TERMS AND CONDITIONS FOR THE RENTAL OF EQUIPMENT FOR SHORT TERM HIRE 2025 v1.0

DEFINITIONS

The following definitions apply in these Conditions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given to it in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with Paragraph 19.9.

Contract: the contract between the Hirer and the Supplier for the supply of Equipment and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, applications, data, specifications and reports (including drafts).

Delivery (of Equipment): has the meaning given to it in Paragraph 5.3.

Delivery Location: has the meaning given in clause 5.2.2.

End User(s): means any person corporeal, or incorporated in any form, who enters into a short-term rental of the Equipment from the Hirer at any time and for any period agreed between the Hirer and themselves.

Equipment: the Equipment (or any part of them) set out in the Order.

Equipment Specification: any specification for the Equipment, including any related plans and drawings, that is agreed in writing by the Hirer and the Supplier.

Hire Charge: means the price paid to the Supplier for hire of each item of Equipment during the period of hire.

Hirer: Briggs Equipment UK Limited registered in England and Wales with Hirer number 05895588.

Hirer Materials: has the meaning given to it in clause 6.3.10.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Hirer's business policies and codes attached listed in the Schedule.

(Purchase) Order: the Hirer's order for the supply of Equipment, as set out in the Hirer's Purchase Order ("**PO**") form.

Standards: any applicable British or international standard, specification or code of practice issued by any applicable standards institution current at the date of the Order.

Statement of Work: means a schedule of Services to be provided in accordance with these Conditions detailed under a Purchase Order.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification, if applicable.

Service Specification: any description or specification for Services agreed in writing by the Hirer and the Supplier.

Supplier: the person or firm from whom the Hirer hires the Equipment.

Term: the "term" or "duration" of any contract agreed and executed subject to these Conditions

BASIS OF CONTRACT

2.1. The Order constitutes an offer by the Hirer to hire Equipment from the Supplier in accordance with these Conditions.

2.2. The Order shall be deemed to have been accepted on the earlier of:

2.2.1. the Supplier issuing written acceptance of the Order; or

2.2.2. any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3. The Contract will be upon these Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification,

delivery note, invoice or similar document, whether or not such document is referred to in the Contract. Nothing in this Paragraph 2.3 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

2.4. Each quotation for Equipment from the Supplier will be deemed to be an invitation by the Supplier to rent Equipment to the Hirer based on these Conditions. All quotations provided by the Supplier, including the price provision, will remain open for 90 days from its date.

2.5. The Supplier may not cancel any Contract. The Hirer is entitled to cancel the Contract in whole or in part by giving written notice to the Supplier (i) at any time prior to delivery of the Equipment; or (ii) at any time whether before or during performance of the Services, and in either case the Hirer's sole liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

3. SPECIFICATION

3.1. The quantity, quality and description of Equipment, and any applicable Service levels and/or service credits, will be as specified in the Equipment Specification and/or the Service Specification which may accompany any order. Precise conformity of the Equipment or Services with the applicable Equipment Specification or Service Specification, the Order, Standards and the Contract is of the essence and the Hirer will be entitled to reject the Equipment or terminate the Contract under Paragraph 7.3 or Paragraph 7.4 if Equipment or Services delivered do not conform with the stated requirements. In the absence of any Briggs Equipment Specification then the Supplier shall supply to the manufacturer's recommended standards in respect of each item of Equipment. In the absence of any Briggs Service Specification then the Supplier shall supply to accepted industry-wide standards in respect of each Service. Any breach of this condition is deemed a material breach which is not capable of remedy.

3.2. The parties may at any time by written agreement make changes in writing relating to the Order. If such changes result in an increase or reduction in cost of, or time required for the performance of the Contract, such changes will be subject to the agreement of an equitable adjustment to the price, delivery schedule or both.

SUPPLY OF EQUIPMENT

4.1. The Supplier shall ensure that the Equipment shall:

4.1.1. correspond with any description provided, with applicable Standards and with the Equipment Specification;

4.1.2. be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Hirer, expressly or by implication, and in this respect the Hirer relies on the Supplier's skill and judgement;

4.1.3. without limiting the foregoing, warranted to be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery or such longer period as the manufacturer's warranty may provide; and

4.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Equipment.

4.2. The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Equipment.

4.3. The Hirer may inspect and test the Equipment at any time before delivery and within a reasonable period after delivery. The Supplier shall remain fully responsible for the Equipment despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

4.4. If following such inspection or testing the Hirer reasonably considers that the Equipment do not comply or are unlikely to comply with the Supplier's undertakings at Paragraph 4.1, the Hirer shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance.

4.5. The Hirer shall be entitled to deploy the Equipment within its fleet as equipment for short term hire throughout the term of the Contract, subject to the additional Hirer's Obligations as set forth at Paragraph 8.1.

DELIVERY OF EQUIPMENT

5.1. The Supplier shall ensure that:

5.1.1. the Equipment is properly packed and secured in such manner as to enable it to reach its destination in first class condition;

5.1.2. each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Equipment (including the code number of the Equipment (where applicable)) and if the Equipment is being delivered in instalments, the outstanding balance of Equipment remaining to be delivered; and

5.1.3. it states clearly on the delivery note any requirement for the Hirer to return any packaging material for the Equipment to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.2. The Supplier shall deliver the Equipment:

5.2.1. on the date specified in the Order or, if no such date is specified, then within such reasonable period from the date of the Order as specified by the Hirer (**Delivery Date**);

5.2.2. to the location set out in the Order or as instructed by the Hirer before delivery (**Delivery Location**); and

5.2.3. during the Hirer's normal hours of business on a Business Day, or as instructed by the Hirer.

5.3. Once the Supplier shall have completed the unloading of the Equipment at the Delivery Location and subject to Paragraph 5.9 accepted Delivery of the Equipment shall be deemed to take place at 09.00 hrs (GMT/BST) on the next day following the completed unloading of the Equipment.

5.4. Where it is agreed that the Equipment is to be delivered by instalments, then they may be individually invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Hirer to the remedies set out in Paragraph 7.1.

5.5. The Supplier shall ensure that any certificates of conformity required are provided to the Hirer before Delivery.

5.6. Risk in the Equipment shall pass to the Hirer on Delivery of the Equipment, but title shall remain vested in the Supplier, unless and until any sale of the Equipment to the Hirer, is agreed.

5.7. The Hirer shall be entitled to relocate the Equipment throughout the term of the Contract, from time to time subject to keeping available accurate details of such relocation to provide the Supplier upon reasonable notice.

5.8. Time of Delivery shall be of the essence of any contract for Equipment unless otherwise stated in an order or Statement of Work.

5.9. If the Hirer notifies the Supplier of any defect or fault in the Equipment in consequence of which they fail to comply with any of the conditions, warranties, representations and undertakings described in Paragraph 2, then the Hirer may, in its sole discretion, elect (in addition to any other remedies that may be available to it), one or more of the following remedies:

5.9.1. require the Supplier to repair or replace and re-deliver the Equipment at the Supplier's sole cost and expense so that they fully comply;

5.9.2. where the Hirer requires the Supplier to repair any Equipment, require the Supplier to provide replacement items of an equivalent nature (including of an equivalent or better quality) on a temporary loan basis during the period that any defective or faulty Equipment is unavailable to the Hirer;

5.9.3. carry out (or procure that a third party carries out) remedial work or provides substitute Equipment. The Supplier shall reimburse the Hirer on demand for any expenditure incurred by the Hirer in the performance of such remedial work or obtaining substitute Equipment, including any third party costs and the Hirer's internal resource costs and expenses in relation to such remedial work; and

5.9.4. recover damages for any additional costs, losses or expenses incurred by the Hirer arising from the Supplier's failure to supply Equipment in conformity to the Contract.

5.10. The Supplier shall not be liable under the foregoing Paragraph 5.8 if and to the extent that:

5.10.1. the Hirer alters or repairs any Equipment without the consent of the Supplier;

5.10.2. the defect arises as a result of fair wear and tear or due to the Hirer's wilful damage or negligence.

5.11. The provisions of this Paragraph 5 shall apply to any such repaired, re-performed or replacement Equipment. For the avoidance of doubt, the warranty period of any such repaired, re-performed or replacement Equipment shall start on the date of acceptance of the repaired, re-performed or replacement Equipment.

SUPPLY OF SERVICES

6.1. The Supplier shall from the Commencement Date; or from any other date set out in the Order and for the duration of the Contract, supply the Services to the Hirer in accordance with these Conditions.

6.2. The Supplier shall meet any performance dates, guaranteed service levels or key performance indicators for the Services specified in the Order or that the Hirer notifies in writing to the Supplier.

6.3. In providing the Services, the Supplier shall:

6.3.1. co-operate with the Hirer in all matters relating to the Services, and comply with all reasonable and lawful instructions of the Hirer;

6.3.2. perform the Services with care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

6.3.3. ensure that the Services will conform in all material aspects with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Hirer expressly or impliedly makes known to the Supplier;

6.3.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

6.3.5. ensure that the Deliverables, and all Equipment and materials supplied and used in the Services or transferred to the Hirer, will be free from defects in workmanship, installation and design;

6.3.6. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

6.3.7. observe all health and safety rules and regulations and any other security requirements that apply at any of the Hirer's premises;

6.3.8. at all times comply with the lawful instructions of any authorised representatives of the Hirer;

6.3.9. provide such management information as the Hirer may from time to time reasonably require and:

6.3.9.1. notify the Hirer of any tests or examinations required to be executed in respect of the Services; and

6.3.9.2. remedy any failings in the Services provided identified by such tests and/or examinations in a timely and compliant manner;

6.3.10. hold all materials, drawings, specifications and data supplied by the Hirer to the Supplier (Hirer Materials) in safe custody at its own risk, maintain the Hirer Materials in good condition until returned to the Hirer, and not dispose or use the Hirer Materials other than in accordance with the Hirer's written instructions or authorisation; and

6.3.11. not knowingly do or knowingly omit to do anything which causes the Hirer to lose any licence, authority, consent or permission upon which it relies for the purpose of conducting its business.

6.4. Any access to any of the Hirer's premises made available to the Supplier in connection with the proper performance of a Contract shall be used by the Supplier solely for the purpose of performing the Services during the term of the Contract. The Supplier shall have the use of and access to such premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Premises.

HIRER REMEDIES

7.1. Timely Supply of Equipment

If the Supplier fails to deliver the Equipment by the applicable date or to perform the Services by the applicable date, or both, the Hirer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:

7.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

7.1.2. to refuse to accept any subsequent Delivery of the Equipment and/or performance of the Services which the Supplier attempts to make;

7.1.3. to recover from the Supplier any costs incurred by the Hirer in obtaining substitute Equipment from a third party;

7.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Equipment that it has not delivered; and

7.1.5. to claim damages for any reasonably foreseeable additional costs, loss or expenses incurred by the Hirer to the extent that they are attributable to the Supplier's failure to meet such dates.

7.2. The period of hire of any item of Equipment supplied by the Supplier shall commence upon accepted Delivery. Should the Supplier supply the Equipment later than the agreed Delivery Date then the term of hire of those items of Equipment shall commence in accordance with Paragraph 5.3 on the day following accepted Delivery.

7.3. Supply of non-conforming Equipment

If the Supplier has delivered Equipment that does not comply with the undertakings set out in Paragraph 4.1, then, without limiting or affecting other rights or remedies available to it, the Hirer shall have one or more of the following rights and remedies, whether or not it has accepted the Equipment:

7.3.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

7.3.2. to reject the Equipment (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense on the basis of a full refund of any hire charges received by the Supplier;

7.3.3. at the Hirer's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Equipment or to supply replacement Equipment and carry out any other work necessary to ensure that the Supplier's obligations under the Contract are performed to the Hirer's satisfaction;

7.3.4. to recover from the Supplier any expenditure necessarily incurred by the Hirer in obtaining substitute Equipment from a third party; and

7.3.5. to claim damages for any reasonably foreseeable additional costs, loss or expenses incurred by the Hirer arising from the Supplier's failure to supply Equipment in accordance with clause 4.1 including loss of profits resulting from cancelled short term hire contracts.

7.4. Supply of non-conforming Services

If the Supplier has supplied Services that do not comply with the requirements of clause 6.3.3 then, without limiting or affecting other rights or remedies available to it, the Hirer shall have one or more of the following rights and remedies:

7.4.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

7.4.2. to return the Deliverables to the Supplier at the Supplier's own risk and expense;

7.4.3. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid for);

7.4.4. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

7.4.5. to recover from the Supplier any expenditure necessarily incurred by the Hirer in obtaining substitute services or deliverables from a third party; and

7.4.6. to claim damages for any additional reasonably foreseeable costs, loss or expenses incurred by the Hirer arising from the Supplier's failure to comply with clause 6.3.3.

7.5. The Hirer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

HIRER'S OBLIGATIONS

8.1. The Hirer shall:

8.1.1. provide the Supplier with reasonable access to the Hirer's premises for the purpose of:

8.1.1.1. at reasonable times providing the Services; and

8.1.1.2. subject to no less than ten (10) Business Days' written notice inspecting the Equipment on site for damage or wear in excess of fair wear and tear.

8.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8.1.3. maintain the Equipment in good order;

8.1.4. replace consumables, including tyres but not including traction batteries, when necessary at the expense of the Hirer or the End User;

8.1.5. return the Equipment at the end of the period of hire in good condition save for fair wear and tear.

CHARGES AND PAYMENT

9.1. The price for the Equipment:

9.1.1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date;

9.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Equipment. No extra charges shall be effective unless agreed in writing and signed by the Hirer;

9.1.3. if the Equipment are on the Hirer's standard products list (a "**Core**" product) then the price shall remain fixed throughout the Term of the Contract.

9.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive price payable to the Supplier in respect of the performance of the Services. Save for the costs which arise under paragraph 8, or any which otherwise are agreed in writing by the Hirer ("Additional Charges") the Hire Charge shall include every cost and expense of the Supplier (including delivery and collection) directly or indirectly incurred in connection with the performance of the Services.

9.3. The Supplier shall invoice the Hirer the Hire Charge together with any Additional Charges as they arise initially, on or within sixty (60) days' immediately following accepted delivery of the first item(s) of Equipment hired and on a monthly basis thereafter until the final monthly Hire Charge on the last item(s) of Equipment remaining on hire are returned or the Contract is terminated earlier in accordance with these Conditions

9.4. Each invoice shall include such supporting information as is reasonably required by the Hirer to verify the accuracy of the invoice, including but not limited to the relevant Order number.

9.5. The Hirer shall pay the invoiced amounts within 60 days of the final day of the month in which a correctly rendered invoice is received, to a bank account nominated in writing by the Supplier.

9.6. The Hirer shall not be obliged to pay any invoice for Equipment / Services received:

9.6.1. more than sixty (60) days following the end of the month to which the invoiced Hire Charges relate; or

9.6.2. more than sixty (60) days following completion of the Services to which Additional Charges relate.

9.7. All amounts payable by the Hirer under the Contract are exclusive of amounts in respect of Value Added Tax (VAT) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Hirer, the Hirer shall, on receipt of a valid VAT invoice from

the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Equipment and/or Services at the same time as payment is due for the supply of the Equipment and/or Services.

9.8. If a party fails to make any payment of any undisputed sum due to the other party under the Contract by the due date for payment, then the defaulting party shall pay Interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Paragraph will accrue each date at 1% a year above the Bank of England's base rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums agreed or determined to be due, from 14 days after the dispute is resolved until payment in full is received by the recipient. The parties agree that this Paragraph 9.8 is a substantial remedy for late payment of any sum payable under any Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

9.9. The Hirer may at any time, on giving written notice to the Supplier, set off any liability of the Supplier to the Hirer against any liability of the Hirer to the Supplier under the Contract, whether either liability is present or future, liquidated or un-liquidated. Any exercise by the Hirer of its rights under this Paragraph shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9.10. The Supplier will not be entitled to any additional payment and will not be excused from any obligation or liability under the Order as a consequence of any misinterpretation or misunderstanding by the Supplier of any matter or fact relating to the functions, facilities and capabilities of the Equipment and/or the Services.

INTELLECTUAL PROPERTY RIGHTS

10.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Hirer Materials) shall be owned by the Supplier.

10.2. The Supplier grants to the Hirer, or shall procure the direct grant to the Hirer of, a fully paid-up, worldwide, non-exclusive, royalty-free irrevocable licence to copy and modify the Deliverables (excluding Hirer Materials) for the purpose of receiving and using the Services and the Deliverables.

10.3. The Hirer shall not sub-license, assign or otherwise transfer the rights granted by Paragraph 10.2.

10.4. The Hirer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Hirer to the Supplier for the term of the Contract for the purpose of providing the Services to the Hirer but not further or otherwise.

10.5. All Hirer Materials are the exclusive property of the Hirer.

LIABILITIES AND LIMITATIONS

11.1. The Supplier shall indemnify the Hirer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Hirer arising out of or in connection with:

11.1.1. any claim made against the Hirer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Equipment, or receipt, use or supply of the Services (excluding the Hirer Materials);

11.1.2. any claim made against the Hirer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Equipment, as delivered, or the Deliverables; and

11.1.3. any claim made against the Hirer by a third party arising out of or in connection with the supply of the Equipment, as delivered, or the Services.

11.2. This Paragraph 11 shall survive termination of the Contract.

INSURANCE

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance Hirer, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Hirer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

CONFIDENTIALITY

13.1. Each party undertakes that it shall not at any time during which information is confidential in nature, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Paragraph 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 exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Paragraph 13; and

13.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

13.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

COMPLIANCE WITH RELEVANT LAWS AND POLICIES

In performing its obligations under the Contract, the Supplier shall:

14.1.1. comply with all applicable laws, statutes and regulations from time to time in force; and

14.1.2. comply with the Mandatory Policies as set forth at Schedule 1.

DATA PROTECTION

15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Paragraph 15.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Paragraph 15, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, and Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

15.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the Controller and the Supplier is the Processor.

15.3. Without prejudice to the generality of Paragraph 15.1, the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

15.4. Without prejudice to the generality of Paragraph 15.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

15.4.1. process that personal data only on the documented written instructions of the Hirer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Hirer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Hirer;

15.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Hirer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing

any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

15.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

15.4.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:

15.4.4.1. the Hirer or the Supplier has provided appropriate safeguards in relation to the transfer;

15.4.4.2. the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

15.4.4.3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

15.4.4.4. the Supplier complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the personal data;

15.4.5. assist the Hirer, at the Hirer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6. notify the Hirer without undue delay on becoming aware of a personal data breach;

15.4.7. at the written direction of the Hirer, delete or return personal data and copies thereof to the Hirer on termination of the Contract unless required by Applicable Law to store the personal data; and

15.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 15 and immediately inform the Hirer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

15.5. The Supplier shall not appoint any third-party processor of personal data under the Contract.

15.6. Either party may, at any time on not less than 30 days' written notice, revise this Paragraph 15 by replacing it with any applicable controller to processor standard Paragraphs or similar terms forming

part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

TERMINATION

16.1. Without affecting any other right or remedy available to it, the Hirer may in the case of any Contract that has not already been discharged by complete performance, terminate the Contract:

16.1.1. with immediate effect by giving written notice to the Supplier if:

16.1.1.1. there is a change of control, as defined by Section 1124 of the Corporation Taxes Act 2010, of the Supplier; or

16.1.1.2. the Supplier commits a breach of Paragraph 14 (Compliance with relevant laws and policies); or

16.1.1.3. the Supplier repeatedly breaches any Term(s) to an extent which the Hirer reasonably believes is repudiatory and fails to remedy such breaches.

16.1.2. for convenience by giving the Supplier one month's written notice.

16.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

16.2.1. the other party commits a material breach of any term of the Contract which breach is irremediable or if such breach is remediable fails to remedy that breach within a period of 14 days after being notified in writing to do so;

16.2.2. the other party takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

16.2.3. the other party suspends, or ceases to carry on all or a substantial part of its business.

CONSEQUENCES OF TERMINATION

17.1. On termination of the Contract:

17.1.1. the Supplier shall immediately deliver to the Hirer all Deliverables whether or not then complete and return all Hirer Materials. If the Supplier fails to do so, then the Hirer may enter the Supplier's premises and take possession of them. Until they

have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

17.1.2. should the Hirer terminate the Contract subject to Paragraphs 16.1.2, 16.2.2 or 16.2.3, then the Hirer shall be entitled to retain the Equipment for up to seventy (70) days following the effective date of termination in order to serve an agreed period of notice upon an End User in whose possession the subject Equipment may be on the date of termination.

17.2. Termination or discharge by performance of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or discharge by performance, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or discharge.

17.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or discharge by performance of the Contract, shall remain in full force and effect.

FORCE MAJEURE

No party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control provided that the party so affected shall continue its efforts to mitigate the effects of the circumstances of force majeure and recommence satisfactory performance of its obligations at its earliest opportunity. 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 six (6) weeks or more, then a party which is not delayed or prevented in its own performance of the Contract may terminate the Contract by giving 14 days' written notice to the affected party. If the circumstances affect both parties to a similar extent then either party shall be entitled to issue notice of termination to the other if the force majeure circumstances persist for six (6) weeks or more with no prospect of them abating.

GENERAL

19.1. <u>Assignment and other dealings.</u>

19.1.1. The Hirer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

19.1.2. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract

without the prior written consent of the Hirer, such consent not to be unreasonably withheld or delayed.

19.2. Subcontracting.

The Supplier may not subcontract its rights or obligations under the Contract without the prior written consent of the Hirer, such consent not to be unreasonably withheld or delayed. If the Hirer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

19.3. Notices.

19.3.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and may be:

19.3.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a Hirer) or its principal place of business (in any other case); or

19.3.1.2. sent by email to the address specified by the parties or to those email addresses of the Supplier and the Hirer that have been used during negotiations leading to the conclusion of the Contract or those email addresses used during the performance of the Contract.

19.3.2. Any notice or communication shall be deemed to have been received:

19.3.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

19.3.2.2. 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

19.3.2.3. if sent by email, at the time of transmission.

19.3.3. This Paragraph 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.

19.4. Severance.

If any provision or part-provision of the Contract 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 the Contract. If any provision of the Contract is deemed deleted under this Paragraph 19.4 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.

19.5. Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.6. No partnership, agency or relevant transfer.

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

19.6.2. The parties do not envisage that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE') will apply to any Contract or that any relevant transfer will take place; the Supplier will however:

19.6.2.1. provide to the Hirer any information which the Hirer may require from time to time; and

19.6.2.2. keep the Hirer indemnified in full against any costs, claims, awards, orders, obligations and liabilities whatsoever (including legal and other professional fees and expenses) whenever arising which the Hirer may otherwise incur in connection with the employment and/or termination of employment of any persons arising out of the application of TUPE in connection with any Contract.

19.7. Entire agreement.

The Contract constitutes 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.

19.8. Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party to enforce any term of the Contract.

19.9. Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

19.10. Governing law.

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.

19.11. Jurisdiction.

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 the Contract or its subject matter or formation.