

STANDARD TERMS AND CONDITIONS

PKL - Hire

These conditions apply to all contracts for the hire of equipment by PKL Group (UK) Ltd and shall apply in place of and prevail over any terms or conditions contained or referred to in any hirer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by a director of PKL Group (UK) Ltd.

1. DEFINITIONS

- 1.1 "the Owner" means PKL Group (UK) Ltd (registered number 2308713).
- 1.2 "the Hirer" means the person, firm, company, corporation or authority specified as the hirer of the Equipment and includes his/her, its or their successors or personal representatives.
- 1.3 "Equipment" means the equipment listed in the Quotation and any other equipment or goods of any nature whatsoever provided by the Owner to the Hirer in accordance with these conditions.
- 1.4 "Hire Contract" means the contract between the Owner and the Hirer in connection with the hire of the Equipment incorporating these conditions, the Quotation and the Order (where applicable).
- 1.5 "Hire Period" means the period during which the Equipment is hired by the Owner to the Hirer under the Hire Contract (and, if the Hire Contract subsists for different periods in relation to different items of Equipment, as the context requires or permits the period during which each item of Equipment is hired by the Owner to the Hirer) and includes any period during which the Equipment is in the possession or under the control of the Hirer otherwise than with the consent of the Owner.
- 1.6 "Minimum Hire Period" means either the minimum fixed term period for which the Equipment is capable of being hired as stated in the Quotation or (in the event that no such period is specified in the Quotation) as agreed between the Hirer and the Owner and stated in the Hire Contract.
- 1.7 "Minimum Hire Charge" means the minimum amount charged by the Owner for the Minimum Hire Period as stated in the Quotation or (in the event that no such period is specified in the Quotation) as agreed between the Hirer and the Owner and stated in the Hire Contract.
- 1.8 "the Site" means where the Equipment is or is to be located during the Hire Period.
- 1.9 "the Order" means the document (including electronic order document) submitted by the Hirer to the Owner confirming the hire of the Equipment.
- 1.10 "the Quotation" means the document provided by the Owner setting out the Charges, a list of the Equipment and any Minimum Hire Period.
- 1.11 "the Charges" means the total amount payable by the Hirer for the hire of the Equipment as set out in the Quotation or (in the event that no Quotation is provided by the Owner to the Hirer) as agreed in writing between the Owner and the Hirer.

2. CONSENTS LICENCES AND PERMISSIONS

- 2.1 The Hirer shall obtain and maintain in force at all times all permissions, consents and licences required for the Equipment or for the erection, installation or operation of the Equipment or any part of it under any applicable statute, regulation or bye-law and comply with any conditions imposed therein.
- 2.2 The Owner shall not, other than in exercise of its rights under the Hire Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment.
- 2.3 The Owner reserves all intellectual property rights in or relating to the Equipment, including copyright in all drawings, plans, diagrams, operation or installation manuals, specifications, lists of components, illustrations and images of the Equipment or any part of it, all rights in all designs of or relating to the Equipment or any part of it prepared or created by the Owner and all rights in the trade and service marks (registered and unregistered) used by the Owner in connection with the Equipment or any part of it and the Hirer hereby acknowledges that it shall not acquire any such rights and that all such rights are, and shall remain, vested in the Owner.

3. DELIVERY

- 3.1 The Owner will use its reasonable endeavours to deliver the Equipment to the Site on the date specified for delivery in the Order or as otherwise agreed in writing between the Owner and the Hirer.
- 3.2 Unless otherwise specified in writing, time will not be of the essence in relation to the date for delivery of the Equipment and the Owner accepts no liability for failure to deliver the Equipment on any specified date arising from any cause whatsoever.
- 3.3 The Hirer will ensure that the Owner, or its affiliate, has a suitable and unrestricted access route for delivery and collection of the Equipment.
- 3.4 It shall be the responsibility of the Hirer to ensure that the route and site for delivery and collection of the Equipment is suitable and without impediment. Where the ground is soft, potentially unstable or otherwise unsuitable for delivery the Hirer shall notify the Owner, and the Hirer shall provide appropriate temporary foundations in a suitable position for loading, unloading and for the Equipment to rest on. For the avoidance of doubt, the Owner shall not be liable to the Hirer or any third party for any loss or damage incurred as a result of the Hirer failing to perform its responsibilities under this clause 3.4.
- 3.5 It is the Hirer's responsibility to ensure the suitability of the Site and access for the Equipment. Any costs arising from the unsuitability of the Site, access route and/or any consequential failed or delayed delivery are chargeable to the Hirer.

3.6 In the event the Hire Period exceeds twenty-four (24) months, the Owner shall be entitled to review, and to the extent reasonable, increase the costs of collection of the Equipment from the Site.

4. LOADING AND UNLOADING

4.1 The Hirer shall be responsible for the loading and unloading of the Equipment at the Site and any personnel supplied by the Owner shall be deemed to be under the Hirer's control.

4.2 The Hirer shall be responsible for any lifting gear or special apparatus required for the installation or removal of the Equipment.

4.3 A maximum of 90 minutes is allowed for the loading and unloading of the Equipment. Should the vehicle driver be delayed in gaining access to the Site or on Site any longer than this period, whether the reason for the delay is within the control of the Hirer or not, then extra charges will be incurred at the rate of £50 per 15 minute period for each employee or worker of the Owner thus delayed.

4.4 Any work involving positioning of the Equipment is the responsibility of the Hirer.

5. CONNECTION OF MAINS SERVICES

5.1 Connection and disconnection of services on the Site is the responsibility of the Hirer and must be performed by a competent engineer in accordance with the service requirements outlined by the Owner.

5.2 Unless otherwise agreed in writing by the Owner, it is the responsibility of the Hirer to arrange for a competent engineer to commission the Equipment on the Site.

6. MAINTENANCE, CARE AND ALTERATIONS

6.1 The Hirer shall use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued with the Equipment and shall ensure that the Equipment is operated and used by properly skilled and trained personnel. The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of its delivery and for returning the Equipment at the expiry of the Hire Period in a good and clean condition (fair wear and tear excepted). If the Owner (in its absolute discretion) considers that the Equipment requires cleaning at any time during the Hire Period to ensure its efficient operation or its continued efficient operation, the Owner shall be entitled to clean the Equipment and charge the cost of so doing to the Hirer.

6.2 If at any time during the Hire Period the Equipment (or any part of it) is lost or damaged the Hirer shall immediately notify the Owner and the Hirer shall be responsible for the full cost of replacement or repair. In the case of damage, the Owner shall (in its absolute discretion) determine whether the damage shall be made good by repair or the Equipment be replaced. The Hirer shall be responsible for the replacement of all consumable items such as dishwasher salts, water softeners, calcium treatment units, slicer blades and light bulbs.

6.3 No alteration or modification may be carried out to the Equipment without the prior written consent of the Owner.

6.4 Nothing may be affixed whether temporarily or permanently to any of the interior or exterior walls of the cabin or portable building housing or forming part of the Equipment and any holes or other damage caused to any interior or exterior walls shall be charged to and payable by the Hirer in accordance with these terms.

6.5 In the event of any item of the Equipment malfunctioning the Hirer will inform the Owner at the earliest possible opportunity. The Owner will procure that an engineer visits the Site to examine the malfunctioning item of the Equipment within one working day of notification.

6.6 If in the opinion of the Owner any malfunction of the Equipment is caused by misuse, neglect or malicious vandalism, scaled water, impact damage or broken knobs or frets, the cost of repairs (including a call out charge at the Owner's rates ruling at the time), will be charged to and payable by the Hirer. If in the opinion of the Owner (i) the malfunction of the Equipment is caused by incorrect usage, insufficient gas or electrical supply, inadequate water treatment or any other problem unrelated to the Equipment, regardless of whether the Owner has conducted maintenance visits, or (ii) the Equipment is not malfunctioning, the Owner will charge the Hirer a full call-out charge at the Owner's rate ruling at the time, including all transport charges.

6.7 In times of severe weather, precautions should be taken by the Hirer to avoid frost, flood, wind, hail or storm damage. The Owner recommends that the Equipment be drained down or kept heated (as appropriate) overnight at such times. Any damage caused by frost, flood, wind, hail or storm is the responsibility of the Hirer.

6.8 In the event the Owner provides a cabin or portable building with the Equipment, under no circumstances may the Hirer remove any Equipment or part thereof from such cabin or portable building. No cooking equipment connected to a supply of water, electricity or gas, other than equipment supplied by the Owner, may be used within any portable kitchen supplied by the Owner unless prior consent in writing is given by the Owner.

6.9 The Hirer shall be responsible for ensuring compliance with any applicable rules or regulations relating to health or safety at work and shall take such steps (including compliance with all safety and usage instructions provided by the Owner) 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. In particular, if it is necessary or prudent for fire extinguishers to be available at the Site within the cabin or portable building supplied by the Owner, the Hirer shall be responsible for supplying them.

6.10 Should any fixed or loose item of Equipment (e.g. keys, sink plugs etc) not be returned with the Equipment at the expiry of the Hire Period then rental will be charged on that item until it is either returned to the Owner or payment for the item is received by the Owner. The minimum hire charge for such items will be £20 plus £1 per item per day.

7. INSPECTION

7.1 The Hirer shall at all times allow the Owner, its agents or servants or any person authorised by the Owner, to have reasonable access to the Equipment to inspect, test, adjust, repair or replace the same.

7.2 The Hirer shall procure that all necessary consents from third parties are obtained and kept in force to permit the Owner to have access to the Equipment at all times for the purpose of the Hire Contract.

8. HIRE PERIOD

8.1 Unless otherwise agreed in writing, the Hire Period will commence on whichever is the earlier of (i) the day the Equipment leaves the Owner's premises or (ii) the day set out in the Quotation (the "**Agreed Delivery Date**"), and will terminate on the day the Equipment is received by the Owner at its premises. Should the Hirer seek to postpone the delivery date within the four (4) week time period leading up to the Agreed Delivery Date, notwithstanding such postponement, the Hire Period shall be deemed to

commence on the Agreed Delivery Date.

- 8.2 On or after the expiry of the Minimum Period of Hire, the Owner will arrange collection of the Equipment at the expiry of notice given by the Hirer in accordance with clause 8.3.
- 8.3 Either the Hirer or the Owner may terminate the Hire Contract by notice in writing to the other in accordance with the following notice provisions, such notice to expire on the last day of the Minimum Hire Period or any day thereafter:- In the event that the Minimum Hire Period or (in the event the Minimum Hire Period is extended) the Hire Period:
- 8.3.1 exceeds twenty four (24) months, the notice period shall be not less than twelve (12) weeks' notice;
- 8.3.2 exceeds twelve (12) months, the notice period shall be not less than eight (8) weeks' notice;
- 8.3.3 exceeds six (6) months, the notice period shall be not less than six (6) weeks' notice;
- 8.3.4 is six (6) months, the notice period shall be not less than five (5) weeks';
- 8.3.5 is three (3) months, the notice period shall be not less than four (4) weeks';
- 8.3.6 is one (1) month, the notice period shall be not less than two (2) weeks'.
- 8.4 Notwithstanding clause 8.3 in the event that the Equipment on hire at any point consists of (i) ten (10) units or more; (ii) any units that require modification or design changes to be made; or (iii) open plan units, the party seeking to terminate the Hire Contract must give not less than ten (10) weeks' notice.

9. RENTAL AND PAYMENT TERMS

- 9.1 The Hirer shall pay to the Owner the Charges in accordance with the timeline set out in the Quotation or (in the event that no Quotation is provided by the Owner to the Hirer) as agreed in writing between the Owner and the Hirer.
- 9.2 In the event that the Parties agree to extend the Minimum Hire Period, the Owner shall notify the Hirer as soon as reasonably practicable (before the expiry of the Minimum Hire Period) the revised Charges payable by the Hirer which shall continue to accrue at the rate agreed by the Owner at the point of extension until the Equipment is returned to or collected by the Owner or a further extension of the Hire Period is agreed.
- 9.3 If the Hire Period exceeds one (1) month, the Owner will invoice the Charges in monthly instalments, as at the first day of each succeeding month.
- 9.4 All Charges shall be paid by the Hirer punctually to the Owner and subject to clause 9.7 below no allowance, deduction, discount or set-off shall be permitted.
- 9.5 In the event of late payment the Owner reserves the right to charge interest at the rate provided for under the then current late payment legislation.
- 9.6 The Owner reserves the right to amend hire rates, reasonably, at any time after the expiry of the Minimum Hire Period, giving seven (7) days' notice in writing to the Hirer.
- 9.7 Where required under the Hire Contract, the Hirer shall pay a security bond to the Owner upon entering into the Hire Contract. The amount of such security bond shall be held by the Owner until the safe return of the Equipment in accordance with these conditions. The security bond may be set-off by the Owner against the Charges or applied by the Owner in its reasonable discretion to fund costs payable by the Hirer in connection with lost or damaged or inadequately cleaned Equipment.
- 9.8 The Hirer will pay to the Owner V.A.T. at the then current rate on all payments made under the Hire Contract.

10. TERMINATION

Without prejudice to the Owner's right to arrears of Charges or other sums due under the Hire Contract the Owner may terminate the hire under the Hire Contract by notice to the Hirer upon the occurrence of any of the following events:-

- 10.1 if the Hirer fails to pay the Charges or any other sums agreed to be paid by the Hirer to the Owner under the Hire Contract on the due date; or
- 10.2 if the Hirer breaches any term of the Hire Contract; or
- 10.3 if the Hirer does or allows to be done any act or thing which may prejudice or endanger the Owner's property or rights in the Equipment; or
- 10.4 if the Hirer dies or otherwise becomes incapable of performing its obligations under the Hire Contract; or
- 10.5 if the Hirer has a bankruptcy order made against him/her; or
- 10.6 if the Hirer is liquidated or wound up or has a petition for winding up presented against it or it pass a resolution for voluntary winding-up (otherwise than for reconstruction or amalgamation to which the Owner shall have given its written consent); or
- 10.7 if 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 10.8 if 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 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; or
- 10.9 if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer; or
- 10.10 if the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver; or
- 10.11 if a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer; or
- 10.12 if 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; or

- 10.13 if the Hirer shall abandon the Equipment whereupon the Owner's consent to the Hirer's possession of the Equipment shall be terminated immediately and the Owner may take possession of the Equipment wherever it or any part of it may be.

11. CONSEQUENCES OF TERMINATION

- 11.1 Immediately upon notification of the termination of the Hire Contract pursuant to clause 10 above there shall become immediately due and payable by the Hirer to the Owner:-
- 11.1.1 all and any Charges then due (including all and any arrears);
- 11.1.2 all and any Charges which were agreed to be paid by the Hirer at the end of the Hire Period or any extension thereof (less a discount for accelerated payment at the rate of 5% per annum).
- 11.2 The Hirer shall indemnify the Owner against, and shall promptly reimburse the Owner upon receipt of any invoice from the Owner in respect of, all expenses and costs incurred by the Owner in retaking possession of the Equipment and/or enforcing its rights under the Hire Contract.
- 11.3 If the Hirer terminates the Hire Contract during the Minimum Hire Period and the Owner is capable of hiring all such Equipment to another customer for the remaining period of the Minimum Hire Period, the Owner shall offer the Hirer a rebate equal to 50% of the daily rental value under the Hire Contract in respect of each day of the remaining Minimum Hire Period that the Equipment is hired by another hirer (less the amount representing the discount applicable under 11.1.2 above)

12. CANCELLATION

- 12.1 In the event that the Hirer cancels the Hire Contract (whether by notice to that effect given to the Owner at any time after the Hire Contract has been entered into or by failing to comply with the Hirer's obligations under the Hire Contract and the Owner electing to treat such failure as a repudiation of the Hire Contract by the Hirer) the Owner shall be entitled to either:
- 12.1.1 where the Hire Period has commenced, the same payments from the Hirer pursuant to clause 11 as if the Owner had terminated the Hire Contract for a reason falling within clause 10; or
- 12.1.2 where the Hire Period has not yet commenced, any Charges payable as the result of preparatory work on the Equipment and all Charges that would have been payable by the Hirer for the Minimum Hire Period as if the Hire Contract had not been cancelled.

13. CLEANING

- 13.1 The Hirer shall fully clean the Equipment each day during the Hire Period.
- 13.2 At the expiry of the Hire Period and prior to the collection of the Equipment by the Owner the Hirer will deep clean the Equipment so that the Hirer returns the Equipment to the Owner in the same condition (fair wear and tear excepted) and standard of cleanliness as it was when it was delivered by the Owner. The Owner will be entitled to charge up to £500.00 for each unit and £50.00 for each item of catering equipment received at the Owner's premises that has not undergone a deep clean.

14. CONDITIONS, WARRANTIES AND EXCLUSIONS

- 14.1 The Equipment shall be deemed to be complete, in good order and condition and to the Hirer's satisfaction unless notification is received by the Owner within forty-eight (48) hours of the Equipment being delivered to the Site.
- 14.2 The Owner warrants that the Equipment shall substantially conform to its specification (as made available by the Owner to the Hirer), be of satisfactory quality and fit for purpose as determined by the Owner but no warranty or representation is given or made that the Equipment is suitable for the purpose required by the Hirer.
- 14.3 In the event of malfunction, failure or poor or partial performance of the Equipment or any part of it and subject to the provisions of clause 13.1 and clause 6 above, the liability of the Owner shall be limited to repairing or replacing the Equipment or relevant part.
- 14.4 Without prejudice to clause 14.5, the Owner's maximum aggregate liability in connection with the Equipment or the Hire Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever shall in no circumstances exceed the amount equal to the aggregate Charges payable by the Hirer during the Minimum Hire Period.
- 14.5 Nothing in the Hire Contract shall exclude or in any way limit:
- 14.5.1 either party's liability for death or personal injury caused by its own negligence;
- 14.5.2 either party's liability for fraud or fraudulent misrepresentation; or
- 14.5.3 any other liability which cannot be excluded by law.
- 14.7 Except as expressly set forth in the Hire Contract all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Equipment are excluded to the fullest extent permitted by law and in no event shall the Owner be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Owner is advised of the possibility of loss, liability, damage or expense):
- 14.7.1 loss of revenue;
- 14.7.2 loss of actual or anticipated profits (including for loss of profits on contracts);
- 14.7.3 loss of the use of money;
- 14.7.4 loss of anticipated savings;
- 14.7.5 loss of business;
- 14.7.6 loss of operating time or loss of use;
- 14.7.7 loss of opportunity;

- 14.7.8 loss of goodwill;
 - 14.7.9 loss of reputation;
 - 14.7.10 loss of, damage to, or corruption or reconstitution of data; or
 - 14.7.11 any indirect or consequential loss of damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 14.7.1 to 14.7.10). Direct financial and other loss not excluded by this clause is accepted by the Seller up to the limit set out in clause 14.4.
- 14.8 In particular, and without limiting the provisions of clause 14.7, the Owner accepts no liability for loss of or damage to food due to defects in or breakdown of any cold room or refrigeration equipment included in the Equipment.

15. TRANSPORT

- 15.1 Unless otherwise stated in the Quotation provided by the Owner to the Hirer, the Hirer shall pay to the Owner the cost of the transport of the Equipment from the Owner's premises to the Site and its return to the Owner's premises.

16. SUB-LET AND CHANGES OF SITE

- 16.1 Subject to 16.3 below the Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or purport to do any such things and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of Government requisition.
- 16.2 The Hire Contract is personal to the Hirer and the Hirer shall not assign his, her or its rights hereunder.
- 16.3 Subject to the written permission of the Owner and the Hirer having specified any sub-hirer to the Owner in writing the Hirer may sub-let the whole (but not part only) of the Equipment to the specified person, firm or company for use at the Site but:
 - 16.4 any such sub-letting shall not affect in any way the Hirer's liability to the Owner under the terms of the Hire Contract;
 - 16.4.1 the Hirer shall make it a condition of the sub-letting that in the event that the Hirer makes any default in the payment of rentals due by the Hirer to the Owner the sub-hirer shall thereupon no longer be in possession of the Equipment sub-hired with the consent of the Owner and accordingly such Equipment may be repossessed by the Owner; and
 - 16.4.2 the Hirer shall indemnify and keep indemnified the Owner against any loss, cost, claim, demand, liability or expense which the Owner may suffer, incur or sustain as a result of or in connection with any such sub-letting.
- 16.5 In particular but without prejudice to the generality of clause 16.3 above the Hirer will remain liable for all damage to the Equipment or any part of it caused by any person, firm or company to which the Hirer gives possession of the Equipment and for any charges raised by the Owner in accordance with these terms and conditions in the event of failure to maintain the Equipment properly.

17. TITLE, RISK AND INSURANCE

- 17.1 The Equipment shall at all times remain the property of the Owner, 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 the terms and conditions of the Hire Contract).
- 17.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery to the Site. The Equipment shall remain at the sole risk of the Hirer during the Hire Period until such time as the Equipment is collected by or returned to the Owner. During the Hire Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
 - 17.2.1 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, accident and any other cause usually insured against;
 - 17.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner 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
 - 17.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 17.3 The Hirer shall ensure that the interest of the Owner is noted on such insurance policies effected by the Hirer and that the Owner is named as loss payee so that in the event of loss or damage to the Equipment or any claim being made against the Owner for loss or damage to person or property the Owner will have the benefit of an indemnity from an insurance company to the full value of the loss, damage or claim.
- 17.4 If at any time the Hirer is unable, upon request, to supply the Owner with evidence of insurance cover in force which the Owner reasonably considers fulfils the Hirer's obligations under this clause, the Owner may effect such insurance or accept the relevant risks itself and in either case shall charge the Hirer the relevant premium or a fee equivalent to that premium.

18. OWNER'S MARKS

- 18.1 The Hirer will not remove, obscure, alter or deface in any way any of the Owner's nameplates, signs, engravings or other indications of ownership on any of the Equipment.
- 18.2 The Hirer will procure that none of the Equipment becomes affixed to any land and will indemnify the Owner against any loss, cost claim, demand, liability or expense which the Owner may suffer, incur or sustain as a result of any person, firm or company claiming that any Equipment has become affixed to any property.

19. ENTIRE AGREEMENT AND VARIATION

- 19.1 The Hire Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 19.2 Each party acknowledges that, in entering into the Hire Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Hire Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Hire Contract (whether made innocently or negligently) shall be for breach of contract.

- 19.3 Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 19.4 No variation of the Hire Contract shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 20.1 A person who is not a party to the Hire Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement to or under the Hire Contract are not subject to the consent of any person that is not a party to this agreement.

21. GENERAL

- 21.1 Any delay or failure by the Owner to exercise any right or remedy under the terms hereof shall not constitute a waiver of it or them and any of the Owner's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Owner to the effect that such rights are cumulative and not exclusive of each other.
- 21.2 The continuance of the hire under the Hire Contract and of the Hirer's liability for payment of rentals and all other sums due under it shall not be affected in any way by the loss or theft of or any damage to or defect in the Equipment, whether latent or patent.
- 21.3 Any written communication from the Owner to the Hirer or from the Hirer to the Owner shall be effective for the purposes of the Hire Contract and shall be sufficiently served if sent by letter whether delivered by pre-paid post or as an attachment to email or delivered by hand to the address of the other as referred to in the Quotation, Order or other contract document forming part of the Hire Contract and if sent by post shall be deemed to have been received by the addressee forty-eight (48) hours after the time of posting and at the date of sending or delivery if delivered by hand or sent as an email attachment.
- 21.4 The Hire Contract shall be governed by and construed in accordance with the laws of England.

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