RENTAL TERMS

The following standard terms and conditions apply to every agreement entered into by Us for the hire of Equipment and the provision of Services.

1. DEFINITIONS

In these Conditions:-

1.1. the following words and expressions have the following meanings:-

"Bar"	the provisions of a physical bar, and/or alcoholic or non-alcoholic drinks and/or glassware or other drinking utensils, and/or Staff to serve behind the bar, or wait on tables with drinks;
"Business Day"	9am to 5am Monday to Friday (inclusive) other than on public holidays in England;
"Conditions"	the terms and conditions for the hire of Equipment and the provision of Services as set out in this document, together with any special terms and conditions agreed in Writing with You and set out in the Quote (and "Condition" shall be construed accordingly);
"Contract"	the contract for the hire of Equipment and the provision of Services entered into between Us and You on the Conditions (which, for the avoidance of doubt, includes the Quote);
"Damage Deposit"	the sum of £200;
"Delivery"	the delivery of the Equipment to the Site;
"Delivery Date"	the date specified in the Quote when the Equipment is to be delivered (or such later date as may be agreed in Writing between Us and You);
"Deposit"	the deposit payable by You as set out in the Quote;
"Equipment"	the tent, tipi, marquee ("Structure") and other items of equipment (including the Bar, if relevant) to be hired by You as set out in the Quote, together with any renewals or replacements of, or additions to, such Equipment as provided by Us during the Hire Period;
"Event"	the event for which We are to provide the Equipment and the Services in the Quote;
"Guest"	any Person who attends the Event as Your guest or any Person present at the Site other than Our Staff;

"Hire Period"	the period during which You hire the Equipment from Us, as set out in the Quote;
"Losses"	as defined in Condition 2.8;
"Minimum Spend"	the amount which is required to be spent at the Event at the Bar by You or Your Guests as set out in the Quote;
"Our Cost Price"	as defined in Condition 5.8.1;
"Person"	any individual, body corporate, limited liability partnership, governmental body or any entity having a separate legal personality;
"Quote"	the Quote annexed to this document containing Your details, and details of the Equipment, the Event, the Minimum Spend, the Rental Payments, the Hire Period and any special Conditions, signed by You or on Your behalf, and by Us;
"Rental Payments"	the payments made by You for hire of Equipment and provision of the Services in the amounts and on the occasions set out in the Quote (including, for the avoidance of doubt, the Deposit, the Shortfall Charge (if applicable) and all other installation and delivery costs, together with VAT thereon), and "Rental Payment" means any one of such payments (as applicable);
"Services"	the services of installing, erecting and rigging the Equipment, and/or providing the Bar (as appropriate) at the Site;
"Shortfall Charge"	as defined in Condition 4.3;
"Site"	the address at where the Equipment is to be erected and the Event held as set out in the Quote;
"Site Confirmation"	a revised Site Plan prepared by either You and agreed by Us, or vice versa, confirming the location of Equipment;
"Site Plan"	a plan of the Site to be supplied by You showing the position where the Equipment is to be erected, and all underground services, cables, wires or other obstructions which could cause any problems with regard to erecting the Equipment;
"Staff"	any Person employed or engaged by Us to perform bar services, waitering services or catering services, or any other services, in relation to the Event;

"Third Party Equipment"	any equipment (such as (but not limited to) toilets, generators, heaters, dancefloors, stages, tables, chairs, sound systems and lighting that You require at the Site and which are either not supplied by Us, or else are supplied by Us but which We have obtained from a third party;
"Us", "We", "Our"	Cheshire Stretch Tents Limited (CRN 12816960);
"You", "Your"	the Person who agrees to hire the Equipment and accept provision of the Services as set out in the Quote;
"Writing"	any form of written communication, but where Writing is specified, communication by email, text or WhatsApp must be following up by a written letter properly address to Us at Our registered office.

1.2. the singular includes the plural and vice versa, and words importing one gender include all genders.

1.3. headings are for ease of reference only.

2. THE CONTRACT

2.1. Signature by You of the Quote constitutes an offer to hire the Equipment and accept provision of the Services, on these Conditions. The Quote forms part of the Conditions for all purposes.

2.2. Only these Conditions apply to the Contract, and they shall override any other terms, conditions or warranties You may seek to impose. Acceptance of the Equipment and the provision of the Services by You, or on Your behalf, shall be conclusive evidence that these Conditions are accepted by You, and apply to the Contract. These Conditions supersede any previous terms and conditions which may have regulated dealings between Us and You.

2.3. No Contract shall have been formed until the offer constituted by Condition 2.1 has been accepted by Us.

2.4. No amendment or variation to the Contract is valid unless agreed to in Writing by Us.

2.5. Any advice or recommendation given by Us or Our Staff or agents to You or Your agents as to the Equipment which is not confirmed in Writing by Us is followed or acted on entirely at Your own risk, and accordingly, We shall not be liable for any such advice or recommendation which is not so confirmed. You confirm to Us that You have not relied on, nor been induced to enter into the Contract by, any representation, promise or other statement not recorded in the Conditions.

2.6. We reserve the right to make any changes in the specification of the Equipment which do not materially affect the quality or performance of the Equipment.

2.7. Once the Contract has come into force pursuant to Condition 2.3, You may not cancel it without reimbursing Us for all Losses We may have suffered or incurred, or are likely to suffer or incur, as a result of any such cancellation. Any cancellation of the Contract

must be in Writing, and is subject to Our agreeing to accept such cancellation, in Our absolute discretion, and to payment of Our Losses in full on demand. You must have paid the balance of all Rental Payments due no later than six weeks before the commencement of the Hire Period. Should You seek to cancel the Contract after that period has elapsed (i.e. within six weeks of the Hire Period commencing), then those Rental Payments made will also be non-refundable, as they represent a genuine pre-estimate of the financial difficulty We would experience in not having the expected income for the Hire Period.

2.8. For the purposes of Condition 2.7, "Losses" means:-

2.8.1. all costs and expenses incurred by Us up to the date of Our acceptance of Your notice of cancellation; and

2.8.2. a sum equivalent to Our loss of profit caused by Our being unable to hire the Equipment to third parties; and

2.8.3. a sum equivalent to Our loss of profit caused by refusing other customers the hire of the Equipment in anticipation of fulfilling Our obligations to You under the Contract, and consequently not be able to fill the proposed Hire Period with alternative bookings.

2.9. We acknowledge Our duty to mitigate any Losses caused by Your cancellation of the Contract, and We shall give credit for the payment of the Deposit (which is non-refundable in any event) and any Rental Payments made as at such date in any calculation of Our Losses, but You in turn acknowledge that it is not always possible to hire the Equipment at the same rates and on the same dates as were envisaged in the Contract, and accordingly it is only fair and reasonable that We are not financially prejudiced by You seeking to cancel the Contract.

3. CONTRACT PERIOD

3.1. The Contract comes into force as set out in Condition 2.3, and shall continue until either:-

3.1.1. We remove the Equipment at the end of the Hire Period; or

3.1.2. We accept Your cancellation of the Contract pursuant to Condition 2.7; or

3.1.3. We cancel the Contract pursuant to Condition 4.3; or

3.1.4. We terminate the Contract pursuant to Condition 9.

4. RENTAL AND OTHER PAYMENTS

4.1. You shall make all Rental Payment to Us in Sterling to Our account as notified to You in the Quote.

4.2. The Deposit shall be paid on Your signing the Quote, and receipt of the Deposit is a condition of Our accepting Your offer to hire the Equipment pursuant to Condition 2.1. The Deposit is to secure Your booking of the Equipment for the Hire Period, and is non-refundable.

4.3. If you require Us to provide a Bar, then there will be no charge for the Bar provided that the Minimum Spend has been reached, or exceeded. In the event that the Minimum Spend has not been matched or exceeded, You will be charged with the difference between the Minimum Spend and the actual amount taken by the Bar at the Event ("the Shortfall Charge"). We will notify You of and invoice You with the Shortfall Charge as soon as is reasonably possible following the Event, and, in the absence of fraud or manifest error, Our calculation of the Shortfall Charge shall be final and binding on You and you agree to pay such Shortfall Charge within seven Business Days of receipt of notification by Us.

4.4. Interest on overdue amounts shall accrue from the date when payment became due until the date of payment in full at the rate of 8% (calculated and compounded daily) and shall accrue both before and after judgment. You agree to reimburse Us all costs and expenses (including legal costs on a full indemnity basis) incurred in the collection of any overdue amount. Any delay, waiver or failure by Us to enforce the provisions of this Condition in relation to a particular overdue amount shall not be taken as a waiver by Us in respect of other overdue amounts, and We specifically reserve the right to enforce the provisions of this Condition in relation to any overdue amount, irrespective of previous dealings. In addition to charging interest, and without prejudice to any other right or remedy available to Us, We shall be entitled to immediately cancel or suspend the Contract so far as any Equipment or Services remain to be delivered or performed, by giving written notice to You to that effect.

4.5. No right of set off shall exist in respect of any claim by You against Us unless and until such claim is accepted by Us in Writing (including the amount of any such claim that We accept), and You are not entitled to withhold all or any part of any sum which has become due to Us under the Contract.

5. YOUR OBLIGATION TO US

5.1. You shall during the currency of the Contract:-

5.1.1. take full responsibility for the Equipment as from Delivery;

5.1.2. allow Us to fix the Equipment to any solid structure (such as a car park, or a building) by using expansion bolts as tension points, which will require small holes to be drilled in such structures;

5.1.3. pay all sums due to Us in accordance with the Quote;

5.1.4. ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by competent Persons in accordance with any operating instructions provided by Us;

5.1.5. take such steps (including compliance with all safety and usage instruction provided by Us) 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 used, cleaned or maintained;

5.1.6. maintain at Your own expense the Equipment in as good an operating condition as it was on the Delivery Date including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment. You shall be responsible for any damage caused by Third Party Equipment to

the Equipment (including, by way of illustration and not limitation, any holes, tears or breaches in the tent material by any Third Party Equipment, or any Person operating or installing such Equipment);

5.1.7. make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;

5.1.8. keep Us fully informed of all material matters relating to the Equipment;

5.1.9. keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Our prior written consent (this includes moving furniture from inside to outside of the tent structure);

5.1.10. permit Us or Our representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

5.1.11. not, without Our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

5.1.12. not without Our prior written consent, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;

5.1.13. not do or permit to be done any act or thing which will or may jeopardise Our right, title and/or interest in the Equipment;

5.1.14. not use the Equipment for any unlawful purpose;

5.1.15. ensure that at all times the Equipment remains identifiable as being Our property;

5.1.16. at the end of the Hire Period, allow Us or Our representatives access to the Site for the purpose of removing the Equipment;

5.1.17. be solely responsible for obtaining any insurance cover for the Event, and/or the Equipment and Services. If the Event is cancelled, whether due to adverse weather, pandemic, governmental or council action, the cancellation of the ceremony to which the Event relates (including, for the avoidance of doubt and not by way of limitation, a wedding) or for any reason other than one which has been caused by Us, You will still be liable for Our Rental Charges (and other monies due to Us under the Contract), so We recommend You obtain insurance cover in respect of the Event;

5.1.18. provide Us with a Site Plan not less than 2 weeks prior to the Delivery Date, or if You are unable to comply with this timescale, You must ensure that You, or a Person authorised by You to represent You, attends the Site when We notify You We intend to make Our initial visit/inspection, to advise Us of the location and access points to all utility services required;

5.1.19. obtain such permits and consents from the relevant authorities (including the local planning authority, district surveyor, police, fire brigade and any similar organisations) as are necessary for the Equipment to be installed at the Site;

5.1.20. obtain any and all required licenses as may be required by the local authority and notify Us in Writing of any requirements specified in such licences at least 14 Business Days prior to the Delivery Date;

5.1.21. not to enter the Equipment or any part of it whilst it is being installed or dismantled by Us, and You shall ensure that no third party gains access to the Equipment or any part thereof during installation or dismantling;

5.1.22. ensure the Equipment is closed off securely and any door fastened when the Equipment is not in use in relation to the Event;

5.1.23. not use any lighting, heating, cooking or other gas or electrical fires, or appliances of any kind within the Equipment structure without Our prior written consent;

5.1.24. not move the heater supplied by Us from the location within the structure where We installed or placed it. We have chosen the location of such heating equipment to ensure maximum safety, and any movement of the heater can potentially cause considerable damage to both persons and property. Any damage or harm (whether to persons or property) caused by Your moving (or any Guest moving) the heater from Our chosen location will be entirely Your own responsibility.

5.2. It is Your responsibility to ensure the accuracy of the Site Plan (and in particular, the positioning of underground cables, pipes, wires or other obstacles), and We cannot be held liable for any damage caused (whether to such underground items, or any buildings or other property) if We have followed the Site Plan when erecting the Equipment but the information upon which We have relied proves to be faulty or inaccurate.

5.3. Whilst We will use reasonable endeavours to place all straps and ropes securing the Equipment in safe and visible locations, We can accept no liability for any accident or injury caused by any Person failing to use due care and attention when entering or exiting the Structure, or moving in its vicinity. You will fully indemnify Us on demand in respect of any claims We may receive in respect of injury allegedly caused by straps or ropes connected to or forming part of the Structure.

5.4. No Guest or other Person will be permitted to take any drink, or glass, onto the dancefloor, and shoes or footwear must be worn at all times when on the dancefloor. You will use all reasonable endeavours in ensuring that Guests comply with this Condition (including removing any non-compliant Guest). If any spillage of drinks/liquid occurs on the dancefloor, You must report this as soon as possible to Our Staff (if We are providing Staff for the Event) and ensure that no Guest uses the dancefloor until such spillage has been cleaned up. Any injury to any Person caused by the use of the dancefloor whilst there is liquid on it shall be entirely Your responsibility.

5.5. Smoking is not permitted in the Structure. You will be fully responsible for any damage caused by failure to comply with this Condition, whether by You or by any Guest. You

will use all reasonable endeavours to ensure all Guests comply with this Condition, including removing any non-complaint Guest from the Structure.

5.6. We reserve the right to charge You (or seek full indemnity from You) for any damage caused (either to any part of the Equipment or to any Person) by You or any Guest on account of misuse of or negligence concerning any firepit provided with or incorporated in the Structure. By way of example (and not by way of limitation), We may charge for the cost of repair or replacement to any item of Equipment caused by melted marshmallows, chocolate, or plastic cups. We accept no liability for personal injury to Guests (other than as may have been caused by Our act or negligence) arising from or relating to the firepit and its use, or misuse.

5.7. Any damage caused by electrical overload of Equipment, or Your own electrical equipment used at the Event, shall be Your responsibility. You must ensure You take all necessary precautions to ensure that electrical items are not overloaded or otherwise rendered unsafe.

5.8. We cannot be held responsible for any damage to the Equipment, howsoever arising, unless where it has been specifically caused by Our negligence.

5.9. You shall at Your sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously by Us including ensuring:-

5.9.1. firm and level ground (previously agreed with Us at the Site which is large enough to hold the Equipment in the formation previously agreed with Us as described on the Site Plan/Site Confirmation.

If the land is hard-standing, this must be confirmed with Us prior to confirmation of the booking and a hard-standing anchorage kit will be added to the Rental Payments at Your cost. If, upon Site inspection by Us, it transpires that the land is hard standing, and You have failed to mention this when booking, We will add the cost of the hard standing anchorage kit to Your Rental Payments.

5.9.2. a firm, hard-standing access road adjacent to the Site, free from flooding, trees and overhead obstruction suitable for commercial vehicles;

5.9.3. electrical apparatus and such power points or supply as We may reasonably require that is within 20 meters of the point where the electricity is required at the Site (as notified by Us to You);

5.9.4. toilet facilities for Our Staff to use during the installation and dismantling of the Equipment.

5.10. If You inform Us that You wish for the Equipment to be installed in a different position than the position indicated on the original Site Plan/Site Confirmation, We shall, at Our option:-

5.10.1. install the Equipment in the revised position subject to You paying Us any increase in labour and other associated costs; or

5.10.2. in the event that installation is, for structural reasons, impractical We shall, on request, provide Written reasons for the difficulty to You and may terminate this Contract and Condition 9.

5.11. It is Your responsibility to inspect the Equipment once erected and installed within 24 hours of completion of the erection and installation of the Equipment, and to notify Us of any purported defect within the time period set out in Condition 6.4.1, and time shall be of the essence of the Contract. If You fail so to do within those time periods, the Equipment shall be deemed to have been delivered, and the Services shall be deemed to have been provided, in accordance with the specifications of the Contract.

5.12. Drinks arranged by either You or another provider are permitted provided they are for consumption during the pre-meal period and are limited to two drinks per Person. We would ask that You inform Us if this is the case in advance so that We know what arrangements have been made. All other drinks provided for Your event must be supplied by Us. We charge a £100.00 corkage fee if You or another provider are supplying table drinks to accompany the meal. This is refunded if Bar sales exceed £2,500.00. All drinks must be removed from the tables after the meal.

5.13. We operate a strict policy on underage drinking. Any Guests that appear to be under 25 years of age may be challenged for photo I.D. Acceptable formats include driving licenses, passports or pass approved I.D. car.

5.14. We are responsible for the operation of the Bar in accordance with the Licensing Act 2003. Therefore, the premises used for the Event, including marquees or private houses, will have been licensed to permit the retailing of alcohol for the duration of the Event and the licensing law will be in operation. If no such license exists for the Site the Bar will not be permitted to open. A copy of the license must be available for inspection upon Our arrival. If You wish for Us to apply for a Temporary Events Notice this must be agreed at the time of booking. We will carry a copy of the license with Us.

5.15. We can also offer a token system where Guests can ‘purchase’ their own welcome drinks from the Bar using tokens paid for by You. The set amount per token must be agreed & all tokens paid for prior to the Event. You can produce Your own tokens or use tokens provided Us.

5.16. Pre-paid Bars & Unlimited Drinks Packages; A bar tab limit and time frame for service will be pre-agreed and paid for prior to the Event. It is then up to Your discretion if You wish to increase it on the day of the Event. We will inform You when the pre-agreed tab is near to the limit set. Any additional amount spent after the limit is met must be paid for within a week of the Event. We will send an invoice detailing any additional tab. After the tab is met the Bar can revert to a cash Bar where Guests pay for their own drinks. If You decide to have an unlimited drinks package with no limit then You accept full liability for the total cost of the Bar and all drinks purchased therefrom during the Event. We will provide You with an invoice, and an itemised breakdown of those costs as soon as reasonably practicable after the Event, and You will pay these costs within seven Business Days of receipt of Our invoice. We strongly advise that You do set a limit on the costs of any drinks You intend to purchase on behalf of Guests.

5.17. We will not serve large rounds of drinks at the Bar for tabs & pre-paid drinks packages, this is to prevent unnecessary wastage & so bar Staff are able to judge the intoxication of Guests. We reserve the right by law to refuse service to anyone who appears to be overly intoxicated. This is up to the discretion of the Staff on the day at the Bar in line with current licensing laws. Staff also reserve the right to refuse service if there is

unnecessary wastage of drinks where drinks are being repeatedly ordered at the Bar but not being drunk by Guests.

5.18. The opening times of the Bar must be agreed prior to the Event, any additional time may be subject to an additional charge.

5.19. It is Your responsibility to properly dispose of all waste (of whatever nature, including empty/broken bottles, broken glasses, food or packaging) created at the Event.

5.20. If You require Us to provide a Bar, then (in addition to the other Conditions relevant to the Bar), You shall pay:-

5.20.1. the Damage Deposit in respect of all glassware to be provided by Us. This deposit will be returned to You within seven Business Days of of the Event, provided there have been no breakages. We shall deduct the cost of any breakages or missing items from the Damage Deposit at Our cost price (being the cost price relevant as at the date of the Event), before remitting the balance of the Damage Deposit to You to the account notified by Your to US;

5.20.2. corkage at Our cost price (normally £100) will be charged to You if You require Us to provide Staff to prepare and serve drinks to accompany the meal (other than those provided by Us).

5.21. You are required to provide adequate food and refreshment for any of Our Staff during the Event. The number of Staff which We will supply will be notified to You as soon as practicable following final confirmation by You of the number of Persons attending the Event. Staff shall be permitted reasonable rest breaks (to consume food and refreshment and to comply with the requirement of the Working Time Regulations 1998).

6. OUR OBLIGATIONS TO YOU

6.1. We shall use reasonable endeavours to deliver the Equipment on the Delivery Date, and erect and instal it within the timescales set out in the Quote. Delivery and instalment dates are given in good faith, but are estimates only, and time for Delivery and erection and installation shall not be of the essence of the Contract.

6.2. We shall use all reasonable skill and care in the installation and, erection of the Equipment in accordance with the Site Plan, and its dismantling at the end of the Hire Period.

6.3. We warrant to You that the Equipment shall be of satisfactory quality and fit for the purpose notified to Us by You.

6.4. We shall not be liable for a breach of any of the warranties contained in Conditions 6.2 or 6.3 if You:-

6.4.1. discover any purported defect in either the Services or the Equipment, and You fail to notify Us in Writing within one Business Day of such discovery (and allow Us to inspect the matter in question and, if We agree with Your complaint, rectify the matter); or

6.4.2. You continue to use the Equipment after giving Us the notice referred to in Condition 6.4.1; or

6.4.3. the defect arises because You failed to follow Our instructions as to the commissioning, use or maintenance of the Equipment; or

6.4.4. You alter or repair the Equipment without Our written consent; or

6.4.5. the defect arises because of Your negligence or other action or inaction.

6.5. Subject to Condition 6.4, if the Equipment or Services do not confirm with any of the warranties set out in Conditions 6.2 and 6.3, We shall, at Our option, repair and replace such Equipment (or the defective part), or reperform any of the Services, as soon as is reasonably practicable, free of charge.

6.6. If We comply with Condition 6.5, We shall have no further liability for a breach of any of the warranties in Conditions 6.2 or 6.3.

6.7. We offer no warranties in respect of Third Party Equipment supplied by Us, which shall carry the manufacturer's warranties only. We shall use reasonable endeavours to pass on the benefit of any such warranties to You.

7. LIMITATION OF LIABILITY

7.1. Subject to Condition 7.2 the following provisions set out Our entire financial liability (including any liability for the acts or omissions or Our Staff) to You in respect of:-

7.1.1. any breach of these Conditions;

7.1.2. any representation, statement, mis statement or tortious act of omission including negligence arising under or in connection with the Contract.

7.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by the Consumer Rights Act 2015) are, to the fullest extent permitted by law, excluded from the Contract.

7.3. Nothing in these Conditions excludes or limits Our liability:-

7.3.1. for death of personal injury caused by Our negligence; or

7.3.2. under section 2(3) Consumer Protection Act 1987; or

7.3.3. for any matter which would be illegal for us to exclude or attempt to exclude Our liability; or

7.3.4. for fraud or fraudulent misrepresentation.

7.4. Subject to Condition 7.2 and 7.3 Our total liability in contract, tort (including negligence or breach of statutory duty) misrepresentations, restitution, mis statement or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Rental Payments.

7.5. Our liability to You under Conditions 7.3 and 7.4 shall be to the exclusion of all other liability to You (whether contractual, tortious, or otherwise, and all conditions or warranties whatsoever concerning the Equipment and the Services (whether express or implied)) are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, We shall not be liable to You for any direct, indirect or consequential loss (all three of such terms include, without limitation, pure economic loss, loss of anticipated profits, loss of business, loss of rent, business interruption, loss of date, depletion of goodwill, and any costs, damages, charges, fines, penalties, interest, claims or expenses) caused directly or indirectly by Our actions, inactions, breach of contract, negligence, misrepresentation, mis statement or breach of statutory duty.

8. THIRD PARTY EQUIPMENT

8.1. If We hire Third Party Equipment on Your behalf and supply it to You, You shall be responsible for the correct usage and maintenance of such Third Party Equipment. By way of illustration and not limitation, it shall be Your responsibility to ensure that any generator has been properly refilled at the end of the Hire Period.

8.2. Any charges, fines, penalties, costs or expense levied against Us by the suppliers of Third Party Equipment, for which We have supplied to You, which arise after the of the Hire Period, shall by Your responsibility and You shall fully and effectively indemnify Us on demand in respect of the same. We shall notify You of such levies as soon as practicable in Writing, and You shall ensure We are paid a sum equivalent to those levies within three Business Days of receipt of Our notification of the same.

8.3. Should the supplier of any Third Party Equipment sourced by Us increase its charges to Us prior to the Delivery Date, then You shall be responsible for any such increased charges. We shall notify You as soon as practicable of any increases in the cost of supplying Third Party Equipment.

9. TERMINATION

9.1. You shall be entitled to terminate the Contract, in Writing within 14 days of the date set out in the Quote.

9.2. Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving Written notice to You if:-

9.2.1. You fail to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

9.2.2. You commit a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

9.2.3. You 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;

9.2.4. We are unable to install the Equipment at an alternative position to that originally stated in the Site Plan, pursuant to Condition 5.5.2.

10. EXCUSABLE EVENTS

We will make reasonable commercial efforts to honour Our obligations to You. However, if We are unable to do so because of events or circumstances beyond Our reasonable control (including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, power failure, fuel shortages, inclement weather, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials), then We will give You verbal or written notice of those circumstances within a reasonable time of their occurrence.

11. GENERAL

11.1. Each right or remedy of Ours under the Contract is without prejudice to any other rights and remedy of Ours whether under the Contract or not.

11.2. If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, be to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

11.3. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Our rights under the Contract.

11.4. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

11.5. It is not intended that any terms of the Contract shall be enforceable by virtue of the Contract (Right of Third Parties) Act 1999 by any Person that is not a party to it.

11.6. This Contract shall be governed by and construed in accordance with English law, and You submit to the exclusive jurisdiction of the English courts in the interpretation of the Contract of the resolution of any dispute arising under it.

12. COMMUNICATIONS

12.1. Routine transmissions between Us and You may be undertaken by email, text, WhatsApp or other form of social media to the relevant email address/phone number or social media account supplied by each one to the other.

12.2. All communications between Us and You relating to Condition 6.4 or about the Contract shall be in Writing and delivered by hand or sent by pre-paid first class post.

13. CORRESPONDENCE BY EMAIL OR SOCIAL MEDIA

13.1. Whilst We have taken all reasonable precautions in the scanning of emails and attachments prior to leaving Our network, We cannot accept liability for any Loss arising from the alteration of the contents of any email or attachment, or as a result of

any virus being passed on. It is Your responsibility to take all prudent safeguards in relation to the prevention or corruptions of Your systems by viruses.

13.2. The provisions of Condition 13.1 apply in like fashion to any social media communications to or from Us to You, or vice versa.