

TERMS AND CONDITIONS FOR THE HIRING OF EQUIPMENT - ENGINEERED ACCESS

IMPORTANT: These Terms and Conditions apply to the hire of all Equipment by the Owner to the Hirer and shall not be overridden by any terms and conditions of the Hirer.

1. Definitions

- (a) "Equipment" means all the items and products specified in the Hire Contract.
- (b) "Hire Contract" means these Terms and Conditions and any terms and conditions set out overleaf.
- (c) "Hire Period" means the period commencing from the time when the Equipment leaves the Owner's depot or place where last sited and shall continue until the time when the Equipment is received back at the Owner's depot or other agreed location.
- (d) "Hirer" is the company, firm, person, corporation or public authority taking the Owner's Equipment on hire and includes their successors or personal representatives.
- (e) "Owner" means Sunbelt Rentals Ltd trading as Engineered Access or its successors or assigns
- (f) "Quotation" means the written Quotation supplied by the Owner to the Hirer.
- (g) "Week" shall be seven consecutive days.
- (h) "Weekly Hire Rate" means the weekly hire rate for Equipment specified in the Hire Contract.
- (i) "Working Day" means Monday to Friday inclusive excluding any Bank Holiday or other Statutory holiday and in each case commencing at 9.00 a.m. and ending at 5.00 p.m.

In these Terms and Conditions, except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa. Headings in these Terms and Conditions are for ease of reference only and do not affect the construction of these Terms and Conditions.

2. Extent of Contract

- (a) No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated in or form part of the Hire Contract. These Terms and Conditions are the only terms upon which the Owner will accept orders for Equipment. Any terms or conditions attached to the Hirer's order or otherwise brought to the Owner's attention shall be of no effect unless repeated herein or specifically agreed in writing by the Owner.
- (b) The Owner reserves the right to amend and modify these Terms and Conditions at any time, such amendments and/or modifications being effective upon the Owner providing written notice to the Hirer.
- (c) Any Quotation submitted by the Owner to the Hirer shall not constitute an offer (but merely an invitation to treat which may be withdrawn by the Owner at any time) and a binding contract for hire shall only come into effect on the earlier of the entry into the Hire Contract or the commencement of the hire period.
- (d) In entering into the Hire Contract the Hirer has not relied upon any representations, statements, warranties or performance criteria whether verbal or written made by or on behalf of the Owner, and the Hire Contract constitutes the entire agreement and understanding between the Owner and the Hirer.

3. Conditions of Hire

Equipment shall be hired at the hire rates as specified overleaf

4. Availability of Equipment

The Owner's obligation to supply Equipment hereunder is subject to availability.

5. Unloading and Loading at Site

- (a) Should the Hirer for any reason not be able to or opt not to receive all of the Equipment immediately upon its arrival at site, then the Hirer shall be responsible for any delay and abortive transport or demurrage charges or any other consequential loss or expense howsoever arising, which is incurred by the Owner.
- (b) Should any delivery vehicle supplied by the Owner be required to leave the public highway for the purpose of delivering or collection of Equipment, then the Hirer shall be responsible for all injury, loss and damage, howsoever caused, whether negligently, or otherwise, to the Owner's vehicle, employee, Equipment, the site and anything on, beneath or affixed to the site, and the Hirer shall fully and effectually indemnify the Owner on demand against any and all such injury, loss or damage provided that nothing in this clause shall exclude liability of the Owner for death or personal injury caused as a result of the negligence of the Owner or its servants.
- (c) Should any vehicle supplied by the Owner for the purpose of collection or delivery of Equipment to the site encounter any rough or soft ground, access restrictions, obstructions or otherwise prior to reaching the position at which the Equipment is to be delivered, set-out, laid or recovered, then the Hirer shall be responsible for making good the access so as to ensure that the vehicle can enter and/or leave the site and will be responsible for the cost of any damage to the vehicle, howsoever caused along with any aborted or demurrage charges or other loss.
- (d) Equipment supplied on a hire only basis (i.e. not set-out and/or laid) will be delivered to one central depot or site as set out overleaf. In such cases it is the Hirer's responsibility to unload and reload when finished with from one such central point. Should it be necessary to collect Equipment on a hire only basis from more than one location, the Hirer will be charged at the Owners standard rates for these services.
- (e) Equipment unloaded by the Hirer is to be manhandled off the vehicles and not thrown to the ground. All damage howsoever arising as a result of the Hirer breaching this clause will be at the Hirer's expense.
- (f) Should any collection or delivery be delayed or have to be aborted, once commenced, because the Hirer cannot return the Equipment, or because of site conditions, access restrictions or any other reason, then the Hirer shall be responsible for both the cost of continued hire charges for the Equipment remaining until a time that delivery or recovery is achieved, plus the Owner's costs associated with any delayed or aborted visit.
- (g) The use of the lorry mounted cranes fitted to the Owner's vehicles is at the sole discretion of the driver and the Owner.
- (h) On delivery and laying of Equipment, the Owner's representative will tender a receipt to the Hirer confirming that the Equipment has been received in good condition and laid in accordance with the Hirer's requirements. The Hirer must draw any discrepancy to the Owner's representative's attention at this time and failure to do so, or if the Hirer shall have no person on site to sign the receipt, the Owner's representative's signature, shall be conclusive evidence of satisfactory receipt and laying of Equipment.
- (i) Upon collection or return of Equipment, the Owner's representative shall tender to a representative of the Hirer a form for signature confirming the quantities of Equipment recovered and that the

site has been left in a satisfactory condition. The Hirer must draw any discrepancy to the Owner's representative's attention at this time and failure to do so, or if the Hirer shall have no person on site to sign this form, the Owner's representative's signature, shall be conclusive evidence of the quantity of Equipment recovered and the condition of the site.

- (j) Equipment is recovered from site and returned to the Owner's depot or other location unexamined. Full inspection will be made at the Owner's depot or other location and details of any missing or damaged items etc. will be notified to the Hirer and the procedures set out within clause 14 will apply.
- (k) Any abortive transport charges are calculated in accordance with the transport quoted in connection with the Hire Contract or as the Owner shall reasonably determine. Demurrage will be charged at the Owner's current stand-by rate or as the Owner shall reasonably determine.

6. Delivery in good order and maintenance

- (a) Unless notification to the contrary is received by the Owner from the Hirer immediately on delivery in accordance with clause 5.1(i) above, with confirmation in writing, the Equipment shall be deemed to be in good order in accordance with the terms of the Hire Contract and to the Hirer's satisfaction. The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the Owner's stipulated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).
- (b) The Hirer must satisfy himself as to the suitability of the Equipment and that his requirements will be fulfilled prior to acceptance and use and the Owner shall not be responsible for any failure by the Hirer so to do.

7. Handling and Use of Equipment

- (a) Prior to the laying of the Equipment, the Owner reserves the right to visit the site on one or more occasions by providing reasonable notice to the Hirer, who shall use his reasonable endeavours to make himself available to accompany the Owner on such a visit. The purpose of each such visit is to assess the suitability of the site for use of the Equipment, to confirm the layout required for the Equipment, and the access route to the site. On each such visit, the Owner's representative may prepare a site plan detailing the location of the site, access to it and the layout requirements, which will be tendered to the Hirer for signature to confirm agreement. If this site plan is prepared and tendered to the Hirer on-site, the Hirer must draw any discrepancies to the Owner's representative's attention at the time of that tender, and otherwise within 5 working days of being tendered to the Hirer, and failure to do so or if the Hirer shall have no person on site to approve the site plan (where the plan is prepared and tendered on-site), the Owner's representative's signature shall be conclusive evidence of accuracy of the site plan.
- (b) Where the Owner has submitted a Quotation and/or signed the Hire Contract prior to a site inspection, the Owner reserves the right to withdraw from and/or amend any Quotation, Hire Contract or other responsibility if, in the Owner's sole opinion, access to the site or the site condition are unsuitable for the passage of vehicles or the laying of Equipment or that the quantity of Equipment ordered is insufficient for the purposes required. The Owner shall not be under any liability should the Owner decide to proceed with the Hire Contract following a site inspection and it subsequently transpires that the site conditions are unsuitable for Equipment. The Owner reserves the right to attend the site at all times throughout the hire period to assess and confirm the suitability of the site conditions for Equipment.
- (c) A suitable vehicle, with crew, will be provided by the Owner to initially lay and recover the Equipment.
- (d) The cost of any interim movement or re-siting (i.e. recovery and relaying) of Equipment from one

position to another as requested by the Hirer, after the initial laying and prior to the final recovery shall be borne by the Hirer. Only with the express prior written permission of the Owner shall the Hirer move or reposition the Equipment himself.

- (e) The Hirer shall provide at the request of the Owner, and at his own cost, any plant, materials or labour, which may be required to assist in the preparation of the ground and laying and/or recovering of the Equipment and such work shall be carried out to the satisfaction of the Owner.
- (f) The cost of any cramage, materials or labour provided shall be borne by the Hirer.
- (g) Vehicles using the Equipment must not exceed 5 miles per hour or any lower speed stipulated by any site signs. The Owner may specify in the Quotation, the Hire Contract or in the site plan or by any other notice to the Hirer which vehicles and loads are suitable and unsuitable for use on Equipment once laid. In any event, tracked vehicles must not use the Equipment, without the Owner's prior consent in writing. If necessitated by the site conditions, special restrictions on the type of vehicle used and the load it carries will be laid down by the Owner and notified to the Hirer in writing. The Hirer shall be responsible for providing adequate hardstanding where vehicles enter upon and leave the Equipment. Subject to clause 13 (a) below, the Owner accepts no responsibility for damage to vehicles or plant or any other loss or damage howsoever arising as a result of their using Equipment.
- (h) The Hirer shall not remove, deface or cover up the Owner's nameplates or marks on the Equipment, which indicate that it is the property of the Owner.

8. Servicing and Inspection

The Hirer shall at all reasonable times allow the Owner, his agent, or his insurers to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit the convenience of the Hirer. The Hirer shall be charged an amount for such visit as the Owner shall reasonably determine.

9. Repairs and Adjustments

Except in the case of repairs undertaken by the Owner's operator or driver, the Hirer shall not repair or attempt to repair the Equipment unless specifically authorised in writing by the Owner. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been specifically authorised in writing by the Owner. The Owner undertakes to deal with all necessary repairs as quickly as is reasonably possible.

10. Breakdown

- (a) Full allowance will be made to the Hirer for any stoppages due to breakdown of Equipment caused by the Owner's negligence, the development of what is (in the Owner's sole opinion) an inherent fault or fair wear and tear in the Equipment and for all stoppages for normal running repairs in accordance with the terms of the Hire Contract. The allowance will be calculated by a reduction in the hire charge proportionate to the extent of Equipment and the period of time it is affected.
- (b) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the Equipment and shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to any event other than that contemplated by clause 10(a) above, including but not limited to the Hirer's negligence, misdirection or misuse of the Equipment, whether by the Hirer or his servants, and for payment of hire at the appropriate rate during the period Equipment is idle due to such breakdown.
- (c) The Hirer shall not modify the Equipment without the prior written authority of the Owner.

11. Other Stoppages

- (a) In the event of site conditions deteriorating to the extent that, in the sole opinion of the Owner's representative, the Equipment is no longer fit for use, the Owner reserves the right to decide to suspend use of the Equipment. A standing charge will be made for such periods or until the Equipment is received back at the Owner's depot or other agreed location.
- (b) The Hirer shall be obliged to pay the charges as set out under clause 18 for stoppages through causes outside the Owner's reasonable control, including bad weather or adverse ground conditions and shall also be responsible for the cost or expense of recovering the Equipment from soft ground.

12. Loss of Use of Equipment or Other Plant due to Breakdown

Each item of Equipment specified within the Hire Contract is hired as a separate item and the failure of one or more items, through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of use of any other items (whether the property of the Owner or otherwise) used in conjunction therewith.

13. Limitations on Liability

- (a) No party excludes or limits its liability under these Terms and Conditions for (i) death or personal injury caused by its negligence, (ii) fraudulent misrepresentation; or (iii) any other type of liability which cannot by law be excluded or limited.
- (b) Subject to clause 13(a), the Owner limits its liability under these Terms and Conditions, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, as follows:
 - (i) the maximum liability of the Owner for all claims under these General Conditions shall not exceed the total sums paid or payable by the Hirer to the Owner under the Hire Contract in the 12-month period in which the claim or claims arise; and
 - (ii) the Owner shall not be liable for:
 - (A) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - (B) loss of data or use of data; or
 - (C) consequential, special or indirect loss or damage; even if such party has been advised of the possibility of such loss or damage.
- (c) The provisions of this clause shall survive the termination or expiry of this agreement.

14. Hirers Responsibility for Loss and Damage

- (a) During the continuance of the hire period, the Hirer shall make good to the Owner all loss or damage to the Equipment howsoever occurring and from whatever cause the same may arise, fair wear and tear excepted as provided in clause 10(a) herein, and shall also fully and effectually indemnify on demand the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising under statute or common law and in connection with the Hire Contract. In the event of loss or damage to the Equipment, hire charges shall continue until settlement has been effected.
- (b) Subject to clause 5d, the Hirer shall not attempt to dismantle or reposition any Equipment installed by the Owner nor to clean, remove accumulated soil, mud or the like from the Equipment without written permission from the Owner.
- (c) If the Owner considers that cleaning, repair or replacement of Equipment is necessary, then the Owner will notify the Hirer and in writing the full details of such damage and/or excessive cleaning charges within 5 working days and the Hirer shall have the right to inspect such Equipment at the Owner's depot or other location as notified to the Hirer by the Owner and make representations as

to the necessity of the cleaning, repairs, or replacements relating thereto, within 5 working days of written notification. Following any representations the Owner's decision will be final. If the Hirer fails to inspect or make representations within the timescale specified, he will be deemed to accept the necessity for any cleaning, repair or replacement and the charges relating thereto.

- (d) The Hirer covenants to insure the Equipment and ancillary equipment at their FULL REPLACEMENT COST THROUGHOUT THE HIRE PERIOD and produce evidence of such insurance to the Owner.
- (e) If required by the Owner or his representative, the Hirer shall provide 24-hour security patrols, in addition to insurance cover, and at his own cost, to the Owner's satisfaction.
- (f) Where Equipment is reported as lost or stolen and replacement is charged, should the Equipment subsequently be located and returned to the Owner by the Hirer in an acceptable condition, an appropriate credit will be issued. However, the period whilst the Equipment was missing will be chargeable at the Weekly Hire Rate and the issue of any credit is strictly subject to this clause.
- (g) Where Equipment is lost or not available for collection at the end of the hire period, the Hirer is responsible for the full replacement cost. In the event of damage to the Equipment, where in the sole opinion of the Owner, it can be economically repaired, the cost of any repairs will be charged to the Hirer. In all other instances full replacement cost will be chargeable.
- (h) The Hirer must maintain his security and insurance arrangements during any holiday or shut-down period and until the Equipment is collected by the Owner.
- (i) Equipment shall not be moved by the Hirer from the site to where it was delivered or the position at which it was laid by the Owner.

15. Notice of Accidents

If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's registered office, and in respect of any claim where the Hirer is not bound to fully and effectually indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior consent in writing

16. Sub-letting and Assignment

- (a) The Hirer shall not part with the possession, sub-let or lend the Equipment or any part thereof to any third party without first receiving the written permission of the Owner.
- (b) Any contract formed under clause 2(c) above and all rights under it may not be assigned by the Hirer nor held upon trust for any third party.

17. Return of Equipment for Repairs

If at any time after the date of delivery any item of the Equipment is in the sole opinion of the Owner in need of repairs, he may require the Hirer to stop further use thereof until such repairs have been carried out on site, or the Owner may arrange for such Equipment to be sent to a depot and in the latter event the Owner shall be entitled to replace such Equipment as soon as is reasonably practicable with similar Equipment, and the delivery of the substituted Equipment and the Hire Contract shall continue as if the substituted Equipment had been the subject thereof, or alternatively, the Owner shall be entitled to determine the Hire Contract forthwith in relation to the item of Equipment involved by giving written notice to the Hirer provided that if such determination, repair or replacement shall occur under this clause:

- (a) within three months from the date of delivery of such Equipment to site the Owner shall be liable for the cost of all transport involved including that for original loading and transport to site and for reloading and return transport of such Equipment or
- (b) more than three months from the date of delivery of such Equipment to site the Owner shall be

liable only for the cost of reloading and return of such Equipment.

Provided always that the Hirer and not the Owner shall be liable for the costs of Equipment repair, replacement, loading and/or transport if necessity for such arises as a result of an event other than as contemplated by clause 10(a) above including but not limited to the negligence, misdirection or misuse of such Equipment by the Hirer or any third party.

18. Basis for Charging

- (a) Equipment shall be hired out for a minimum period of one week or for any longer period as may be mutually agreed between the Owner and the Hirer and as provided for in the Hire Contract. The Hirer's obligation to make any payments under the Hire Contract shall survive any expiry or termination of the Hire Contract.
- (b) For any period of hire after the first week and only in the case of the hiring of barriers, the Weekly Hire Rate shall be charged irrespective of the number of hours worked. For any period of hire after the first week in relation to the hiring of all other Equipment, the Weekly Hire Rate shall be charged for each complete week and as follows for part of a week (where each 'day' shall be deemed to include whole days or part-days):-

Number Proportion of Weekly Hire Rate Payable

| | |
|-----|-----|
| 1 | 1/5 |
| 2 | 2/5 |
| 3 | 3/5 |
| 4 | 4/5 |
| 5-7 | 5/5 |

In the case of breakdown for which the Owner is responsible as provided for in clause 10(a) above, an allowance at the rate of one-fifth of the agreed Weekly Hire Rate will be made for each full working day broken down (and in this context half of a working day shall be rounded up to constitute a 'full working day'). No allowance will be made for breakdowns on Saturdays or Sundays or part of a working day where that part is less than half of a working day.

- (c) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time for laying and recovery vehicles.
- (d) Subject to clause 10(a) above, no allowance can be made should the Equipment not be in actual use at any time during the period of its hire.
- (e) The hire period will continue throughout any statutory holiday or construction industry shutdown, unless specifically agreed otherwise by the Owner in writing.

19. Notice of Termination of Contract

- (a) THE HIRE CONTRACT CAN ONLY BE TERMINATED BY THE HIRER ON THE TERMS OF THIS CLAUSE. The period for which the Equipment is hired cannot be fixed at the commencement of the Hire Contract. All periods of hire are for an indefinite period of time. If the Owner receives an order with a definitive off hire date and the Hirer wishes to extend the hire beyond this date, the Hirer must inform the Owner in writing and the Owner reserves the right to amend the hire rate. The Hire Period can only be extended with the agreement of the Owner.
- (b) The Owner will not accept any termination instructions from the Hirer at the time of placing the hire order.
- (c) The Hirer may only terminate the Hire Contract by not less than one working day's prior written notice to the Owner served at the Owner's address or by one working day's prior telephone notice to the Owner's operator provided they request and note a termination reference number and the

name of the Owner's operator concerned. In the event of the Hirer failing to give adequate notice to the Owner in accordance with this clause, the hire for the contractual notice period of one working day shall be chargeable.

- (d) The Owner may, without prejudice to any of its other rights arising hereunder or as a result of any breach by the Hirer of its obligations, forthwith upon giving notice terminate the Hire Contract:
 - (i) if the Hirer shall fail to observe or perform any material term or condition hereof and such default or breach (if capable of remedy) shall continue unremedied for 28 days or a shorter specified period as is reasonable after notice in writing from the Owner, specifying the breach, requiring the same to be remedied and specifying the time within which the breach must be remedied, has been given;
 - (ii) if an order is made, or a petition presented, or a resolution is passed for the winding-up of the Hirer except in the case of a voluntary winding-up for the purposes of a scheme of reconstruction or amalgamation the terms of which shall previously have been approved in writing by the Owner;
 - (iii) if an administration order is made, or a petition for such an order is presented, in respect of the Hirer;
 - (iv) if a receiver (or administrative receiver) is appointed in respect of the Hirer or all or any of its assets;
 - (v) if there is any material change in the management or ownership of the Hirer, which the Owner reasonably considers to be adverse to its own interests;
 - (vi) the Hirer stops payment or ceases to carry on its business or substantially the whole of its business;
 - (vii) the Hirer is unable to pay its debts with the meaning of section 123 of the Insolvency Act 1986;
 - (viii) if the Hirer commits a material breach of the Hire Contract and/or these Terms and Conditions, which is incapable of remedy;
 - (ix) following the expiry of five working days' prior written notice.
- (e) Telephone instructions to terminate the Hire Contract and/or notice given by the Hirer to the Owner's driver shall be of no effect until confirmed in writing in accordance with this clause 19.
- (f) Notwithstanding that the Hire Contract has been properly terminated in accordance with this clause, the Hirer shall ensure that the Owner may obtain access to the site to collect the Equipment for seven working days (or for such longer period as may be specified in the Hire Contract or by the Owner in writing to the Hirer) commencing on the day immediately after the notice of termination in accordance with these General Conditions expires.
- (g) For the avoidance of doubt the Hirer is fully responsible for all Equipment during the hire period and until the Equipment is collected from the site the Hirer must make all necessary arrangements in order to comply with the transport and collection requirements contained within the Hire Contract. The Hirer shall be fully responsible for losses or damages sustained to the Equipment during such period.
- (h) If cancellation of the Hire Contract occurs within 2 working days of the 'Hired from' date in the Hire Contract the Owner reserves the right to charge the Hirer 25% of the hire charge payable for the first week or the minimum order value stated in the Hire Contract. If cancellation of the Hire Contract occurs within 1 working day of the 'Hired from' date in the Hire Contract the Owner reserves the right to charge the Hirer 50% of the hire charge payable for the first week or the minimum order value stated in the Hire Contract.

20. Payment

- (a) Invoices may be rendered by the Owner at monthly intervals throughout the hire period and/or after the end of the hire period. Where account facilities have been granted in writing all invoices must be paid in accordance with agreed terms up to a maximum of 30 days from the date of the invoice, time being of the essence. Where no such facilities have been granted payment will be with

order or where previously agreed on delivery, time being of the essence. Without prejudice to any of the Owner's other rights, should the hirer fail to make payment in full on the due date, the Owner shall be entitled to charge interest (both before and after judgement) on the amount unpaid in accordance with Late Payment of Commercial Debts (Interest) act 1998

- (b) Should the Hirer fail to ensure prompt payment the Owner may arrange to collect and repossess all Equipment and ancillary equipment from site. If the Owner is unable to collect the Equipment, or any part thereof from the site, for any reason then such plant, or part thereof shall, at the Owner's sole option, be deemed to have been sold to the Hirer as at the date of collection or attempted collection at the full replacement cost of the items left unrecovered and the Owner shall invoice the Hirer accordingly, but title in the Equipment deemed to be sold shall not pass until all invoices rendered by the Owner have been paid in full. If any Equipment or ancillary equipment collected or received from the Hirer are in need of repair, replacement or cleaning, then the procedure set out in clause 14(c) will apply.
- (c) In the event of the Owner deeming it necessary to recover unpaid accounts, the Owner reserves the right to commence legal action to include all costs, expenses and interest charges in the claim.
- (d) Should the Hirer wish to query or dispute any part of any charge rendered, written notification must be given to the Owner within 10 working days of the date of the relevant invoice but in no event shall the Hirer be entitled to withhold payment of the relevant invoice or set off any such queried or disputed sums against any amounts owed by the Hirer to the Owner. Where the Owner agrees to credit the Hirer with any sums as a result of such a query or dispute an appropriate creditor refund will be issued.

21. Additional Charges

- (a) Where applicable, additional charges are the responsibility of the Hirer and shall be payable by the Hirer at the following rates:
 - i. Aborted Journey £600 per crew per day
 - ii. Resite panel £35.00 per panel (providing crew already on site)
 - iii. Resite panel £40.00 per panel (if extra site visit is required and subject to min extra charge of £1050)
 - iv. Standing Time £77.50 per hour per crew
 - v. Cleaning £30.00 per panel

Replacement cost of the equipment is available on requested

22. Severance

If any provision of these General Conditions is found by a court of law to be unenforceable for any reason, the remainder of them shall continue in full force and effect.

23. Survival of Provisions

The provisions of these General Conditions which are expressly or impliedly intended to survive the termination or expiry of the Hire Contract shall survive such termination or expiry.

24. Law

The Hire Contract shall be governed by and construed in accordance with English Law. The parties to this agreement irrevocably agree for the exclusive benefit of the Owner that the courts of England shall have exclusive jurisdiction over any claim or matter arising under or in connection with the Hire Contract and that accordingly any proceedings in respect of any such claim or matter may be brought in such courts. Nothing in this clause shall limit the right of the Owner to take proceedings against the Hirer in any other court of competent jurisdiction, nor shall the taking of proceedings in

any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25. Marketing

As part of the appointment of the owner as the supplier, you agree on behalf of the Hirer, to grant the Owner worldwide right in perpetuity, without approval or compensation, to use photographic or video image or likeness of the Equipment in situ for the Owner's reasonable commercial purpose.