

**FERITECH GLOBAL LIMITED**  
**TERMS AND CONDITIONS FOR EQUIPMENT HIRE**  
**Please read this document carefully as all equipment hired by Feritech Global Limited will be supplied subject to these terms and conditions.**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these terms and 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"	the date that Feritech Global sends the Equipment out for delivery to the Customer.
"Customer"	the body corporate who hires the Equipment from Feritech Global.
"Delivery"	the transfer of physical possession of the Equipment to the Customer at the Customer's delivery address set out in the Order Confirmation.
"Equipment"	the items of equipment set out in the Order Confirmation including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
"Feritech Global"	means Feritech Global Limited incorporated and registered in England and Wales with company number 9746904 whose place of business is 3 Leo Cub Industrial Centre, Kernick Road, Penryn, Cornwall, TR10 9DQ and the supplier of the Equipment.
"Order Confirmation"	Feritech Global's standard document provided to the Customer which describes the Equipment to be provided to the Customer.
"Quote"	Feritech Global's standard document provided to the Customer which describes the Equipment to be provided to the Customer.
"Rental Payments"	the payments made by or on behalf of the Customer to Feritech Global for hire of the Equipment.
"Rental Period"	the period of hire as set out in clause 3.
"Sample"	any sample of materials collected by the Customer using the Sampling Equipment
"Sampling Equipment"	the items of the Equipment which facilitate the collection of geotechnical samples, including but not limited to, sediment samples and sea floor grab samples.
"Total Loss"	due to the Customer's default the Equipment is, in Feritech Global's reasonable opinion, 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) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules, Quote and/or Order Confirmation form part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions and any reference to these terms and conditions includes the schedules, Quote and/or Order Confirmation.

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1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. A reference to **writing** or **written** includes fax and e-mail. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to clauses and schedules are to the clauses and schedules of this terms and conditions.
- 1.12 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. EQUIPMENT HIRE**

- 2.1 Customers/clients must abide by Feritech Global terms and conditions.
- 2.2 Feritech Global shall hire the Equipment to the Customer subject to these terms and conditions.
- 2.3 Feritech Global shall hire to the Customer overalls, boots and gloves for the Customer's personnel responsible for operating the Equipment. The Customer shall be responsible for providing personnel with all other personal protective equipment.
- 2.4 During the rental period an allowance of 10% of the total time hired shall be allowable for Equipment maintenance, repair and servicing. This does not affect the chargeable time and is part of the rental agreement.
- 2.5 Feritech Global shall not, other than in the exercise of its rights under these terms and conditions or applicable law, interfere with the Customer's quiet possession of the Equipment.
- 2.6 The Customer may from time to time place orders for hire of Equipment with Feritech Global by way of e-mail or telephone.
- 2.7 No order request submitted by the Customer to Feritech Global shall be deemed to be accepted by Feritech Global unless and until confirmed in writing to the Customer by Feritech Global in Feritech Global's form of Order Confirmation.
- 2.8 Details set out in the Order Confirmation take precedence over details set out in a Quote provided by Feritech Global to the Customer.
- 2.9 No Order Confirmation may be altered or cancelled without the prior agreement of Feritech Global.
- 2.10 If a Customer wishes to cancel their Order Confirmation for "Equipment" hire a cancellation fee will apply. The Customer will have to pay Feritech Global the equivalent fee of 14 days of "Equipment" hire and any lump sum fees set out in the Quote or Order Confirmation.
- 2.11 There is a minimum "Equipment" hire charge of £1,000 unless otherwise stated in the Order Confirmation. This does not include delivery costs or any applicable taxes.

## **3. RENTAL PERIOD**

- 3.1 The Rental Period starts on the Commencement Date and shall continue until the Equipment is returned to Feritech Global's premises, details of which are set out in the Quote and/or Order Confirmation.

## **4. RENTAL PAYMENTS**

- 4.1 Feritech Global shall invoice the Customer, unless otherwise stated in the Quote and/or the Order Confirmation every fourteen days during the term.
- 4.2 The Customer shall pay the Rental Payments to Feritech Global in accordance with the payment schedule set out in the Quote and/or Order Confirmation. The Rental Payments shall be paid in GBP upon receipt of invoice and shall be made by BACS.
- 4.3 The Rental Payments are inclusive of VAT, delivery charges, 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.
- 4.4 All amounts due under these terms and conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 If the Customer wishes to dispute any invoice raised (in whole or in part) by Feritech Global, the Customer shall inform Feritech Global of the dispute within 5 working days of receipt of the invoice.

4.6 If the Customer fails to make any payment due to Feritech Global under this terms and conditions by the due date for payment, then, without limiting Feritech Global's remedies under clause 10, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above The Bank of England'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.

## **5. DELIVERY**

5.1 Delivery of the Equipment shall be made by Feritech Global or a third party authorised by Feritech Global upon receipt of payment of invoice. Feritech Global shall use all reasonable endeavours to effect Delivery by the date set out in the Order Confirmation. Time for Delivery is not of the essence. Title and risk shall transfer in accordance with clause 6 of these terms and conditions. Where Feritech Global is not able to effect Delivery by the date set out in the Order Confirmation, Feritech Global shall not be liable for any losses incurred as a result of the delay.

5.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Feritech Global, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

5.3 To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

5.4 If any item of the Equipment is missing from the Delivery, Feritech Global shall use reasonable endeavours to deliver the missing item(s) to the Customer as soon as practicable. Feritech Global shall not be liable for any losses or costs incurred by the Customer as a result of the delay in receiving the missing items from the Delivery.

## **6. TITLE, RISK AND INSURANCE**

6.1 The Equipment shall at all times remain the property of Feritech Global, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).

6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on the Commencement Date. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is redelivered to Feritech Global. From the Commencement Date onwards and during the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

6.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Feritech Global may from time to time nominate inwriting;

6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Feritech Global may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

6.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Feritech Global may from time to time consider reasonably necessary and advise to the Customer.

6.3 All insurance policies procured by the Customer shall be endorsed to provide Feritech Global with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Feritech Global's request name Feritech Global on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

6.4 The Customer shall give written notice to Feritech Global within 5 Business Days in the event of any loss, accident or damage to the "Equipment" arising out of or in connection with the Customer's possession or use of the "Equipment". Any damage to the "Equipment" will be charged if the "Equipment" must be withdrawn from hire, the hire rate will continue until the "Equipment" is repaired or settlement of replacement value is received in full.

6.5 If the Customer fails to effect or maintain any of the insurances required under the Conditions, Feritech Global shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Feritech Global and proof of premium payment to Feritech Global to confirm the insurance arrangements.

## 7. CUSTOMERS RESPONSIBILITIES

- 7.1 The Customer shall during the term of these terms and conditions:
- 7.1.1 ensure that the Equipment is kept and operated in a suitable environment used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Feritech Global;
  - 7.1.2 take such steps (including compliance with all safety and usage instructions provided by Feritech Global) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - 7.1.3 ensure over the Rental Period the Equipment is given at least 1.5 hours of maintenance and downtime for every 12 hours the Equipment is operational. Maintenance and downtime shall be scheduled at the discretion of Feritech Global personnel and maintenance and downtime may be scheduled in one block period or on a periodic basis as Feritech Global personnel see fit.
  - 7.1.4 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - 7.1.5 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Feritech Global. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Feritech Global immediately upon installation;
  - 7.1.6 keep Feritech Global fully informed of all material matters relating to the Equipment;
  - 7.1.7 at all times keep the Equipment in the possession or control of the Customer and keep Feritech Global informed of its location;
  - 7.1.8 permit Feritech Global or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 7.1.9 maintain operating and maintenance records of the Equipment and make copies of such records readily available to Feritech Global, together with such additional information as Feritech Global may reasonably require;
  - 7.1.10 not, without the prior written consent of Feritech Global, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - 7.1.11 not without the prior written consent of Feritech Global, attach the Equipment to any land, building or vessel so as to cause the Equipment to become a permanent or immovable fixture on such land, building or vessel. If the Equipment does become affixed to any land, building or vessel then the Equipment must be capable of being removed without material injury to such land, building or vessel and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land, building or vessel and indemnify Feritech Global against all losses, costs or expenses incurred as a result of such affixation or removal;
  - 7.1.12 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Feritech Global in the Equipment and, where the Equipment has become affixed to any land, building or vessel, the Customer must take all necessary steps to ensure that Feritech Global may enter such land, building or vessel and recover the Equipment both during the term of these terms and conditions and for a reasonable period thereafter, including by procuring from any person having an interest in such land, building or vessel, a waiver in writing and in favour of Feritech Global of any rights such person may have or acquire in the Equipment and a right for Feritech Global to enter onto such land, building or vessel to remove the Equipment;
  - 7.1.13 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Feritech Global and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Feritech Global on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - 7.1.14 not use the Equipment for any unlawful purpose;
  - 7.1.15 ensure that suitable data and telephony communication systems are installed and maintained in good working order at the Customer's expense on any vessel supplied Feritech Global in accordance with the Order Confirmation.
  - 7.1.16 ensure that at all times the Equipment remains identifiable as being Feritech Global's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

7.1.17 deliver up the Equipment at the end of the Rental Period or on earlier termination of these terms and conditions at such address as Feritech Global requires, or if necessary allow Feritech Global or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and

7.1.18 not do or permit to be done anything which could invalidate the insurances referred to in clause 6.

7.2 The Customer acknowledges that Feritech Global shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Feritech Global 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 these terms and conditions.

## 8. WARRANTY

8.1 Feritech Global warrants that the Equipment shall be of satisfactory quality and fit for any purpose held out by Feritech Global during the Rental Period. Feritech Global shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within the Rental Period provided that:

8.1.1 the Customer notifies Feritech Global of any defect in writing within 5 Business Days of the defect occurring;

8.1.2 Feritech Global is permitted to make a full examination of the alleged defect;

8.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Feritech Global's authorised personnel; the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

8.1.4 the defect is directly attributable to defective material, workmanship or design.

8.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Feritech Global, the Customer shall be entitled only to such warranty or other benefit as the Customer has received from the manufacturer.

8.3 If Feritech Global fails to remedy any material defect in the Equipment in accordance with clause 8.1, Feritech Global shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of these terms and conditions (such reduction to be agreed by Feritech Global). Feritech Global shall not be liable for any further costs in addition to any appropriate reduction in the Rental Payment, which is agreed, as a result of any material defects in the Equipment.

## 9. LIABILITY

**Feritech Global makes no warranty or guarantee as to the quality, volume or length of the Sample collected by the Customer using the Sampling Equipment. The Customer acknowledges that Feritech Global shall bear no responsibility for the Sample collected using the Sampling Equipment.**

9.1 Without prejudice to clause 9.2, Feritech Global's maximum aggregate liability for breach of these terms and conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total amount of the Rental Payments to be paid by the Customer to Feritech Global under these terms and conditions.

9.2 Nothing in these terms and conditions shall exclude or in any way limit:

9.2.1 either party's liability for death or personal injury caused by its own negligence;

9.2.2 either party's liability for fraud or fraudulent misrepresentation; or

9.2.3 any other liability which cannot be excluded by law.

9.3 These terms and conditions set forth the full extent of Feritech Global's obligations and liabilities in respect of the Equipment 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 Feritech Global except as specifically stated in these terms and conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these terms and conditions, whether by statute, common law or otherwise, is expressly excluded.

9.4 Without prejudice to clause 9.2, Feritech Global shall not be liable under these terms and conditions for any:

9.4.1 loss of profit;

9.4.2 loss of revenue;

9.4.3 loss of reputation;

9.4.4 loss of business; or

9.4.5 indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

## 10. TERMINATION

10.1 Without affecting any other right or remedy available to it, Feritech Global may terminate these terms and conditions with immediate effect by giving notice to the Customer if:

10.1.1 the Customer fails to pay any amount due under these terms and conditions on the due date for payment;

10.1.2 the Customer commits a material breach of any other term of these terms and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;

10.1.3 the Customer repeatedly breaches any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these terms and conditions. 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.

10.1.4 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

10.1.5 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);

10.1.6 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);

10.1.7 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;

10.1.8 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;

10.1.9 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;

10.1.10 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 10.1.4 to clause 10.1.10 (inclusive); or the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 For the purposes of clause 10.1.2, **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 Feritech Global would otherwise derive from:

10.2.1 a substantial portion of these terms and conditions; or

10.2.2 any of the obligations set out in clause 7, over the term of these terms and conditions. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

10.3 This Terms and conditions shall automatically terminate if a Total Loss occurs in relation to the Equipment.

## **11. CONSEQUENCES OF TERMINATION**

11.1 Upon termination of these terms and conditions, however caused:

11.1.1 Feritech Global's consent to the Customers possession of the Equipment shall terminate and Feritech Global may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and

11.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Feritech Global on demand:

- (a) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5;
- (b) any costs and expenses incurred by the Lessor in recovering the Equipment and/or in collecting any sums due under these terms and conditions (including any storage, insurance, repair, transport, legal and remarketing costs).

11.2 Upon termination of these terms and conditions pursuant to clause 10.1, any other repudiation of these terms and conditions by the Customer which is accepted by Feritech Global or pursuant to clause 10.3, without prejudice to any other rights or remedies of Feritech Global, the Customer shall pay to Feritech Global on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the terms and conditions had continued from the date of such demand to the end of the Rental Period.

11.3 The sums payable pursuant to clause 11.2 shall be agreed compensation for Feritech Global's loss and shall be payable in addition to the sums payable pursuant to clause 11.1.2. Such sums may be partly or wholly recovered from any Deposit.

11.4 Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

## **12. FORCE MAJEURE**

Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate these terms and conditions by giving 5 Business Days written notice to the affected party.

## **13. CONFIDENTIAL INFORMATION**

13.1 Each party undertakes that it shall not at any time during these terms and conditions, and for a period of five years after termination of these terms and conditions, 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 13.2.

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

13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these 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 13; and

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

13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these terms and conditions.

## **14. ASSIGNMENT AND OTHER DEALINGS**

These terms and conditions are personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions.

## **15. ENTIRE AGREEMENT**

15.1 These terms and conditions constitute the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into these terms and conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.

15.3 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.

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

## **16. 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).

## **17. NO PARTNERSHIP OR AGENCY**

17.1 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

## **18. FURTHER ASSURANCE**

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 these terms and conditions.

## **19. THIRD PARTY RIGHTS**

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

## **20. NOTICES**

20.1 Any notice given to a party under or in connection with these terms and conditions shall be in writing and shall be:

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

20.1.2 sent by fax to its main fax number; or

20.1.3 sent by email to its main email address.

20.2 A notice shall be deemed to have been received:

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

20.2.2 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;

20.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission;

20.2.4 if sent by email, at 9.00am on the next Business Day from the day on which the sender can demonstrate the email was received by the other party.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **21. WAIVER**

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

## **22. RIGHTS AND REMEDIES**

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



**23. SEVERANCE**

- 23.1 If any provision or part-provision of these terms and conditions 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 these terms and conditions.

**24. GOVERNING LAW**

These terms and conditions and any dispute or claim arising out of 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.

**25. 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 these terms and conditions or its subject matter or formation (including non-contractual disputes or claims)