



Terms and Conditions of Hire

1 . Background

These comprehensive Terms and Conditions govern the rental agreement between Pulse PA Limited, hereinafter referred to as "the Company," and the Hirer, hereinafter referred to as "the Customer." These terms apply to the hire of the Company's equipment, whether it is accompanied by personnel, including Crew and/or Technicians, or obtained for use without personnel, known as Dry Hire.

2 . Definitions

Definition	Description
'Deposit'	The sum payable at the time of the Hirer's Order, that is required to secure the Order.
'Dry Hire'	Providing Equipment without Crew.
'Hire Period'	The period for which the Hirer will hire Equipment, beginning on the date on which the Equipment is made available for collection or delivery. This can be for any length of time from 1 day onwards.
'Month'	A calendar month.
'Order Confirmation' 'Order Agreement'	Our acceptance and confirmation of the Hirer's Order.
'Security Deposit'	The sum payable to cover the non-return, loss, theft, or damage of the Equipment
'Technician' 'Crew' 'Personel'	Technically experienced and/or qualified personnel (this included employees and freelance staff of Pulse PA) supplied by or on behalf of the Company, as part of the Hire service to install, operate maintain, and dismantle hired equipment. This does not apply to Dry Hires.
'the Company' 'the Owner'	Pulse PA Limited is a Private Limited Company, registered in England 07763339
'the Contract'	The Contract for the Hire o the Equipment by the Hirer from the Company.
'the Equipment'	All items of the Equipment and/or services provided by the Company to the Hirer, such as audio equipment, rigging, production equipment, including any replacement or substitute equipment, along with any other items and/or services included or implied whets specified or not, subject to these Terms and Conditions. the Equipment' remains the property of the Company.
'the Hire'	Arrangement to use the Equipment supplied by the Company at an event, for example, a festival, concert, tour, or Dry Hire.
'the Hirer' 'the Customer'	The Customer, the Person, company, department, institute, or any other body who has ordered or accepted the Order Agreement from the Company

'the Order'	'the Hirer's' order for 'the Equipment', forms the basis of 'the Contract' between both parties.
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Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail or text or other means.

3 . Information about the Company

3.1 - Pulse PA Limited, hereinafter referred to as "the Company," is a Private Limited Company registered in England under company number 07763339. The Company's registered address is 4 Brackley Close, Bournemouth International Airport, Christchurch, Dorset, BH23 6SE.

3.2 - The Company is registered for Value Added Tax (VAT) purposes and holds a VAT number, which is GB123233950.

4 . The Contract

4.1 - Introduction: These comprehensive Terms and Conditions govern the hire of the Equipment from the Company and establish the contractual relationship between the Company and the Hirer. It is essential for the Hirer to carefully read and understand these Terms and Conditions before finalizing the Order. In the event of any uncertainties or questions regarding these Terms and Conditions, the Hirer is encouraged to seek clarification from the Company before proceeding.

4.2 - Contract Formation: The Order submitted by the Hirer constitutes a contractual offer to hire the Equipment, subject to the Company's discretion to accept or decline the offer. A legally binding contract between the Company and the Hirer will be established once the Company accepts the Order and provides the Hirer with an Order Confirmation. The Hirer's acceptance of the Order Confirmation, along with the payment of the Deposit as specified, finalizes the contract.

4.3 - Order Confirmation: The Company will provide written confirmation of the accepted Order through email. This Order Confirmation will include details of the hired Equipment, the agreed-upon rental period, and any additional relevant information pertaining to the hire.

4.4 - Deposit Payment: As a prerequisite for contract formation, the Hirer is required to pay the Deposit specified in the Order Confirmation. The Deposit serves as security against any damages, losses, or additional charges that may arise during the hire period. Upon successful receipt of the Deposit by the Company, the contract becomes fully effective.

4.5 - Contractual Obligations: Once the contract is in effect, both the Company and the Hirer are bound by their respective obligations as outlined in these Terms and Conditions and the agreed-upon terms in the Order Confirmation. The Hirer is responsible for complying with all stipulations, including payment obligations, equipment usage, return conditions, and any additional terms specified.

4.6 - Changes and Amendments: Any modifications or amendments to the Contract must be agreed upon in writing by both the Company and the Hirer. Such changes shall only be valid if documented in writing and endorsed by authorized representatives from both parties.

4.7 - Cancellation and Termination: Should the Hirer wish to cancel the Contract, it must be done in accordance with the cancellation policy stated in the Order Confirmation. The Company reserves the right to terminate the Contract if the Hirer fails to fulfill their obligations or breaches any of the stipulated Terms and Conditions. In such cases, the Company may retain the Deposit or seek compensation for losses incurred.

4.8 - Governing Law and Jurisdiction: The Contract and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the Company operates. Any disputes arising from the Contract shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

4.9 - Entire Agreement: The Contract, comprising the Order Confirmation, these Terms and Conditions, and any agreed-upon amendments, constitutes the entire agreement between the Company and the Hirer. It supersedes all prior discussions, negotiations, or agreements, whether written or oral, relating to the hire of the Equipment.

5 . Equipment Details

5.1 - Equipment Specifics: The Company undertakes to provide the Hirer with the specific Equipment as outlined in the schedule or quotation for the agreed Hire Period. The Equipment may be supplied with or without the services of Technicians, as specified in the schedule or quotation.

5.2 - Equipment Condition: The Company takes all reasonable measures to ensure that the Equipment supplied is fit for its intended purpose. This includes regular maintenance, servicing, cleaning, and safety checks. The Company will promptly repair or replace any faulty or damaged Equipment as necessary to maintain its operational condition.

5.3 - Ownership: The Equipment supplied by the Company shall remain the sole property of the Company at all times. In the event of a breach of any of the terms and conditions outlined in this agreement, the Company reserves the right to terminate the arrangement immediately and repossess all of their Equipment. Without obtaining advance written permission from the Company, the Hirer shall not have the right to re-hire or continue using the Equipment.

5.4 - Termination and Repossession: In the event of a breach of the terms and conditions or failure to adhere to the agreed-upon obligations, the Company may terminate the arrangement without prejudice to any other rights or remedies. Upon termination, the Company has the right to repossess all of their Equipment in a timely manner.

5.5 - Re-Hire: The Hirer is not permitted to re-hire or continue using the Equipment without obtaining prior written permission from the Company. Any re-hire arrangements must be explicitly agreed upon and documented in writing before the Equipment can be used again.

5.6 - Hirer's Responsibility: The Hirer is responsible for the safekeeping and proper use of the Equipment during the Hire Period. The Hirer shall take all necessary precautions to prevent damage, loss, or theft of the Equipment. Any unauthorized repairs, modifications, or alterations to the Equipment are strictly prohibited.

5.7 - Insurance: The Hirer is required to maintain appropriate insurance coverage throughout the Hire Period to protect against loss, damage, or liability arising from the use of the Equipment. The insurance should be sufficient to cover the replacement value of the Equipment and any associated risks.

5.8 - Liability: The Company shall not be held liable for any loss, damage, injury, or expense incurred by the Hirer arising from the use or misuse of the Equipment, unless caused by the Company's negligence. The Hirer agrees to indemnify and hold the Company harmless from any claims, actions, or liabilities arising from the use of the Equipment during the Hire Period.

5.9 - Inspection and Acceptance: The Hirer is responsible for inspecting the Equipment upon delivery or collection and notifying the Company of any defects or discrepancies. Failure to report any issues within a reasonable timeframe may result in the assumption that the Equipment was delivered in good working condition.

5.10 - Governing Law and Jurisdiction: The contractual arrangement, including these Equipment Details and associated terms and conditions, shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company operates. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

6. Rules of Hire

6.1 - Use of Equipment: The following rules govern the hire and use of the Equipment:

6.1.1 - Damage / Faults: Upon collection or delivery, the Hirer should thoroughly inspect the Equipment. If any items are missing or if there is any visible damage, it must be immediately reported to the Company. The Equipment will be considered in good working order at the start of the Hire Period unless any damage is noted on the delivery note or reported upon delivery. Any faults discovered during the Hire Period should be promptly communicated to the Company. The Company will make every reasonable effort to provide a suitable replacement or arrange for repairs, subject to additional fees outlined in Clause 11.

6.1.2 - Intended Purpose: The Equipment should only be used for its designated purpose and within its specified capacity. The Hirer must not use

the Equipment in any manner likely to result in its deterioration or for any purpose not expressly designed for.

6.1.3 - Modifications: The Equipment should not be altered or modified in any way without obtaining prior consent from the Company, as outlined in Clause 11.

6.1.4 - Sale, Re/Sub Hire: The Equipment must not be sold or offered for sale, nor hired, re-hired, or sub-hired to any third party without the express written consent of the Company. Any unauthorized sale or hiring of the Equipment will be considered a breach of the Company's ownership rights.

6.1.5 - Location: The Hirer must inform the Company of the Equipment's location during the Hire Period and any changes in location upon request.

6.2 - Set Up (Technicians): If Technicians are provided, it is the Company's responsibility to ensure that they install, set up, and operate the Equipment correctly and in accordance with its intended purpose.

6.3 - Competent Personnel (Dry Hire): When Equipment is hired on a dry hire basis, where specialized technical knowledge or qualifications are required for safe and effective installation and/or operation, the Hirer must ensure that competent personnel are employed. If the Hirer is unable to provide competent personnel, the Company, at its sole discretion, may supply Technicians at an additional cost. The Equipment is provided under the assumption that the Hirer can competently install and operate it. The Company shall not be held liable for any damage to persons or property resulting from the Hirer's failure to employ competent personnel during the dry hire.

6.4 - Safe Working: The following provisions ensure safe working practices:

6.4.1 - Health & Safety: Technicians or any other Personnel supplied by the Company should not be instructed or expected to work in a manner contrary to the Company's issued method statements, risk assessments, and codes of conduct. Full versions of these documents are available upon request. Technicians are required to follow established safe working practices and legal constraints and to report any instructions that contravene these practices to the Company.

6.4.2 - Site Access: The Hirer is responsible for ensuring safe and adequate access to the event site. Any access issues must be communicated to the Company in advance, and appropriate measures should be taken to reduce or mitigate risk to the Equipment and Technicians. The Company reserves the right to refuse delivery of equipment to sites deemed unsafe.

6.4.3 - Site Power: The Hirer must ensure the provision of a safe, consistent, and adequate electrical power supply. If portable generators are used, they must be regulated, adequately grounded, and meet safety requirements. The Hirer should contact the Company for guidance on power requirements. Any damage to the Equipment due to unsafe electrical equipment at the event site shall be repaired or replaced at the expense of the Hirer.

6.4.4 - Sound Pressure Levels: High sound pressure levels can cause permanent hearing damage, and repeated exposure can have cumulative effects. The Equipment supplied by the Company is capable of producing sound pressure levels that can cause hearing damage. If the Equipment is operated by personnel not provided by the Company, the Company cannot be held liable for misuse in terms of sound levels or any resulting performance

issues. The Company is not responsible for individuals failing to maintain a safe distance from loudspeakers or failing to take necessary steps to protect their own hearing. The Hirer is responsible for ensuring the safety of the general public regarding hearing protection, which may include displaying warning notices, providing hearing protection, or erecting safety barriers where appropriate.

6.4.5 - Local Licences: The Hirer is solely responsible for obtaining any required licenses, qualifications, or authorities necessary for the safe and legal operation of the hired Equipment. The Hirer agrees to comply with all legal guidelines related to the installation and operation of the Equipment.

6.5 - General Exclusions: Unless explicitly stated in writing in the schedule or quotation, the following items are excluded from the Hire provision. If any of these costs are incurred by the Company as part of the Hire, they will be charged to the Hirer in addition to the Hire Fee:

6.5.1 - Insurance: The Hirer is responsible for insuring the Equipment against fire, loss, damage, or any other risks that may arise during the Hire Period. The insurance coverage must be sufficient to cover the full reinstatement value of the Equipment on an "all risks" basis. The insurance policy should also cover any alternative or continuing hire charges for a minimum period of three months. The insurance policy must be held with a reputable insurer and maintained for the duration of the hire, with the Company noted as the direct loss payee for the Equipment. The Company reserves the right to request evidence of adequate insurance coverage prior to releasing the Equipment. However, the Hirer remains liable for uninsured losses, and the Hire shall indemnify the Company against any loss or damage to the Equipment not covered by the insurance policy.

6.5.2 - VAT: Taxes, including Value Added Tax (VAT).

6.5.3 - Transportation: The transportation of Equipment and Technicians, including freight, transport costs, and storage of the Equipment. Any alternative arrangements must be agreed upon in writing before the start of the hire contract.

6.5.4 - Additional Hours: If the event duration exceeds the agreed-upon times, the Company reserves the right to charge the Hirer for additional costs incurred during the additional hours. In the case of Technicians being provided, the Company reserves the right to charge the Hirer for any hours worked by the Technicians beyond their standard working day. The definition of a standard working day may vary depending on the nature of the Hire and event locations, and it is the Hirer's responsibility to agree upon these terms in advance of the Hire.

6.5.4 - Excluded Equipment: The Equipment provided is as stated in the schedule or quotation and does not include any items not explicitly mentioned, such as risers, sets, scaffolding, flooring, staging equipment, locally booked or venue-owned equipment, forklifts, or other transportation or lifting devices.

6.5.5 - Expenses (Technicians): If Technicians are provided, the Hirer shall be responsible for expenses incurred by the Technicians, including reasonable travel expenses from the Company's originating branch base to the event location, accommodation, and crew catering. Any per diem or buyouts to Technicians are at the Hirer's discretion and will not be reimbursed by the Company.

6.5.6 - Local Event Personnel: The Hirer is responsible for providing Local Event Personnel, including loaders, stagehands, licensed riggers, electricians, and operators, to assist with equipment load-in and load-out. This provision does not apply to dry hire agreements and is not applicable to the Company's Technicians listed in the hire schedule or quotation.

6.5.7 - ATA Carnet & Admin Fees: The Hirer shall be responsible for any ATA Carnet fees and administrative costs associated with the transportation of Equipment outside of the United Kingdom.

7. Hire Period

7.1 - Hire Period: The duration of the hire, known as the Hire Period, will be clearly specified in the final Order confirmation and confirmed in the schedule. If the Equipment is not being delivered and collected by the Company, it is the responsibility of the Hirer to collect the Equipment from and return it to the Company's warehouse.

7.2 - Weekends & Bank Holidays: In cases where the hire start date or end date falls on a weekend or UK bank holiday, the Company may, at its discretion, arrange for the collection to take place on the last working day prior to the hire start date and/or for the return to occur on the first working day after the hire end date. In certain circumstances, collection or return may be arranged outside of normal operating hours. *Please note that when Equipment is collected or returned on a weekend or bank holiday, an overtime charge for personnel at the Company's warehouse may apply.*

7.3 - Extension: If the Hirer wishes to extend the Hire Period, they must contact the Company via the assigned Account Manager. The possibility of extending the Hire Period will depend on factors such as Equipment availability. If an extension is agreed upon, the Company will provide a separate quote for the extended Hire Period, which must be confirmed by the Hirer before the extension can be finalized.

8. Payment and Financial Terms

8.1 - Payment Methods:

8.1.1 - Credit Card: Please note that the Company does not accept credit card payments due to the additional charges incurred. Alternative payment methods should be arranged with the Company.

8.1.2 - Cash: Please note that the Company does not accept cash payments. Alternative payment methods should be arranged with the Company.

8.2 - Deposit: Upon placing the Order, the Hirer may be required to pay a Deposit as specified in the quotation. The balance of the Hire Fee, which represents the full payment, must be made with cleared funds prior to the collection or delivery of the Equipment, unless the Hirer has an approved credit account with the Company.

8.3 - Hire Fee: The Hire Fee is calculated based on daily or weekly rates, and the Hire Period is defined as the time from the collection of the Equipment to the Company confirming its return, within the normal operating hours of the Company (9:30am to

5:30pm, Monday to Friday). The specific Hire Fee for the Equipment and Services will be clearly indicated in the schedule or quotation at the time of placing the Order.

8.4 - Late Charges: If the Equipment is returned late, the Hirer will incur an excess charge calculated at the rate of the total Hire Fee. It is important to adhere to the agreed return date to avoid additional costs.

8.5 - Early Returns: While the Equipment may be returned early, the Company may not issue any refunds. If a refund is due to the Hirer, it will be processed within 14 days from the date the Company acknowledges the Hirer's entitlement to a refund. The refund will be issued using the original payment method, unless an alternative arrangement is agreed upon.

8.6 - Replacement Costs: The Company reserves the right to charge the Hirer for any Equipment lost, stolen, or damaged, regardless of whether such incidents are covered by the Hirer's insurance policy. The Hirer may be required to provide valid debit card details to serve as a guarantee in case of loss or late return. The provided card details must remain valid until the agreed final date of the Hire. In the event of Equipment loss, the Company retains the right to charge the Hirer the full replacement cost.

8.7 - Postponement: If the agreed service is postponed after its commencement, the Company reserves the right to requote and recalculate the remaining chargeable period based on availability and current prices. The resulting charges may be greater or less than the initially agreed Hire Fee.

8.8 - Information Required: During the discussion and submission of the Order, the Hirer must provide the following:

8.8.1 - Identification: Non-account customers must provide photographic identification and a utility bill (*excluding mobile phone bills*) that matches the invoicing address. Copies of these documents will be kept on file for the duration of the Hire Period. The Equipment will be sent to the invoicing address, and the Hirer must sign the dispatch/delivery note to acknowledge receipt.

8.8.2 - Security Deposit: Non-account Dry Hire customers must pay a defined Security Deposit using a credit or debit card before collecting the Equipment at the start of the Hire Period. The Company will not release any Equipment without the payment of the Security Deposit. The Security Deposit will be retained by the Company, in full or in part, in case of late return, non-return, loss, theft, or any damage not covered by the Hirer's insurance policy.

8.9 - VAT: VAT will be charged at the prevailing rate of 20% unless exempted. If there is a change in the VAT rate between the date of the Order and the date of payment of the Hire Fee, the applicable rate will be adjusted accordingly. Please note that any changes in VAT will not affect the Prices for which payment has already been received in full.

9. Cancellation

9.1 - The Hirer has the right to cancel the Order at any time before the start of the Hire Period, but cancellation fees will apply as outlined below:

9.1.1 - Cancellation more than 30 days before the Hire Period

commences: If the Order is cancelled more than 30 days before the scheduled start of the Hire Period, there will be no charge. However, the Deposit will be retained in full as stated in the quotation.

9.1.2 - Cancellation within 30 days of the Hire Period commencing: If the Order is cancelled within 30 days of the scheduled start of the Hire Period, a further cancellation fee will be charged. The fee will amount to 25% of the total hire fee.

9.1.3 - Cancellation within 14 days of the Hire Period commencing: If the Order is cancelled within 14 days of the scheduled start of the Hire Period, an additional cancellation fee of 50% of the total hire fee will be charged.

9.1.4 - Cancellation within 7 days of the Hire Period commencing: If the Order is cancelled within 7 days of the scheduled start of the Hire Period, a further cancellation fee of 100% of the total hire fee will be charged. This means that the full hire fee will be payable, including the retained Deposit.

9.2 - Discretionary Amendments: The Company may, at its sole discretion, reduce or waive any of the aforementioned charges. The decision to amend the charges will be made on a case-by-case basis, taking into consideration the specific circumstances surrounding the cancellation.

9.3 - Please note that any cancellations must be communicated to the Company in writing or through the designated communication channels. The cancellation policy has been established to account for the costs and commitments incurred by the Company in relation to the reserved Equipment and the preparations made for the Hire Period.

10. Contract Termination

10.1 - Termination by the Company: The Company reserves the right to terminate the Contract under the following circumstances, either immediately or within three months after notice to the Hirer. Any payments subsequently accepted by the Company without knowledge of such termination shall not prejudice or affect the operation of this clause.

10.1.1 Failure to make Payments: If the Hirer fails to pay any security deposit, deposit, hire fee, or any other sums payable under these terms and conditions or any other agreements between the Hirer and the Company in full within 30 days of the due date, whether demanded or not.

10.1.2 - Breach of Contract: If the Hirer commits a breach of any of the other terms and conditions of the contract, whether expressed or implied.

10.1.3 - Jeopardizing Company's Rights: If the Hirer engages in any activity or causes anything to be done that, in the opinion of the Company, may jeopardize the Company's rights in the Equipment.

10.1.4 - Legal Process and Judgements: If the Hirer becomes involved in any legal process (*directly or indirectly*) that results in a levy against any of the Equipment owned by the Company, or against any premises where the Equipment is stored, or against any goods or property belonging to the Hirer.

Additionally, if the Hirer permits any judgment against them to remain unsatisfied for a period of 7 days.

10.1.5 - Individual Insolvency: If the Hirer, being an individual, dies or becomes subject to an interim order (as an individual) under the Insolvency Act, enters into a voluntary agreement, or experiences the presentation of a statutory demand or a petition for a bankruptcy order.

10.1.6 - Corporate Insolvency: If the Hirer, being a corporate body, enters into liquidation, calls any meeting of its creditors, has a receiver or administrative receiver appointed for all or any of its undertaking or assets, suffers the appointment or prevention of a petition for the appointment of an Administrator under the provisions of part 2 of the Insolvency Act, or is deemed under section 123 of the Insolvency Act to be unable to pay its debts.

11. Loss, Damage and, Modification

11.1 - Security Arrangements: The Hirer bears the responsibility for ensuring the safekeeping of the Equipment throughout the Hire period and will be held liable for any loss or damage that may occur. It is the Hirer's responsibility to establish suitable and adequate security measures for the protection of the Equipment during the Hire period. At its own expense, the Hirer must take all necessary actions to retain possession and control of the Equipment. In the event of a loss of possession or control, the Hirer must promptly take all necessary steps to recover the Equipment.

11.2 - Damage Notification: The Hirer must promptly notify the Company within 24 hours of any damage, failure, or defect observed in the Equipment. The cost of replacing or repairing the Equipment shall be fully borne by the Hirer. In the case of loss, damage, or modification to the Equipment, the Hirer will be charged at the full hire rates until the loss is completely settled, which includes any future booked hire revenue that may be lost by the Company. If temporary replacement equipment needs to be sub-hired by the Company during the reinstatement or repair process, the cost of such sub-hiring will also be borne in full by the Hirer. The Hirer is obligated to continue paying the Hire fee for the Equipment during the reinstatement or repair period.

11.3 - Pre-existing Damage: The Hirer shall not be held responsible for any pre-existing damage to the Equipment that was identified and documented at the time of collection. The Company acknowledges that such pre-existing damage was present prior to the commencement of the Hire period and will not hold the Hirer accountable for it.

12. Liability

12.1 - Loss or Damage Liability: The Company acknowledges its responsibility for any direct and foreseeable loss or damage incurred by the Hirer, but only in cases where such loss or damage is a result of the Company's breach of these Terms and Conditions or its negligence. For the Company to be liable, the loss or damage must be a clear and anticipated consequence of the Company's breach or negligence, or it must have been reasonably contemplated by both the Hirer and the Company at the

time the Contract was formed. The Company shall not be held responsible for any loss or damage that is not reasonably foreseeable or for any consequential loss or damage that may arise

12.2 - Compensation Limit: The Company's liability shall be limited to the agreed Hire price as specified in the Contract. In no event shall the Company be liable for any amount exceeding the total agreed Hire price.

13. Force Majeure

13.1 - The Company acknowledges that certain events may occur that are beyond its reasonable control, which may result in a failure or delay in performing its obligations. These events, commonly referred to as force majeure events, include but are not limited to power failures, failures of internet service providers, strikes, lockouts, riots, civil unrest, fires, explosions, floods, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual, or preparations for war), epidemics, pandemics, natural disasters, or any other event that is beyond the Company's reasonable control.

13.2 - In the event that any of the aforementioned events occur and are likely to adversely affect the Company's performance of its obligations under these Terms and Conditions, the following provisions shall apply:

13.2.1 - Notification and Information:

13.2.1.1 - The Company will promptly inform the Hirer of the occurrence of the event outside of its control.

13.2.1.2 - Once the event has concluded, the Company will provide the Hirer with details of any new dates, times, or availability as necessary.

13.2.2 - Cancellation of the Contract:

13.2.2.1 - If the event outside of the Company's control persists for more than 14 days, the Contract may be cancelled by the Company. In such cases, the Company will notify the Hirer in writing about the cancellation.

13.2.2.2 - If the event outside of the Company's control persists for more than 7 days and the Hirer wishes to cancel the Contract, the Hirer may do so by informing the Company in writing.

13.2.3 - Refund of Payments: If the Contract is cancelled under this Force Majeure clause more than 14 days before the Hire Period begins, any and all sums paid by the Hirer to the Company will be refunded in full. The provisions in these Terms and Conditions regarding the retention of sums paid shall not apply.

13. Data Protection

14.2 - For comprehensive information regarding the collection, processing, storage, and retention of personal data by the Company, including the purposes for which personal data is used, the legal basis or bases for its use, details of the Hirer's rights and how to exercise them, and any personal data sharing practices (if applicable), please consult the Company's privacy notice. The privacy notice provides detailed and

specific information on how the Company handles personal data in accordance with applicable data protection laws and regulations. It is recommended that the Hirer reviews the privacy notice to have a clear understanding of how their personal data is handled by the Company.

14. Governing Law and Jurisdiction

14.1 - Governing Law: These terms and conditions, the Contract, and the overall relationship between the Hirer and the Company, whether contractual or otherwise, shall be governed by and construed in accordance with the laws of England and Wales. Any disputes or claims arising out of or in connection with these terms and conditions or the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2 - Legal Application: By agreeing to these terms and conditions and entering into the Contract, the Hirer acknowledges and agrees that the laws of England and Wales shall apply to govern their rights, obligations, and any disputes that may arise between the Hirer and the Company. The application of English and Welsh law ensures consistency, clarity, and a comprehensive legal framework for the interpretation and enforcement of these terms and conditions.

14.3 - Jurisdiction: The exclusive jurisdiction of the courts of England and Wales means that any legal actions, proceedings, or litigation related to these terms and conditions or the Contract shall be heard and resolved in the courts of England and Wales. This jurisdiction provides a designated legal forum where any disputes or claims can be addressed, ensuring a fair and efficient resolution process for all parties involved.

14.4 - Legal Certainty: The choice of governing law and jurisdiction under English and Welsh law offers legal certainty and predictability for both the Hirer and the Company. It establishes a clear legal framework within which their rights and obligations are determined, providing a solid foundation for the interpretation and enforcement of the terms and conditions.

14.5 - Compliance: The Hirer acknowledges that by entering into the Contract and accepting these terms and conditions, they are agreeing to be bound by the laws of England and Wales and submit to the exclusive jurisdiction of the courts of England and Wales. This compliance with the legal requirements of the chosen jurisdiction ensures the smooth operation of the Contract and facilitates the resolution of any legal issues that may arise.

15. Other Important Items

15.1 - Transfer of Obligations and Rights:

15.1.1 - The Company reserves the right to transfer or assign its obligations and rights under these terms and conditions and the Contract to a third party, including in the event of a business sale or restructuring. In such cases, the

Company's rights and obligations will be transferred to the third party, and the third party will assume full responsibility for fulfilling those obligations.

15.1.2 - The Company assures that any transfer or assignment of obligations to a third party will not affect the Hirer's rights or alter their obligations under these terms and conditions. The third party will be bound by the terms and conditions as if they were the Company, ensuring a seamless transition of responsibilities.

15.2 - Restrictions on Hirer's Transfer: The Hirer may not transfer or assign their obligations and rights under these terms and conditions or the Contract without the express written permission of the Company. Any such transfer or assignment without prior consent will be considered invalid and may result in the termination of the Contract.

15.3 - Intended Parties: The Contract is a legally binding agreement between the Hirer and the Company. It is not intended to confer any rights or benefits upon any other person or third party. As such, no other person or party will have the authority to enforce any provisions of these terms and conditions, and they shall not be entitled to any benefits or remedies under this Contract.

15.4 - Severability: If any provision of these terms and conditions is deemed unlawful, invalid, or unenforceable by a court or other authorized authority, that specific provision shall be considered severed from the remaining terms and conditions. The remaining provisions shall remain valid and enforceable to the fullest extent permitted by law, ensuring that the overall intent and purpose of these terms and conditions are preserved.

15.5 - No Waiver: Any failure or delay by the Company in exercising its rights under these terms and conditions shall not be construed as a waiver of those rights. The Company's waiver of a breach of any provision shall not be deemed as a waiver of any subsequent breach of the same or any other provision. The Company retains the right to enforce its rights and remedies under these terms and conditions at any time, without prejudice to any other rights it may have.

16. Document Control

Title	Terms and Conditions of Hire
Version	Version 2.1
Review by	June 2024
Date approve	May 2023
Policy live date	June 2023

Policy owner	Director of Hire Operations
For action	All Account Managers
For information	All Employees and Customers
Supersedes	None
Supporting procedures and guidelines	

17. Policy Review and Maintenance

This policy will be reviewed annually or if there is a change to external regulatory requirements or a change to internal processes.