270573) or Santia Construction Management Limited (company number 05289555) as stated on the Quotation.
- Site** means the premises of the Hirer where the Equipment is due to be delivered as identified in the Quotation.
- Security Paint** the security paint that the Santia has marked the Equipment with.
- Rental Payments** the payments made by or on behalf of Hirer for hire of the Equipment, which are calculated weekly, fractions of a week being charged on a daily basis, the charge for 1 day being 1/7<sup>th</sup> of the weekly charge.
- Rental Period** the period of hire as set initially out in the Quotation or as extended by clause 3 (Rental Period).
- Total Loss** due to the Hirer's default the Equipment is, in Santia's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated. value added tax chargeable in the UK.
- VAT**

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these terms.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and wherever incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to these terms or to any other agreement or document referred to in these terms is a reference to these terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these terms) from time to time.
- 1.12 References to clauses are to the clauses of these terms.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. BASIS OF CONTRACT**

- 2.1 The Quotation Acceptance constitutes an offer by the Hirer to hire the Equipment in accordance with these Conditions. The Hirer is responsible for ensuring that the terms of the Quotation are complete and accurate.
- 2.2 The Quotation Acceptance shall only be deemed accepted when Santia either issues a written acceptance of the Quotation Acceptance, or the date of provision of the Equipment (whichever is the earlier) at which point a Contract shall come into existence.
- 2.3 A Quotation for the Equipment given by Santia shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.4 Santia shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Hirer's quiet possession of the Equipment.

**3. RENTAL PERIOD**

- 3.1 The Rental Period starts on the Commencement Date and shall continue for the period stated in the Quotation unless this agreement is terminated early or the Purchase Option is exercised in accordance with these Conditions.

**4. RENTAL PAYMENTS**

- 4.1 The Hirer shall pay the Rental Payments to Santia as agreed between Santia and the Hirer. The Rental Payments shall be paid in GBP and shall be made by BACS to such account as stated on the invoice within 30 days from the date of the invoice.
- 4.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 4.3 All amounts due under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 If the Hirer fails to make a payment due to Santia under these Conditions by the due date, then, without limiting Santia's remedies under clause 10 (Termination), the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 4.5 Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 4.6 Santia may, at their discretion grant the Hirer an authorised credit account following a level of credit approval by Santia. The provision of the credit facilities will be reviewed periodically and is discretionary and may be withdrawn by Santia at any time.
- 4.7 Santia reserves the right to increase the Rental Payments stated on the Quotation. Following acceptance of the Quotation Santia may increase any price including Equipment that is on hire, on 20 Business Days' notice, in writing to the Hirer.

**5. DELIVERY AND INSTALLATION**

- 5.1 Santia shall at the Hirer's expense Deliver and install the Equipment at the Site. The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Santia, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

- 5.2 To facilitate Delivery and installation, the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.
- 5.3 The Hirer shall sign a delivery certificate upon completion of the installation, which shall be conclusive proof of the receipt and acceptance of the Equipment by the Hirer.

**6. TITLE, RISK AND INSURANCE**

- 6.1 The Equipment shall at all times remain the property of Santia, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions except where the Hirer purchases the Equipment pursuant to the Purchase Option in clause 8 (Purchase Option)).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (Risk Period) until such time as the Equipment is redelivered to Santia. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- 6.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Santia may from time to time nominate in writing;
- 6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Santia may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- 6.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Santia may from time to time consider reasonably necessary and advise to the Hirer.
- 6.3 All insurance policies procured by the Hirer shall be endorsed to provide Santia with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Santia's request name Santia on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.4 The Hirer shall give immediate written notice to Santia in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 6.5 If the Hirer fails to effect or maintain any of the insurances required under these terms, Santia shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.
- 6.6 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Santia and proof of premium payment to Santia to confirm the insurance arrangements.

**7. HIRER'S RESPONSIBILITIES**

- 7.1 The Hirer shall during the term of these terms:
- 7.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Santia;
- 7.1.2 take such steps (including compliance with all safety and usage instructions provided by Santia) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 7.1.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- 7.1.4 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Santia unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Santia immediately upon installation;
- 7.1.5 keep Santia fully informed of all material matters relating to the Equipment;
- 7.1.6 at all times keep the Equipment in the possession or control of the Hirer and keep Santia informed of its location;
- 7.1.7 permit Santia or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 7.1.8 maintain operating and maintenance records of the Equipment and make copies of such records readily available to Santia, together with such additional information as Santia may reasonably require;
- 7.1.9 not, without the prior written consent of Santia, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.10 not without the prior written consent of Santia, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Santia against all losses, costs or expenses incurred as a result of such affixation or removal;
- 7.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Santia in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that Santia may enter such land or building and recover the Equipment both during the Rental Period and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Santia of any rights such person may have or acquire in the Equipment and a right for Santia to enter onto such land or building to remove the Equipment;
- 7.1.12 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify Santia and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Santia on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 7.1.13 not use the Equipment for any unlawful purpose;
- 7.1.14 ensure that at all times the Equipment remains identifiable as being Santia's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 7.1.15 deliver up the Equipment at the end of the Rental Period or on earlier termination in accordance with these Conditions at such address as Santia requires, or if necessary allow Santia or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- 7.1.16 not do or permit to be done anything which could invalidate the insurances referred to in clause 6 (Title, risk and insurance).
- 7.2 The Hirer acknowledges that Santia shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify Santia on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of these Conditions.

## 8. PURCHASE OPTION

- 8.1 The Hirer shall, subject to clause 8.2, have the option, exercisable by not less than twenty (20) Business Days' written notice to Santia, to purchase the Equipment on the last Business Day of the Rental Period at the Purchase Option Price.
- 8.2 The Purchase Option may be exercised only if all amounts due to Santia up to the date of exercise of the Purchase Option have been paid in full by the Hirer.
- 8.3 Upon completion of the purchase of the Equipment under this clause 8 such title to the Equipment as Santia had on the Commencement Date shall transfer to the Hirer. The Equipment shall transfer to the Hirer in the condition and at the location in which it is found on the date of transfer.
- 8.4 The Purchase Option is subject to the removal of the Security Paint and receipt of a confirmation statement from the Hirer that the Security Paint has been successfully removed.
- 8.5 Title to the sold Equipment marked with Security Paint does not pass to the Hirer until all visible traces of the Security Paint has been removed.
- 8.6 It is agreed between the parties that the purpose of this clause 8 is for the overall protection of Santia's equipment and fleet.
- 8.7 It is the Hirer's responsibility to ensure that it agrees with Santia, in writing, in advance of any agreement, a sufficient time period to remove the Security Paint, which shall be no greater than a period of 90 days.

## 9. LIABILITY

- 9.1 Without prejudice to clause 9.2, Santia's maximum aggregate liability for breach of these Conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the lesser of either (i) £1,000,000; or (ii) the total value of the Rental Payments.
- 9.2 Nothing in these terms shall exclude or in any way limit:
- 9.2.1 either party's liability for death or personal injury caused by its own negligence;
- 9.2.2 either party's liability for fraud or fraudulent misrepresentation; or
- 9.2.3 liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.
- 9.3 These terms set forth the full extent of Santia's obligations and liabilities in respect of the Equipment and its hiring and sale to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Santia except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these Conditions, whether by statute, common law or otherwise, is expressly excluded.
- 9.4 Without prejudice to clause 9.2, neither party shall be liable under these terms for any:
- 9.4.1 loss of profit;
- 9.4.2 loss of revenue
- 9.4.3 loss of business; or
- 9.4.4 indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

## 10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, Santia may terminate the Contract with immediate effect by giving written notice to the Hirer if:
- 10.1.1 the Hirer fails to pay any amount due under these terms on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- 10.1.2 the Hirer commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- 10.1.3 the Hirer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;
- 10.1.4 the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- 10.1.5 the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
- 10.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
- 10.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);
- 10.1.8 the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 10.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
- 10.1.10 the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;
- 10.1.11 a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
- 10.1.12 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.4 to clause 10.1.11 (inclusive);
- 10.1.13 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 10.1.14 the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation; or
- 10.2 The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 10.3 The Hirer is entitled to give 48 hours' notice in writing of his intention to end the Rental Period early. The Hirer must also inform Santia whether the Hirer will be exercising their Purchase Option upon termination of the Rental Period.
- 10.4 Upon receipt of notice provided in accordance with clause 10.3, Santia shall provide the Hirer with an off-hire reference. Rental payments will cease from the date of notice provided the Equipment is returned within the notice.

## 11. CONSEQUENCES OF TERMINATION

- 11.1 Upon termination of these terms, however caused:
- 11.1.1 Santia's consent to the Hirer's possession of the Equipment shall terminate and Santia may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located, unless the Hirer has decided to take up the Purchase Option and the terms of clause 7 of these Conditions shall apply; and
- 11.1.2 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Santia on demand:
- 11.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4;
- 11.1.2.2 any costs and expenses incurred by Santia in recovering the Equipment and/or in collecting any sums due under these Conditions (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.2 Upon termination of these Conditions pursuant to clause 10.1, any other repudiation of these Conditions by the Hirer which is accepted by Santia or pursuant to clause 10.2, without prejudice to any other rights or remedies of Santia, the Hirer shall pay to Santia on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of

such demand to the end of the Rental Period. Termination or expiry of these Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- 11.3 Upon termination, if the Hirer is not exercising the Purchase Option, the Hirer must return the Equipment to Santia's premises at the Hirer's expense, clean and in the same condition as upon Delivery, fair wear and tear accepted. Risk of the Equipment shall transfer to Santia once the Equipment has been offloaded at Santia's premises.
- 11.4 Santia shall inspect the Equipment within 7 days of redelivery of the Equipment at Santia's premises and shall report any damage incurred to the Equipment (outside of fair, wear and tear) to the Hirer. The Hirer shall be liable for all damages, costs, liabilities, and expenses which arise as a result of such damage, and the Hirer shall fully indemnify Santia in respect of the same. All damage costs shall be paid in GBP to Santia, by BACS, within 30 days of the date of the invoice for damage.

## 12. FORCE MAJEURE

- 12.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate these terms by giving 30 days' written notice to the affected party.

## 13. CONFIDENTIAL INFORMATION

- 13.1 Each party undertakes that it shall not at any time during the Rental Period, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Hires, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Conditions. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Conditions.

## 14. ASSIGNMENT AND OTHER DEALINGS

The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

## 15. ENTIRE AGREEMENT

- 15.1 The Contract constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions..

## 16. VARIATION

- 16.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 17. NO PARTNERSHIP OR AGENCY

- 17.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 18. FURTHER ASSURANCE

- 18.1 Each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Conditions.

## 19. COUNTERPARTS

- 19.1 The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 20. THIRD PARTY RIGHTS

- 20.1 Unless it expressly states otherwise, these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.
- 20.2 The rights of the parties to rescind or vary these Conditions are not subject to the consent of any other person.

## 21. NOTICES

- 21.1 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing and shall be:
- 21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 21.1.2 sent by email to the address specified in the Quotation.
- 21.2 Any notice or communication shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2.3, business hours mean 9.00am to 5.00am any Business Day.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.4 A notice given under these Conditions is not valid if sent by email.

## 22. WAIVER

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

## 23. RIGHTS AND REMEDIES

- 23.1 Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

## 24. SEVERANCE

- 24.1 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.
- 24.2 If any provision or part-provision of these Conditions is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 25. GOVERNING LAW

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

## 26. JURISDICTION

- 26.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.