

TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS APPLY TO HIRES FROM CHILLI CHEEZE LIMITED (TERMS AND CONDITIONS).

1. GENERAL

1.1 The following definitions and rules of interpretation apply in these terms and conditions.

Account Holder: any Customer granted a credit account by the Supplier in accordance with 6.1 below.

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

Cancellation Charge: the Supplier's charge for cancellation of the Contract outside the Cancellation Period being the Hire Charges in full unless otherwise agreed between the parties.

Cancellation Period: any time up to 14 days prior to the commencement of the Hire Period.

Charges: all of the following: (a) any Hire Charges; (b) the charges for any Services; (c) any interest due by the Customer to the Supplier under the Contract; (d) any Overdue Return Charges (e) any Professional Cleaning Charge and; (f) any other sums payable under, or in connection with, the Contract. Any Deposit shall form part of the Charges.

Commencement Date: the date that the Customer takes Delivery of the Hired Goods.

Contract: the agreement under which the Supplier will provide Goods and/or Services to the Customer consisting of these Terms and Conditions and any Order Confirmation.

Customer: the person or company described as such on the Order Confirmation.

Delivery: the transfer of physical possession of the Hired Goods to the Customer.

Deposit: a non-refundable deposit of 50% of the Hire Charges due at the time of booking to be held as security by the Supplier unless otherwise agreed between the parties from time to time.

Goods: any products or goods, including any machines, articles, tools, equipment, devices supplied by the Supplier to the Customer, including Hired Goods and Purchased Goods. Goods also include any consumables purchased for use with Hired Goods and such consumables shall be Purchased Goods.

Hire Charges: The Supplier's charging rate for the hire of the Hired Goods which is current from time to time during the Hire Period.

Hired Goods: Goods which are, or are to be, hired to the Customer.

Hire Period: the period commencing when the Customer receives the Hired Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hired Goods by the Customer into the Supplier's possession in accordance with the Order Confirmation; or (ii) the physical repossession or collection of Hired Goods by the Supplier.

Insurance Policy: the insurance policy arranged by the Supplier in relation to the Hired Goods on the terms agreed by the Supplier in its absolute discretion.

Professional Cleaning Charge: the Supplier's charge of £45 + VAT per person per hour for professional cleaning.

Technician: the person employed by the Supplier to supervise the Hired Goods and provide assistance in an advisory capacity only as to its use throughout the Hire

Period.

Order Confirmation: any document supplied by the Supplier to the Customer setting out the particulars of the order. An Order Confirmation, in respect of online sales, may be sent by email.

Overdue Return Charges: the Supplier's charges for the retention of Hired Goods by the Customer following the Hire Period charged at the Supplier's daily hire rate as set out in the Order Confirmation.

Services: means the services of the Technician and/or work (if any) to be performed by the Supplier for the Customer where agreed by the Supplier including any delivery and/or collection service for Hired Goods in accordance with the Order Confirmation

Supplier: Chilli Cheeze Hire Limited (company number [10288043](#)) whose registered office is Aubrey Newman House Unit E, Crosspoint Distribution Park, Swallowfield Way, Hayes, Middlesex, England, UB3 1DQ.

Supplier Collection: collection of the Hired Goods following a Hire Period, which is agreed between Supplier and the Customer, and included in the Order Confirmation.

Total Loss: due to the Customer's default the Hired Goods are, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 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 fax and 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 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. HIRED GOODS

- 2.1 The Supplier shall hire the Hired Goods and supply the Services to the Customer subject to the Contract.

3. REQUIREMENTS FOR HIRE

- 3.1 Prior to hire, the Supplier reserves the right to:
 - (a) verify identification of a Customer by requesting sight of photographic ID (a

driver's licence, passport or national ID card);

- (b) request written authority to act on behalf of a Customer presented on company headed paper; or
- (c) request written confirmation of the intended use and deployment of the Hired Goods.

Failure to provide any requested documentation may result in the Supplier declining to hire to the Customer.

3.2 The Supplier will not retain or copy any photo identification presented in accordance with 3.1 above.

3.3 The Customer must not be below the age of 18 years old.

3.4 A signed copy of these terms must be returned to the Supplier prior to the release of Hired Goods. Failure to provide this may result in the Supplier declining to hire to the Customer.

3.5 Any quotation given by the Supplier will expire 28 days from production.

4. HIRE PERIOD

4.1 The Hire Period starts on the Commencement Date and shall continue for the Hire Period unless the Contract is terminated earlier in accordance with its terms.

4.2 The Customer must seek the written approval of the Supplier for any extension to the Hire Period at least 72 hours prior to the expiry of the Hire Period under the terms of the Order Confirmation but there shall be no obligation on the Supplier to extend the Hire Period pursuant to such request.

5. RENTAL PAYMENTS

5.1 For non-account holders, payment in full of the Charges stated in the Order Confirmation is required before the Hired Goods are released.

5.2 Unless otherwise stated by the Supplier, all Account Holder invoices are to be paid in full by the Customer within 30 days of the date of the invoice.

5.3 The Hire Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

5.4 All amounts due under the Contract 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).

5.5 If the Customer fails to make any payment due to the Supplier by the due date, then, without limiting the Supplier's remedies under clause 12:

- (a) all sums payable under the Contract, any other contract between the Supplier and the Customer shall immediately become due and payable;
- (b) if the Customer is contracting as a business, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- (c) regardless of whether or not the Supplier is claiming interest under the Late Payment of Commercial Debts (Interest) Act 1998 the Supplier shall be entitled to recover all sums which it would have been entitled to recover under the 1998 Act if it had charged interest under the 1998 Act. Such sums shall include the compensation charges referred to in clause 5A of the 1998

Act, (the amount of compensation being determined in accordance with the principles set out in the 1998 Act).

5.6 Where a Deposit is required for the Hired Goods, it must be paid in advance of Commencement Date unless otherwise agreed by the Supplier.

5.7 Subject to any deductions pursuant to 5.8 below, the Deposit will be refunded within 28 Business Days of:

- (a) return of the Hired Goods to the Supplier;
- (b) replacement or repair where the Hired Goods are lost, stolen or damaged in accordance with 11.5.

5.8 The Supplier shall be entitled to apply the Deposit against:

- (a) any Cancellation Charge;
- (b) any Professional Cleaning Charge;
- (c) any outstanding delivery or collection charges;
- (d) any outstanding Hire Charge payments in accordance with the Order Confirmation;
- (e) any loss or damage to the Hired Goods (in whole or in part) as set out within clause 11.5; or
- (f) any Overdue Return Charge imposed by the Supplier following expiry of the Hire Period.

6. CREDIT ACCOUNTS

6.1 Credit accounts shall be available to the Customer at the discretion of the Supplier, terms of which must be agreed prior to the Commencement Date.

7. PICK-UP, DELIVERY, RETURN AND COLLECTION

7.1 Collection of the Hired Goods shall be the responsibility of the Customer unless Delivery is agreed between the parties and is included in the Order Confirmation. The Supplier reserves the right to charge for Delivery.

7.2 The Customer acknowledges that the Hired Goods must be returned to the Supplier no later than 24 hours after the expiry of the Hire Period unless Supplier Collection is agreed. The Supplier reserves the right to charge for Supplier Collection.

7.3 In the event that either Delivery or Supplier Collection is agreed

- (a) the Supplier shall use all reasonable endeavours to effect Delivery or Supplier collection by the date and time given in the Order Confirmation but will not be held liable for any loss arising from any delay to Delivery or Supplier Collection.
- (b) The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery or Supplier Collection of the Hired Goods.
- (c) Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Hired Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- (d) The Customer shall, at its sole expense, provide all requisite materials, facilities, access and suitable working conditions to enable Delivery or Supplier Collection to be carried out safely and expeditiously by the Supplier.

7.4 In the event of unapproved retention of the Hired Goods beyond the Hire Period, the Contract will be terminated and the Hired Goods recovered pursuant to clause 13.1.

7.5 The Supplier will perform an inspection of the Hired Goods upon their return. Should the Hired Goods be returned in an unsatisfactory state of cleanliness, beyond expected wear and tear, the Supplier may, at its discretion, apply a Professional Cleaning Charge in relation to the Hired Goods which will be deducted from any Deposit or separately invoiced (which is in addition to loss or damage under clause 11.5).

8. TITLE, RISK AND INSURANCE

8.1 The Hired Goods shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Hired Goods (save the right to possession and use of the Hired Goods subject to these Terms and Conditions).

8.2 The Supplier agrees to obtain and maintain in force with a reputable Insurance Company, all necessary insurance policies in which to fulfil its obligations arising under the Contract.

8.3 In addition to the Charges, the Supplier may at its discretion require that the Customer shall pay to the Supplier charges in respect of the Insurance Policy, such charges to be stated within the Order Confirmation.

8.4 The Supplier shall undertake to do nothing to invalidate such insurance policies and such policies will be at all times, paid up to date during the duration of this agreement.

8.5 The Customer shall comply with the terms and conditions set out within the Insurance Policy which will be provided on the Supplier's website.

8.6 The Customer acknowledges that any information recorded by any of the Hired Goods capable of recording a workflow will be used by the Supplier as part of any investigation into any loss or damage of the Hired Goods.

8.7 Where the Hired Goods are of a high technology specification, the Supplier reserves the right to require a Technician to accompany the Hired Goods throughout any period of retention of the Hired Goods by the Customer, with these Services being chargeable to the Customer and set out in the Order Confirmation.

8.8 Should the Supplier permit that the Hired Goods are taken overseas in accordance with 9.1(j) the Customer will have the sole responsibility in obtaining all customs clearances, licences and permits as shall be necessary to take the Hired Goods out of the United Kingdom.

9. CUSTOMER'S RESPONSIBILITIES AND WARRANTIES

9.1 The Customer warrants that it will:

- (a) furnish the Supplier with all necessary information, to include, but not limited to, confidential information, that it may reasonably require for the administration and/or safety of its employees, agents or sub-contractors, and fulfilment of its obligations under the Contract;
- (b) not use the Hired Goods for:
 - (i) any activity which might render the Insurance Policy void; or
 - (ii) for any illegal purpose or in contravention of any legislation affecting or relating to the Hired Goods, their use or construction.
- (c) keep the Hired Goods in good and substantial repair during any period of retention;
- (d) ensure the safety and security of the Hired Goods during any period of retention prior to their being returned to the Supplier;
- (e) ensure the Hired Goods are only ever used in a skilful and proper manner by

officers, agents or employees of the Customer with the necessary training, experience and/or necessary qualifications;

- (f) not allow any third party to handle the Hired Goods without written consent of the Supplier;
- (g) provide and update the Supplier with any change to the intended use and deployment of the Hired Goods;
- (h) only use memory cards supplied by the Supplier unless otherwise agreed by the Supplier or the Technician;
- (i) return any Hired Goods in accordance with 7.3 unless otherwise agreed between the parties in accordance with 4.2; and
- (j) not remove, or instruct any third party to remove, any of the Hired Goods from the jurisdiction of the United Kingdom without written approval of the Supplier.

9.2 The Customer warrants that the Hired Goods will be made available for inspection by the Supplier at any time during any period of retention of the Hired Goods by the Customer and that any necessary access to any premises where the Hired Goods are located will be provided.

9.3 The Customer warrants to not interfere with the Hired Goods beyond what is reasonably expected in the ordinary course of use. The Customer will not repair, attempt to repair or instruct a third party to repair or attempt to repair the Hired Goods.

10. SUPPLIER WARRANTIES

10.1 The Supplier warrants that the Hired Goods shall substantially conform to its specification (as made available by the Customer), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Hired Goods which manifests itself, as soon as practicable, provided that:

- (a) the Hired Goods are located within the United Kingdom;
- (b) the Customer notifies the Supplier of any defect in writing within 48 hours of the defect occurring or of becoming aware of the defect;
- (c) the Supplier is permitted to make a full examination of the alleged defect;
- (d) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Customer's authorised personnel;
- (e) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Supplier or on its behalf; and
- (f) the defect is directly attributable to defective material, workmanship or design.

10.2 Insofar as the Hired Goods comprise or contain equipment or components which were not manufactured or produced by the Supplier, the Supplier shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.

10.3 If the Supplier fails to remedy any material defect in the Hired Goods in accordance with clause 10.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Hired Goods and make an appropriate reduction to the Hire Charge payable during the remaining term of the Contract and, if relevant, return any Deposit (or any part of it).

10.4 Where Hired Goods cease to be available due to circumstances beyond the Supplier's control, the Supplier shall inform the Customer as soon as practicable and endeavour to find a suitable replacement. Where a replacement is not possible and the Hire Period cannot be mutually rescheduled, a refund in full or in part shall be arranged.

11. LIABILITY

11.1 Without prejudice to clause 11.2, the Supplier's maximum aggregate liability for breach of the Contract (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 aggregate of the Charges contained within the Order Confirmation.

11.2 Nothing in these Terms and Conditions shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) 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.

11.3 These Terms and Conditions set forth the full extent of the Supplier's obligations and liabilities in respect of the Hired Goods and its hiring to the Customer. 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 the Supplier except as specifically stated in these Terms and Conditions. Any condition, warranty or other term concerning the Hired Goods, which might otherwise be implied into or incorporated within these Terms and Conditions, whether by statute, common law or otherwise, is expressly excluded.

11.4 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Hired Goods arising out of or in connection with any negligence, misuse, mishandling of the Hired Goods or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Supplier 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 Customer to comply with the terms of the Contract.

11.5 Unless any loss, theft or damage arises as a result of default or wilful misconduct of any Technician, the Customer shall be liable for any loss, theft or damage of the Hired Goods. The Customer shall be liable for Overdue Return Charges until such time as the Hired Goods are repaired or replaced by the Supplier.

11.6 Without prejudice to clause 11.2, the Supplier shall not be liable under the Contract for any:

- (a) loss of profit,
- (b) loss of revenue,
- (c) loss of business; or
- (d) indirect or consequential loss or damage

in each case, however caused, even if foreseeable.

11.7 The Supplier shall not be held liable for any loss, damage or corruption of any property owned by the Customer arising as a result of advice or guidance provided by the Technician.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any other term 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;

- (c) the Customer repeatedly breaches any of the terms of the Contract 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 the Contract;
- (d) the Customer 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, (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer 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 Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) 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 Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (g) 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 Customer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Customer 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 Customer's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(d) to clause 12.1(k) (inclusive);
- (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Lessee (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.2 For the purposes of clause 12.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Supplier would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clause 9,

over the Hire Period or any other period of retention of the Hired Goods. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

12.3 The Contract shall automatically terminate if a Total Loss occurs in relation to the Hired Goods.

13. CONSEQUENCES OF TERMINATION

13.1 Upon termination of the Contract, however caused:

- (a) the Supplier's consent to the Customer's possession of the Hired Goods shall terminate and the Supplier may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Hired Goods and for this purpose may enter any premises at which the Hired Goods are located; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Supplier on demand:
 - (i) all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.5;
 - (ii) any costs and expenses incurred by the Supplier in recovering the Hired Goods and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

13.2 Upon termination of the Contract pursuant to clause 12.1, any other repudiation of the Contract by the Customer which is accepted by the Supplier or pursuant to clause 12.3, without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier on demand a sum equal to the whole of the Hire Charge that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Hire Period, less a discount for accelerated payment at a rate that the parties may agree from time to time).

13.3 The sums payable pursuant to clause 13.2 shall be agreed compensation for the Customer's loss and shall be payable in addition to the sums payable pursuant to clause 13.1(b). Such sums may be partly or wholly recovered from any Deposit.

13.4 Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.

13.5 Termination of the Contract by the Customer within 14 days of the commencement of the Hire Period will result in a Cancellation Charge unless otherwise agreed between the parties. For the avoidance of doubt, there is no charge for cancellation outside of this period.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor 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. 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 the Contract by giving written notice to the affected party.

15. CONFIDENTIAL INFORMATION

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, 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 15.2.

15.2 Each party may disclose the other party's confidential information:

- (a) 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 Terms and 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 15;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 In the event that fraudulent activity is suspected, the Supplier will use any confidential information to make a report to any relevant anti-fraud agency, including but not limited to X Hire Anti-Fraud Network.

15.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

16. ASSIGNMENT AND OTHER DEALINGS

16.1 Subject to paragraph 16.2, neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16.2 The Supplier may at any time subcontract all or part of the Contract.

17. ENTIRE AGREEMENT

17.1 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.

17.2 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 the Contract.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. VARIATION

No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WRITTEN COMMUNICATION

19.1 Applicable laws require that some of the information or communications the Supplier sends to the Customer should be in writing. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that the Supplier provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in this agreement 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.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other

person.

21. FURTHER ASSURANCE

Each party shall, and 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 the Contract.

22. THIRD PARTY RIGHTS

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

23. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

24. RIGHTS AND REMEDIES

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

25. SEVERANCE

25.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

25.2 If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. GOVERNING LAW

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

27. JURISDICTION

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

