

Terms and Conditions of Hire

PROTEX (UK) SYSTEMS LTD GENERAL TERMS AND CONDITIONS FOR ALL HIRED EQUIPMENT.

The following terms are applicable in respect of all equipment hired from Protex (UK) Systems Ltd, company number 07871605.

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1. references to the defined term "Conditions" are to the terms and conditions set out in this document;
- 1.2. all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.3. unless the context otherwise requires:
 - 1.3.1. references to the singular include the plural and vice versa and references to any gender include every gender;
 - 1.3.2. references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4. references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5. any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.6. the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.7. references to "in writing" or "written" includes e-mail;
- 1.8. any reference to an English or Welsh legal term, concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;
- 1.9. Any reference to:
 - 1.9.1. time of day is to London GMT or BST (as relevant);
 - 1.9.2. a day is to a period of 24 hours running from midnight to midnight;
 - 1.9.3. "Working Day" or "Working Days" means Monday to Friday during the Supplier's open hours, excluding bank holidays in England;
 - 1.9.4. "Working Week" means Monday to Friday, excluding bank holidays in England;
 - 1.9.5. an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and

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- 1.9.6. any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person;
- 1.9.7. the "Supplier" means Protex (UK) Systems Ltd;
- 1.9.8. the "Customer" means the company or person entering into the contract with Protex (UK) Systems Ltd;
- 1.9.9. "Equipment" or "Goods" means the equipment to be hired by the Customer;
- 1.9.10. "Quotation" means any quotation from the Supplier to the Customer in accordance with Clause 2. Any Quotation is open for acceptance for a period of 30 days, unless otherwise specified, and sets out the entire scope of works;
- 1.9.11. "Order" means the Customer's order to hire the equipment.

2. CONTRACT FORMATION

- 2.1. These Terms and Conditions govern all Equipment hired from the Supplier and will form the basis of the Contract between the Supplier and the Customer.
- 2.2. Any quotation given by the Supplier will be valid for 30 days (unless otherwise specified in writing by the Supplier) from and including its date and will constitute an invitation to treat and not an offer.
- 2.3. The Order constitutes an offer by the Customer to hire Goods from the Supplier on these Conditions. A contract for the hire of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order and may carry out due diligence on the Customer to ensure compliance with the Code of Conduct.
- 2.4. These Conditions are the only terms and conditions on which the Supplier will hire goods to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.5. The Supplier will obtain the Customer's prior approval in order to:
 - 2.5.1. substitute any materials or parts which are used in Goods, and which are unavailable for any reason with alternative materials or parts, unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.
- 2.6. With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.
- 2.7. The Supplier will be entitled to invoice the Price for each instalment separately. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.
- 2.8. If, after the Order is placed, the Supplier discovers that additional work is required at an additional cost, they will send a revised Quotation. If the Customer does not accept the new Quotation, the Contract will be cancelled and clause 9.2 will apply.
- 2.9. It is the Customer's responsibility to have checked their requirements, including any initial Hire Term, and to read these Terms and Conditions carefully before submitting an Order to the

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Supplier or accepting a Quotation. If unsure about any part of these Terms and Conditions, please contact Protex (UK) Systems via official channels for clarification.

- 2.10. Equipment hire is subject to availability. If, for any reason, the Supplier does not accept or cannot fulfil the Customer's Order, no payment will be taken under normal circumstances. If the Supplier has taken payment, any such sums will be refunded to the Customer within 14 days using the same payment method as was originally used.

3. THE HIRE TERM

- 3.1. The Customer can choose an initial Hire Term or can choose an open-ended off-hire date. Any agreed Hire Term will be as detailed in the Order Acknowledgement.
- 3.2. All Equipment is subject to a minimum Hire Term of one Working Week. Any Hire Term of less than this will be charged as the full minimum Hire Term.
- 3.3. The Customer must ensure the Equipment arrives back with the Supplier no later than the time of close of business on the last day of the Hire Term to avoid being charged for additional days.
- 3.4. If the Customer wishes to extend the Hire Term, they must contact the Supplier in advance to agree this. Any extension will be subject to these same Terms and Conditions.
- 3.5. The Equipment may be returned early; however, no refunds will be issued for early returns.
- 3.6. The Supplier will use all reasonable endeavours to accommodate any reasonable changes that may be requested by the Customer, subject to their acceptance of any related changes to the fees that may be due as a result.

4. DELIVERY

- 4.1. Unless otherwise specified in the Order Acknowledgement, the Goods will be either made available or delivered Ex Works (as such term is defined in Incoterms 2010) at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Supplier completes its Delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement. To the extent that the Order Acknowledgement sets out that the Goods will be Delivered pursuant to an Incoterm 2010, and where there is any conflict or inconsistency between Incoterms 2010 and these Conditions, Incoterms 2010 will take precedence.
- 4.2. If the Customer needs to collect their Order, the Supplier will notify them when it is available to collect. Office open hours are Monday to Thursday 9am – 5pm, and Friday 9am to 2:30pm excluding bank holidays in England. The Customer must provide the Supplier with as much notice as possible before collecting and will need to bring proof of the order including the Purchase Order Number where applicable. The Supplier reserves the right to refuse collection if the Customer is unable to comply with this clause 4.2, in which case the Supplier may cancel the order or arrange delivery at the Customer's cost.
- 4.3. The Supplier will use reasonable endeavours to dispatch the Equipment on the date set out in the Order Acknowledgement, but time for delivery of the Equipment will not be of the essence of the Contract. Any dispatch dates given by the Supplier are estimates only.
- 4.4. The Customer will ensure that any Equipment that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported or used except in compliance with:
- 4.4.1.1. (i) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Equipment may be supplied; and

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- 4.4.1.2. (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export the Goods.
- 4.5. The Supplier will specify any offloading requirements in the Order Acknowledgment. Unless otherwise agreed in writing, the Customer will be responsible for the offloading and loading of the Equipment and for the provision of suitable handling solutions, together with any personnel required to assist with this, such as the provision of a forklift or any other suitable assistance as may be necessary. If there are likely to be any delivery restrictions to the Customer's chosen address, they must contact the Supplier before placing an Order as this may incur additional costs.
- 4.6. Equipment will be checked by the Supplier for functionality prior to dispatch to ensure it is in full working order. If upon arrival at the Customer's designated address any of the equipment is found to be faulty or missing by the Customer, they must inform the Supplier in writing within 24 Working Hours of receipt. The Supplier will take all reasonable steps to replace any faulty equipment within 3 Working Days. However, the Supplier has no further liability, and the Customer may not reject the Equipment if delivery is not refused or notice given as set out above.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer agrees that during the Hire Term and any extended term, until the Equipment is returned to the Supplier they will:
- 5.1.1. keep the Equipment in their possession and control;
- 5.1.2. ensure the Equipment is kept secure and adequately insured, on a full replacement basis, against loss, damage and theft, including while it is in transit. The Customer must provide evidence of such insurance upon request. The proceeds of any claim in respect of such insurance shall be held by the Customer on trust for the Supplier;
- 5.1.3. operate the Equipment in a proper, safe manner in accordance with any manufacturer's instructions issued for it and for the purpose for which it was designed;
- 5.1.4. keep the Equipment in good working order, fair wear and tear excepted;
- 5.1.5. return the Equipment in a clean condition. The Supplier will charge for the cost of cleaning if this does not occur and their decision on the matter will be final;
- 5.1.6. not hold themselves out as owner of the Equipment, nor will they charge, encumber, sell, let, lease, hire or otherwise dispose of, part with, or abandon the Equipment;
- 5.1.7. ensure that any identification marks, labels or signs on or fixed to the Equipment are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Equipment as belonging to the Supplier;
- 5.1.8. allow the Supplier access at all reasonable times to inspect, test, adjust, repair or replace the Equipment;
- 5.1.9. not allow any person other than the Supplier's authorised personnel (or a person acting under the Supplier's instruction) to interfere with, modify, relocate, remove or service the Equipment;
- 5.1.10. not, without the Supplier's 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. If the Equipment does become affixed to any land or building, then the Equipment must be capable of being removed without material injury to such land or building and the Customer will repair and make good any such damage caused and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- 5.1.11. not use the Equipment for any unlawful purpose;

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- 5.1.12. notify the Supplier in the event any accident or damage occurs in relation to the Equipment, in which event no admission of liability, offer or promise may be made without the Supplier's prior written permission; and
- 5.1.13. return the Equipment to the Supplier at the end of the Hire Term, or any agreed extended term, using a suitable method of transport and adequate packaging to ensure no damage (or loss) is incurred. The Customer should retain proof of postage until the Equipment is confirmed to have been received by the Supplier. If the Supplier does not receive the Equipment back at the end of the Hire Term, the Customer will be responsible for the full cost of its replacement with a new item. The Customer can request collection of the Equipment, but this will be chargeable and in the event the Supplier is unable to collect it through no fault of their own, they will continue to charge for the hire.
- 5.2. If, when the Supplier receives the Equipment back, the whole or any part of the Equipment is found to be lost, damaged or stolen, the Supplier will invoice the Customer for the cost of the repair or replacement. The Supplier reserves the right to continue to charge for the hire until such sums have been received.

6. Title (Ownership) And Risk

- 6.1. Risk of damage to or loss of the Goods will pass to the Customer upon it leaving the Supplier's physical possession or control and will not revert back until the Equipment is back in the Supplier's possession, regardless of whether or not the agreed Hire Term (or extended term) has expired.
- 6.2. Title (ownership) and all rights to the Equipment will at all times be vested in the Supplier and the Customer acknowledges that they have no right, title, property or ownership in the Equipment.
- 6.3. The Supplier reserves the right to repossess any Equipment in which they retain title without notice. The Customer irrevocably authorises the Supplier or a company acting on the Supplier's behalf to enter their premises (or any premises at which the Supplier reasonably believe the Equipment is being held) to repossess any Equipment in which they retain title.

7. EQUIPMENT BREAKDOWN

- 7.1. If the Equipment suffers a breakdown or malfunction, the Customer must immediately stop using it and disconnect it from the power source (where appropriate). They must inform the Supplier as soon as possible after the breakdown within normal working hours: Monday to Thursday 9am – 5pm, and Friday 9am to 2:30pm excluding bank holidays in England.
- 7.2. The Customer must not undertake or permit any repair work to be carried out on the Equipment without the Supplier's express written permission.
- 7.3. Where the breakdown is caused by fair wear and tear or by a fault in the Equipment, the Supplier will cover the cost of the repair (including labour and all parts necessary) and if any individual item of Equipment is incapable of being used for a period of 5 Working Days or more, no hire charge will be made for the period in which that individual item of Equipment was unavailable for use.
- 7.4. Where the breakdown is caused by the Customer's negligence (or that of any third party) or as a result of wilful or accidental damage, misuse, vandalism, neglect, any of the events listed in clause 6.1 or any other cause beyond the Supplier's reasonable control, the Customer will be liable for the cost of the repair or replacement of the Equipment.

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8. SUPPLIER LIABILITY

- 8.1. The Supplier will be responsible for any foreseeable loss or damage that the Customer may suffer as a result of the Supplier's negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of the Supplier's breach or negligence or if it is contemplated by both parties when the Contract is created. The Supplier will not be responsible for any loss or damage that is not foreseeable.
- 8.2. Under no circumstances will the Supplier be liable to the Customer for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 8.3. Nothing in these Terms and Conditions seeks to exclude or limit the Supplier's liability for death or personal injury caused by their negligence, or for fraud or fraudulent misrepresentation.
- 8.4. Nothing in these Terms and Conditions seeks to exclude or limit any of the Customer's rights as a Consumer, where applicable. More information can be obtained from the Citizens' Advice Bureau or Trading Standards Office.

9. CANCELLATION AND TERMINATION

- 9.1. If, at any time, the Supplier believes that its dealings with the Customer are not in compliance with the Code of Conduct it may cancel any Order.
- 9.2. The Supplier reserves the right to cancel the Contract at any time and will confirm this in writing. If the Customer has paid in advance for any period during which the Equipment is not available to them under this clause 9.2, any such sums will be refunded to them within 14 days using the same payment method as was originally used.
- 9.3. If the Customer wishes to cancel the Contract at any time before the Equipment has been despatched or collected, they must notify the Supplier in writing.
- 9.4. The Supplier reserves the right to charge for any costs incurred as a result of cancellation including, but not limited to, administration and restocking charges.
- 9.5. The Customer's sole and exclusive remedy, in respect of any Orders cancelled in accordance with Condition 5.1, shall be a full refund from the Supplier in the sum of 100% of the Price and/or Charges the Customer has paid the Supplier for the cancelled Order.
- 9.6. If the Customer wishes to cancel the Contract at any time after the Equipment has been despatched or collected, they must notify the Supplier in writing. will apply the minimum charge as set out in clause 3.2 and will continue to charge for the Hire Term until the Equipment has been received back in accordance with clause 5.2.
- 9.7. Upon cancellation or termination of the Contract for any reason, the Customer's right to possession of the Equipment will cease immediately and the Supplier, or their authorised representatives, may retake possession of the Equipment without notice and at the Customer's expense, in accordance with clause 6.

10. PRICE AND PAYMENT

- 10.1. The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 10.
- 10.2. Depending on the method of Delivery set out in the Order Acknowledgement, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.

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- 10.3. Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 10.4. The Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of:
- 10.4.1.1. (i) any change in Applicable Law;
 - 10.4.1.2. (ii) any variation in the Customer's requirements for the Goods and/or Services;
 - 10.4.1.3. (iii) any information provided by the Customer being inaccurate or incomplete; or
 - 10.4.1.4. (iv) any failure or delay by the Customer in providing information.
- 10.5. Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has notified the Customer that the Goods/Services require upfront payment or where the Supplier exercises its discretion to ask for upfront payment where the Supplier has concerns about the Customer's creditworthiness), the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges following Delivery.
- 10.6. Each invoice will be payable by the Customer in accordance with the payment terms stated on the Supplier's invoice or by the payment date stated on the Supplier's invoice (whichever is soonest). Payments will be made in the currency stated on the Supplier's invoice in available cleared funds by electronic transfer to such bank account as the Supplier may nominate from time to time.
- 10.7. Notwithstanding any purported contrary appropriation by the Customer, the Supplier will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer to any invoice issued by the Supplier.
- 10.8. Timely payment is of the utmost importance. If any sum payable under the Contract is not paid on or before the due date for payment, the Supplier will be entitled to terminate the Contract, recover the Equipment as set out in Clause 6, and charge the Customer interest on that sum at 8% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier will also charge for any costs incurred in attempting to recover any outstanding debt.
- 10.9. If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 10 Business Days after the due date, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made (whether the Goods/Services under the Contract or whether the goods/services under any other contract).
- 10.10. If the Customer becomes Insolvent all invoices issued by the Supplier will immediately become due and payable.
- 10.11. Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.
- 10.12. Following expiry or termination of the Contract:

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- 10.12.1. the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and
- 10.12.2. all invoices will become immediately due and payable by the Customer.

11. CONFIDENTIALITY

- 11.1. 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 to which the other party belongs ("Confidential Information") except as permitted by Condition 11.2.
- 11.2. Each party may disclose the other party's Confidential Information:
- 11.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition; and
- 11.2.2. as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. DATA PROTECTION

- 12.1. Each party will comply with the Data Protection Laws applicable to it.
- 12.2. In the event that the hire of Equipment requires the Supplier to process personal data on the Customer's behalf as data processor, this will be set out in the Order, the Data Processing Agreement will be applicable to the Contract, and the parties will comply with the Data Processing Agreement.

13. ANTI-SLAVERY

- 13.1. Both parties will comply with all applicable Anti-Slavery Laws.
- 13.2. The Supplier's Anti-Slavery and Human Trafficking Statement can be provided upon request.

14. ANTI-CORRUPTION

- 14.1. Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
- 14.1.1. local and national laws in the territories in which it operates;
- 14.1.2. the UK Bribery Act 2010;
- 14.1.3. the US Foreign Corrupt Practices Act 1977; and
- 14.1.4. the UN Convention Against Corruption;
- 14.2. The Supplier's Bribery and Corruption can be provided upon request.

15. CONFLICT MINERALS

- 15.1. The Supplier is committed to avoiding the use of minerals mined in conditions of armed conflict and human rights abuses, and which are sold or traded by armed groups ("Conflict Minerals") in its goods and the Supplier requires its supply chain to implement to the Supplier's satisfaction procedures to avoid the use of Conflict Minerals.

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16. GENERAL

- 16.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 16.1.1. neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract;
- 16.1.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
- 16.1.3. nothing in this Condition 16.1.3 will be interpreted or construed as limiting or excluding the Liability of any person for fraud or fraudulent misrepresentation.
- 16.2. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 16.3. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 16.4. No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Supplier.
- 16.5. Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 16.6. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 16.7. The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.
- 16.8. The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

17. GOVERNING LAW AND JURISDICTION

- 17.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 17.2. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators will be one. The seat, or legal place, of arbitration will be United Kingdom. The language to be used in the arbitral proceedings will be English.

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- 17.3. In the event that one or both of the parties has the right under Applicable Law to appeal to the courts the outcome of any arbitral proceedings conducted in accordance with Condition 24.2, the courts of England and Wales will have exclusive jurisdiction to determine such appeal.
- 17.4. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

18. OTHER IMPORTANT TERMS

- 18.1. The Contract is between the Supplier and the Customer. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.2. The Supplier may transfer (assign) their obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, the supplier's business is sold). If this occurs, the Supplier will inform the Customer in writing. The Customer's rights under these Terms and Conditions will not be affected and the Supplier's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 18.3. The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without the Supplier's express written permission.
- 18.4. If any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable it will be severed from the Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 18.5. No failure or delay by the Supplier in exercising any of their rights under these Terms and Conditions means that they have waived that right, and no waiver by the Supplier of a breach of any provision of these Terms and Conditions means that they will waive any subsequent breach of the same or any other provision.

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