

DATED _____ **2024**

(1) SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES

(2) MATTISON SCAFFOLDING LTD

**AGREEMENT FOR THE HIRE OF PLANT AT GRENFELL
TOWER, LONDON W11 1TG**

Contract Ref: CPD4126060

THIS AGREEMENT is made on

2024

BETWEEN:-

- (1) **SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES** of 2 Marsham Street, London, SW1P 4DF (the "**Hirer**"); and
- (2) **MATTISON SCAFFOLDING LTD** incorporated and registered in England and Wales with company number 06980311, whose registered office is at Leytonstone House, 3 Hanbury Drive, Leytonstone, London, E11 1GA (the "**Supplier**"),

each a '**Party**' and together the '**Parties**'.

WHEREAS:-

- (A) The Supplier is the owner of the Plant.
- (B) Wates Property Services Limited (formerly Wates Living Space (Maintenance) Limited) ("**Wates**") was instructed by the Hirer under a call off via the dangerous structures (DS) framework agreement originally entered into between Wates and, among others, the Royal Borough of Kensington and Chelsea dated 12 May 2015 for certain emergency works including but not limited to the supply, maintenance and repair of the Supplier's scaffolding at the Site. On 15 July 2019, Wates and the Hirer subsequently entered into a JCT intermediate building contract for the provision by Wates of such works and services to maintain the security and safety of the Site, following which Wates and the Supplier entered into a sub-contractor framework agreement dated 16 July 2019 for the continued use, maintenance and repair of the Supplier's scaffolding at the Site. On 16 November 2020, the scaffolding hire was extended until 12 November 2024 via an indefinite scaffold hire agreement entered into between Wates and the Supplier (the "**Indefinite Hire Agreement**").
- (C) The Indefinite Hire Agreement is due to expire by effluxion of time on 12 November 2024.
- (D) The Hirer wishes to continue to hire the Plant from the Supplier and receive the Service, in each case on the terms and conditions set out in this Agreement.
- (E) The Parties acknowledge that the Plant is already in operation at the Site (defined below).

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement, the following words shall have the following meanings unless the context otherwise requires:-

"Affiliates"	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, the Parties;
"Agreement"	means this Agreement and its Schedules;
"Applicable Laws"	means any law, statute, subordinate legislation, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, in each case which are relevant to this Agreement, the Plant and/or the Service (as applicable) and which are in force from time to time;

"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
"Control"	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and " Controls ", " Controlled " and " under common Control " shall be construed accordingly;
"Commencement Date"	means 13 November 2024;
"Confidential Information"	means all information and data disclosed by or on behalf of either Party (or its Affiliates) to the other (including its employees, officers, sub-contractors, advisors, representatives, Affiliates and agents) relating to its (or its Affiliates') operations, processes, plans, specifications, inventions, products, know-how, trade secrets, suppliers, contractors, customers or other business affairs, and any other information that would be regarded as confidential by a reasonable business person;
"Core Participant"	means a core participant as listed on the Grenfell Tower Inquiry website: https://www.grenfelltowerinquiry.org.uk/news/updated-list-core-participants (as amended from time to time);
"Defects"	means (i) scaffold tubes that are bent and/or have had their integral strength compromised; (ii) scaffold boards that are cut or otherwise materially damaged; (iii) scaffold fittings where nuts and bolts cannot move freely without the use of excessive force or at all; and (iv) tarpaulin that is ripped, torn or otherwise materially damaged;
"Extended Hire Period"	has the meaning given to it in Clause 3.2;
"Fair Wear and Tear"	means any deterioration in the condition of the Plant reasonably to be expected from its use by the Hirer on the basis such use will adopt the reasonable care, skill and diligence to be expected from an experienced and professional user and maintainer of the Plant, provided always that any Defects shall not constitute Fair Wear and Tear;
"Good Condition"	means free from Defects, but allowing for Fair Wear and Tear;
"Hire Period"	means the term of this Agreement, being the Initial Hire Period and any Extended Hire Period, subject to early termination in accordance with the terms of this Agreement;
"Hirer's Representative"	means [REDACTED] the Grenfell Programme Manager for the Department for Levelling Up, Housing and Communities, who is the person responsible for managing the Hirer's overall relationship with the Supplier;
"Initial Hire Charge"	means the hire charge of [REDACTED] which is payable by the Hirer to the Supplier for the Initial Hire Period;
"Initial Hire Period"	has the meaning given to it in Clause 3.1;
"Insolvency Event"	means the insolvency related events as listed in Clause 12.1.5 to 12.1.12 (inclusive);
"Level"	means any one (1) of the 26 lift hires in the upper and lower section of the scaffolding referred to at paragraph Error! Reference source not found. of Schedule 1;

"Plant"	means the scaffolding, which is in operation on the Site as at the Commencement Date, which the Supplier has agreed to hire to the Hirer, including any personnel, or anything which is supplied by the Supplier to effect the hire, and anything supplied by the Supplier for the safe operation and routine inspection and maintenance of the Plant;
"Service"	means the collection of the Plant by the Supplier as and when notified by the Hirer in accordance with the terms of this Agreement, in particular, when an entire Level of the Plant is off-hired or upon expiry or earlier termination of the Hire Period;
"Social Value Contribution"	[REDACTED]
"Site"	means the Grenfell Tower located on Grenfell Road, London, W11 1TQ;
"Supplier's Representative"	[REDACTED] a director of Mattison Scaffolding Ltd, who is the person responsible for managing the Supplier's overall relationship with the Hirer; and
"VAT"	means value added tax, as defined by the Value Added Tax Act 1994.

- 1.2 Unless otherwise stated, a reference to **writing** or **written** includes email.
- 1.3 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subordinate legislation made under that statute from time to time.
- 1.5 References to a **person** include a natural person, corporate or unincorporated body (whether or not with separate legal personality). A reference to a **Party** includes its personal representatives, successors or permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.8 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Words in the singular shall include the plural and, in the plural, include the singular and a reference to one gender shall include a reference to the other genders.
- 1.10 Headings are for ease of reference only and shall not affect the interpretation of construction of this Agreement. References to **Clauses** are, unless otherwise provided, references to Clauses of this Agreement.

2. **PLANT HIRE AND COLLECTION**

2.1 The Supplier shall:

- 2.1.1 hire the Plant to the Hirer for the Hire Period for use at the Site; and

2.1.2 provide the Service to the Hirer.

2.2 The Parties acknowledge that as at the Commencement Date, the Plant is located and in operation on the tower at the Site.

2.3 The Supplier shall not, other than in the exercise of its rights and obligations under this Agreement or any Applicable Laws, interfere with the Hirer's quiet possession of the Plant.

3. **HIRE PERIOD**

3.1 This Agreement and the hire of the Plant starts on the Commencement Date and shall continue for a period of five (5) years (the "**Initial Hire Period**"), when it shall terminate automatically without notice unless it has been extended in accordance with Clause 3.2 or 3.3, in which case, unless terminated earlier in accordance with the terms of this Agreement, it shall terminate at the end of the Extended Hire Period.

3.2 The Hirer shall have the option, at its sole discretion, to extend the Initial Hire Period for further periods (each an "**Extended Hire Period**") by providing at least one (1) week's prior written notice to the Supplier prior to the expiry of the Initial Hire Period or the then current Extended Hire Period (as applicable). Any such extension shall be in writing and subject to the terms of this Agreement and the Extended Hire Period shall come to an end when the Plant has been made available for collection by the Hirer in accordance with Clause 6.1.10.

3.3 If, upon expiry of the Initial Hire Period, the Hirer has not exercised its option to extend the Hire Period under Clause 3.2 but any Plant remains in use by the Hirer and/or has not been made available for collection by the Hirer in accordance with Clause 6.1.10, the Parties acknowledge that:

3.3.1 the Hire Period is deemed to have been extended automatically without notice on a rolling monthly basis until the date upon which the conditions set out in Clause 4.5 have been satisfied; and

3.3.2 such rolling monthly period(s) shall constitute an Extended Hire Period to which the payment obligations set out in Schedule 1 shall apply.

4. **HIRE CHARGES**

4.1 In consideration of the hire of the Plant for the Initial Hire Period and the Supplier's provision of the Service [REDACTED] and the Parties acknowledge and agree that the Initial Hire Charge shall be paid free of any withholdings, deductions and/or set-offs.

4.2 The Initial Hire Charge is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law, but is otherwise inclusive of all expenses and disbursements.

4.3 If the Hire Period is extended in accordance with the terms of Clause 3.2 or 3.3, the Hirer shall comply with the payment obligations in respect of each Extended Hire Period as set out in Schedule 1.

4.4 If the Hirer fails to pay the Initial Hire Charge, any Extended Hire Charges, or any other sums payable under this Agreement, by the due date for payment under this Agreement then the Hirer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment but subject always to the terms of Clause 24. The interest shall be paid at the rate of two

per cent (2%) per annum above the base lending rate from time to time of Barclays Bank plc.

4.5 The Hirer may give notice to terminate this Agreement once an Extended Hire Period has commenced, in accordance with Clause 3.2 or 3.3, provided always that the Hirer shall remain liable to pay the Supplier for the duration in which the Plant was hired up until the date upon which the Hirer has made the Plant available for collection from the Site in accordance with its obligations under this Agreement (and, in particular, its obligation under Clause 6.1.10).

4.6 Supplier has collected all Plant from Site in accordance with its obligations under this Agreement (and, in particular, its obligation under Clause 7.2), noting for the avoidance of doubt that the Hirer shall be required to prepare all Plant for collection by the Supplier in accordance with its obligations under this Agreement (and, in particular, its obligation under Clause 6.1.10).

5. **ACCESS TO SITE**

5.1 The Hirer shall provide the Supplier unobstructed access to and egress from the Site to the extent necessary for the performance of its obligations under this Agreement, provided that prior agreed appointments are arranged between the Parties.

5.2 The Supplier shall comply with the Hirer's on-site rules and procedures applicable to the Site at all times as notified to the Supplier in writing (including any other health and safety requirements).

5.3 Subject to Clause 5.1 and except where specifically otherwise provided, nothing in this Agreement shall be construed as granting any right of entry, licence or occupation to the Supplier and its employees or other personnel to the Site.

6. **THE HIRER'S OBLIGATIONS**

6.1 The Hirer shall, during the Hire Period:

6.1.1 be responsible (or appoint a sub-contractor to do the same) for maintaining the Plant in Good Condition in accordance with Clause 8;

6.1.2 take reasonable steps to keep acquainted with the state and condition of the Plant.

6.1.3 not use the Plant for any unlawful purpose;

6.1.4 be responsible for inspecting, testing, adjusting, repairing and/or replacing the Plant (or appoint a sub-contractor to do the same) so that it remains in Good Condition;

6.1.5 be responsible for all expense involved in inspecting, testing, adjusting, repairing or replacing the Plant during the Hire Period;

6.1.6 be deemed to have knowledge of the Site, the Site's access road and the property or land where the Plant is to be transported over or collected from;

6.1.7 provide the Supplier with periodic access to the Site, (via prior agreed appointments or otherwise agreed between the Parties), in order for the Supplier to observe the operation of the dismantling of the Plant;

- 6.1.8 not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant without the prior written consent of the Supplier and shall protect the same against distress, execution or seizure and shall indemnify the Supplier against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition.
- 6.1.9 not move the Plant from the Site without the prior written consent of the Supplier;
- 6.1.10 be responsible for dismantling the Plant one Level at a time, working from the top down, and storing the dismantled Level of the Plant at ground level on the Site in readiness for collection by the Supplier, giving the Supplier reasonable prior written notice to enable the Supplier to collect and load the Plant onto the Supplier's vehicles;
- 6.1.11 ensure that the ground level area on which the Plant shall be collected is suitable for storing the Plant and being traversed over by the Supplier's vehicles for the collection of the Plant;
- 6.1.12 be responsible for:
 - (a) any personnel provided by the Supplier to Site in connection with the Service and in particular the loading and collection of the Plant at the Site, who shall be deemed to be under the direction and control of the Hirer; and
 - (b) all claims arising in connection with such loading and collection of the Plant at the Site;
- 6.1.13 take all necessary care to avoid any interference with the operations and activities of the Supplier, its employees, agents, servants and contractors on Site.
- 6.1.14 perform its obligations under this Agreement in accordance with all Applicable Laws and generally recognised commercial practices and industry standards, in particular (but without limitation) those relating to health and safety, hygiene, health and welfare;
- 6.1.15 within a reasonable timeframe, notify the Supplier via email or in writing of the Plant which is no longer required due to any necessary modification to the Plant and make the unrequired Plant available for the Supplier to collect in accordance with Clause 6.1.10;
- 6.1.16 upon expiry or termination of this Agreement, allow the Supplier, its employees or its personnel access to the Site to collect the Plant at a time as reasonably agreed in advance; and
- 6.1.17 indemnify the Supplier against any liability and/or loss incurred by the Supplier in respect of the Hirer's failure to comply with its obligations under this Agreement, provided always that any such liability and/or loss is reasonably incurred and reasonable in amount and that the Supplier shall take all reasonable steps to mitigate any such liability and/or loss.

6.2 The Hirer shall:

- 6.2.1 appoint or, at the request of the Supplier, replace without delay, the Hirer's Representative, who shall have authority under this Agreement contractually to bind the Hirer on all matters relating to this Agreement; and
- 6.2.2 ensure that the same person, or other equivalent alternative in the event of illness, retirement or resignation of the Hirer's Representative, acts as the Hirer's Representative throughout the term of this Agreement.

7. THE SUPPLIER'S OBLIGATIONS

7.1 The Supplier shall, during the Hire Period:

- 7.1.1 perform its obligations under this Agreement with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and without delay and within any timescales agreed by the Parties;
- 7.1.2 co-operate with the Hirer in all matters relating to the Plant, and comply with all reasonable instructions of the Hirer, provided such instructions align with the terms of this Agreement;
- 7.1.3 ensure that all employees or other personnel involved in the performance of the Service are suitably skilled, experienced and qualified to carry out the Service and use reasonable skill and care in the performance of the Service;
- 7.1.4 not suffer or permit the Plant to be confiscated, seized or taken out of the Hirer's possession or control under any distress, execution or other legal process, and shall indemnify the Hirer on demand against all losses, costs, charges, damages and expenses incurred as a result of such events;
- 7.1.5 not, without the prior written consent of the Hirer, part with control of, sell or offer for sale, underlet or lend the Plant or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.6 perform its obligations under this Agreement in accordance with:
 - (a) all Applicable Laws, provided that if there is a change in the Applicable Laws following the Commencement Date which results in the Supplier incurring additional cost(s) in connection with the hire of the Plant and/or the Service, the Hirer shall reimburse the Supplier for any reasonable costs incurred following any such change(s);
 - (b) the Hirer's Site instructions, policies and procedures (as provided by the Hirer from time to time); and
 - (c) generally recognised commercial practices and industry standards, in particular (but without limitation) those relating to health and safety, hygiene, health and welfare;
- 7.1.7 obtain, and at all times maintain, all necessary licences and consents required for the performance of its obligations under this Agreement;
- 7.1.8 provide the Hirer with all necessary standard documentation, as agreed between the Parties, including but not limited to, an appropriate method statement and risk assessment (if applicable) for the collection of the Plant from the Site;

- 7.1.9 subject to the Hirer obtaining the Supplier's consent as to (i) the individual, body and/or organisation whom shall receive the Social Value Contribution and (ii) the purpose(s) for which the Social Value Contribution shall be used, ensure that it meets the Social Value Contribution;
 - 7.1.10 provide the Hirer in a timely manner, with such information in relation to the performance of this Agreement or the Plant as the Hirer may reasonably request;
 - 7.1.11 notify the Hirer immediately if it becomes aware of any health and safety incidents or hazards which relate to or arise in connection with the Plant and shall comply with the Hirer's instructions in relation thereto;
 - 7.1.12 ensure all vehicles entering or leaving the Site shall be clearly marked with the Supplier's name; and
 - 7.1.13 take all necessary care to avoid any interference with the operations and activities of the Hirer, its employees, agents, servants and contractors on Site.
- 7.2 Upon request from the Hirer to Supplier and subject to reasonable prior written notice in accordance with Clause 6.1.10, the Supplier shall at its own expense ensure collection of one Level of Plant (i) during the Hire Period where the Hirer no longer requires any particular elements of the Plant; (ii) at the end of the Hire Period; and/or (iii) upon earlier termination of this Agreement, provided always that the Supplier shall only be required to collect Plant under this Clause 7.2 once an entire Level of the Plant has been made available for collection by the Hirer in accordance with its obligations under this Agreement.
- 7.3 The Supplier shall:
- 7.3.1 subject to the prior written approval of the Hirer, appoint or, at the request of the Hirer, replace without delay, the Supplier's Representative, who shall have authority under this Agreement contractually to bind the Supplier on all matters relating to this Agreement; and
 - 7.3.2 ensure that the same person, or other equivalent alternative in the event of illness, retirement or resignation of the Supplier's Representative, acts as the Supplier's Representative throughout the term of this Agreement.
- 7.4 Subject to Clause 7.5, the Supplier shall be liable for and shall indemnify the Hirer against any liability incurred by the Hirer in respect of the Supplier's failure to comply with its obligations under this Agreement.
- 7.5 The Supplier's indemnity against the Hirer's liability incurred as contemplated under Clause 7.4 shall be limited to any reasonable amount(s) reasonably incurred by the Hirer, and the Hirer shall take all reasonable steps to mitigate any such liability.
- 8. CONDITION OF THE PLANT**
- 8.1 On the Commencement Date, the Plant shall be deemed to be in Good Condition.
- 8.2 The Hirer shall be responsible for maintaining the Plant in Good Condition (at its own expense), save for fair wear and tear, until upon return of any unused Plant and/or upon expiry or termination of the Hire Period, make such part(s) of the Plant available for collection by the Supplier at a ground floor area of the Site.

- 8.3 Upon collection by the Supplier of any Plant at the Site, the Hirer will provide facilities for the Supplier to inspect the Plant for any Defects on the Site. If the Supplier identifies any Defects on the Site, it shall promptly notify the Hirer of the same so that the Defects may be agreed. Following such notification and agreement of the Defects, the Hirer shall within 28 calendar days replace at its sole cost such Plant as is affected by any Defects with new plant in not less than Good Condition and make such new plant available for collection by the Supplier at the Site or such other location as the Parties may agree.
- 8.4 If the Parties are unable to agree whether any items of Plant are affected by Defects, either Party may refer the matter to a third party expert, to be appointed by the Construction Plant-Hire Association (acting through its President or Chief Executive) and the expert's decision as to whether any items of Plant are affected by Defects will be final and binding on the Parties and the Parties shall give effect to such decision for the purpose of Clause 8.3. Any such expert reference will adopt the procedure set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998 and the expert shall have the powers conferred by those Regulations as if he were an adjudicator.
- 9. TITLE, RISK AND INSURANCE**
- 9.1 The Plant shall at all times remain the property of the Supplier, and the Hirer shall have no right, title or interest in or to the Plant (save the right to possession and use of the Plant subject to the terms and conditions of this Agreement).
- 9.2 On the Commencement Date, the risk of loss, theft, damage or destruction of the Plant shall be with the Hirer.
- 9.3 On the agreed date of collection for any unused Plant during the Hire Period or collection for any Plant following expiry of the Hire Period or termination of the Agreement, the risk of loss, theft, damage or destruction of the Plant shall transfer to the Supplier once collected in accordance with Clause 7.2.
- 9.4 During the Hire Period, the Hirer or its contractors shall, at its own expense, obtain and maintain with reputable insurance companies the following insurances:
- 9.4.1 insurance of the Plant to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident;
 - 9.4.2 [REDACTED]
 - 9.4.3 [REDACTED]
 - 9.4.4 insurance against such other or further risks relating to the Plant as may be required by law.
- 9.5 During the Hire Period, the Hirer or its contractors shall not cancel or make any material change of any insurance policy (including any reduction in coverage or policy amount) without first obtaining written consent from the Supplier.
- 9.6 Upon request by the Supplier, the Hirer shall, within a reasonable timeframe, provide to the Supplier documentary evidence that all such insurances as the Hirer is required to take out and maintain under Clause 9.4 have been taken out and are being maintained.
- 9.7 The Supplier shall provide the Hirer or its contractors with any information reasonably required to enable the Hirer or its contractors to insure and maintain the insurances required under Clause 9.4 and make any claims.

10. **WARRANTY**

10.1 Each Party represents and warrants to the other that:

- 10.1.1 it has the power: (i) to execute this Agreement and any other documentation relating to this Agreement to which it is a Party; and (ii) to perform its obligations under this Agreement and has taken all necessary action to authorise that execution, delivery and performance;
- 10.1.2 all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) that are required to enable it to fulfil any of its obligations under this Agreement have been obtained and are being maintained in full force and effect;
- 10.1.3 it has negotiated, entered into and executed this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise); and
- 10.1.4 it has entered into this Agreement with a full understanding of the material terms and risks of this Agreement and it is capable of assuming those risks.

11. **LIMITATION OF LIABILITY**

11.1 Nothing in this Agreement shall exclude or limit either Party's liability for:

- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- 11.1.2 fraud or fraudulent misrepresentation, wilful default, wilful misconduct, reckless default, reckless misconduct (including abandonment) or negligence; or
- 11.1.3 any other liability that cannot be excluded or limited under Applicable Laws.

11.2 Subject to Clause 8.3 and 11.1, the Hirer's total liability under or in connection with this Agreement shall:

[REDACTED]

TRANSPORTATION OF PLANT

11.3 Subject to Clause 11.4, the Supplier shall be responsible for all transportation and other associated costs in relation to the collection of the Plant from the Site to the Supplier's depot or other agreed location during the Hire Period and upon expiry or termination of the Hire Period.

11.4 In the event that the Hirer instructs the Supplier to collect any Plant to be stored temporarily for later re-delivery to Site (either in whole or in part), the Hirer shall reimburse the Supplier for any reasonable costs incurred in connection with such instruction (including but not limited to storage costs).

12. **TERMINATION AND SUSPENSION**

12.1 The Hirer may terminate this Agreement at any time by giving notice in writing to the Supplier:

- 12.1.1 if there is a change in the Government's position on the Site which would mean that there is no requirement for the Plant to be hired by the Hirer;

- 12.1.2 if the Supplier commits a material breach of this Agreement and such breach is not remediable, or the breach is not remedied within 30 days of receiving written notice of such breach;
 - 12.1.3 if the Supplier commits any act which brings or is likely to bring the Hirer into disrepute or which damages or is likely to damage the Hirer's interests;
 - 12.1.4 if any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under this Agreement;
 - 12.1.5 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Supplier;
 - 12.1.6 if the Supplier makes any voluntary arrangement, composition, compromise or arrangement with its creditors;
 - 12.1.7 if the Supplier enters into any restructuring plan, composition, compromise or other arrangement with its creditors or members the purpose of which is to eliminate, reduce, prevent or mitigate the effect of any financial difficulties;
 - 12.1.8 if the Supplier has an administrator, liquidator, nominee, supervisor, monitor or similar officer appointed;
 - 12.1.9 if the Supplier has an order made or resolution passed for its winding-up, dissolution, administration or reorganisation (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on it);
 - 12.1.10 if any document is filed at court initiating or applying for a moratorium or order is made for a moratorium to come into force;
 - 12.1.11 if anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Supplier; or
 - 12.1.12 if the Supplier ceases or threatens to cease to carry on business.
- 12.2 Without prejudice to the Hirer's other rights or remedies under this Agreement or otherwise, if the Supplier suffers an Insolvency Event then the Supplier shall, upon written request from the Hirer, novate this Agreement (in whole or in part and including all or any of the Supplier's rights and obligations under this Agreement) to a replacement supplier of the Hirer's choice (the form of novation agreement being standard and agreed by the Parties (acting in good faith)).
- 12.3 The Hirer may terminate this Agreement with immediate effect via written notice to the Supplier if the Supplier undergoes a change of Control pursuant to which a Core Participant has Control of the Supplier.
- 12.4 The Supplier may terminate this Agreement by written notice to the Hirer if the Hirer commits a material breach of this Agreement and such breach is not remediable, or the breach is not remedied within 30 days of receiving written notice of such breach;
13. **CONSEQUENCES OF TERMINATION**
- 13.1 Upon termination of this Agreement for any reason:

- 13.1.1 the Hirer is responsible to pay any properly due and owing fees to the Supplier under this Agreement;
 - 13.1.2 the Hirer, its employees, its contractors or other personnel is responsible for dismantling the Plant from its operation on the Site and any associated costs related to this;
 - 13.1.3 the Hirer is responsible for making the Plant available for collection which can be accessed appropriately at ground level by the Supplier;
 - 13.1.4 the Hirer must give the Supplier or the Supplier's employees or other personnel, unobstructed access to collect the Plant;
 - 13.1.5 the Supplier is responsible for collecting the Plant from the Site, at a time and date as agreed between the Parties, and any associated costs related to this; and
 - 13.1.6 the Hirer is responsible for leaving the ground floor area used for the loading of the Plant at the Site clean and tidy after loading and transportation of the dismantled Plant.
- 13.2 On termination of this Agreement for any reason, each Party shall immediately deliver to the other Party all Confidential Information provided for the purposes of this Agreement.
- 13.3 On termination of this Agreement (however arising) the accrued rights of the Parties as at termination shall not be affected and any conditions which are intended to survive termination, whether expressly or by implication, shall continue in full force and effect.
- 13.4 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of the Parties at any time up to the date of termination.
- 14. CONFIDENTIALITY AND ANNOUNCEMENTS**
- 14.1 Subject to Clause 14.2, each Party shall not disclose any Confidential Information relating to the other Party and will not use the Confidential Information for any purpose other than in the performance of this Agreement unless otherwise agreed in advance by the Parties in writing.
- 14.2 The obligation of confidentiality referred to in Clause 14.1 shall not apply to any information which is:
- 14.2.1 already in the public domain or otherwise ceases to be of a confidential nature other than as a result of a disclosure by either Party in breach of this Agreement;
 - 14.2.2 lawfully disclosed to a Party by a third party who is not subject to an obligation of confidentiality, and without an obligation of confidentiality being placed upon the Party; or
 - 14.2.3 required to be disclosed by law, an order of a court of competent jurisdiction or the legally binding rules of any stock exchange.

- 14.3 To the extent necessary to perform this Agreement, either Party may disclose the other Party's Confidential Information to its Personnel as may reasonably be necessary, provided that the Party shall:
- 14.3.1 before disclosure, make such of its Personnel aware of their obligations of confidentiality under this Agreement; and
 - 14.3.2 at all times procure compliance with the confidentiality obligations under this Clause 14;
- 14.4 This Clause 14 shall apply during the continuance of this Agreement and after its termination howsoever arising without limitation in time.
- 14.5 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.
15. **VARIATION**
- No variation of this Agreement shall be effective unless it is in writing and signed by both Parties by their authorised representatives.
16. **ASSIGNMENT AND SUBCONTRACTING**
- Either Party shall not assign transfer, sub-contract or deal in any other manner with any or all of its rights or obligations under or arising from this Agreement without the prior written consent of the other Party.
17. **NO PARTNERSHIP OR AGENCY**
- The Hirer and Supplier are independent contractors contracting on their own behalf. Nothing in this Agreement is intended to or shall be deemed to establish or imply any agency, partnership, joint venture, or employee/employer relationship between the parties. No Party shall have authority to act as agent for, or to bind, the other Party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
18. **ENTIRE AGREEMENT**
- 18.1 This Agreement constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein.
- 18.2 No terms or conditions other than as specifically set forth in this Agreement shall be deemed to be incorporated or form part of the Agreement or shall otherwise govern the relationship between the Supplier and the Hirer in relation to the hire of the Plant.
- 18.3 This excludes all other terms or conditions which either Party may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations, or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the other Party.

- 18.4 Each Party expressly acknowledges and agrees that in entering into this Agreement they are not relying on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement or any documents entered into pursuant to it.

19. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

20. **NOTICES**

- 20.1 Any notice required to be given under this Agreement or in connection shall be in writing and shall either be delivered (i) by pre-paid first-class post or airmail (as shall be applicable) to the other Party at the address as set out above or such other address as that Party may notify the other from time to time in writing; or (ii) to the email address detailed below in Clauses 20.1.1 to 20.1.2.

- 20.1.1 Any notice relating to the day to day operations of this Agreement shall be sent to:

[REDACTED]

- 20.1.2 Any notice relating to any breach or alleged breach, demand or claim for payment or termination or suspension or potential termination or suspension shall be sent to:

[REDACTED]

20.2 Receipt of notices

- 20.2.1 A correctly addressed notice sent by pre-paid first-class post shall be deemed to have been received two (2) Business Days after the day it was posted.
- 20.2.2 A correctly addressed notice sent by airmail (in the instance of international post) shall be deemed to have been received five (5) Business Days after the day it was posted.
- 20.2.3 If the notice is transmitted by email it shall be sent to such email address as set out in Clauses 20.1.1 to 20.1.2 or as notified by one Party to the other from time to time and shall be deemed to be received on the date on which the transmission was completed to the designated addresses provided that if the time of such deemed receipt is either after 16:00 hours on a Business Day or on a day other than a Business Day, receipt shall be deemed to have occurred instead at 10:00 hours on the next following Business Day.
- 20.3 This Clause 20 does not apply to the service of any proceedings or other subsequent documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. **WAIVER**

- 21.1 Failure, omission or delay by either Party in enforcing any right, power, remedy by law or under this Agreement will not be construed as a waiver of that right, power or remedy,

nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 21.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement by either Party shall prevent any future exercise of it or the exercise of any other right, power or remedy by such Party
- 21.3 Each express right or remedy of the Parties under this Agreement is without prejudice to any other right or remedy of the Parties.

22. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts. Any single counterpart or set of counterparts executed by both Parties shall constitute the full and original Agreement for all purposes.

23. **SEVERANCE**

- 23.1 If any provision (or part of any provision) of this Agreement is or becomes invalid, illegal or unenforceable for any reason by any court of competent jurisdiction the remainder of the provisions of this Agreement shall continue in full force and effect.
- 23.2 If any provision (or part of any provision) of this Agreement is or becomes invalid, illegal or unenforceable for any reason by any court of competent jurisdiction but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

24. **EQUITABLE RELIEF**

Each Party recognises that any breach or threatened breach of this Agreement may cause the other Party irreparable harm for which damages may not be an adequate remedy. Accordingly, each Party acknowledges and agrees that the other Party is entitled, in addition to any other remedies and damages available to it, to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25. **GOVERNING LAW AND JURISDICTION**

- 25.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.
- 25.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES** by

.....
Signature

.....
Name

.....
Position

Signed for and on behalf of **MATTISON SCAFFOLDING LTD** by

.....
Signature

.....
Name

.....
Position

SCHEDULE 1

PAYMENT SCHEDULE

1. Subject to paragraph 3 of this Schedule 1, if this Agreement is extended beyond the Initial Hire Period, the Hirer shall pay a rate of [REDACTED] per week which shall be paid free of any withholdings, deductions and/or set-offs and is payable monthly in arrears for its hire of the Plant (the “**Extended Hire Charge**”).
2. The Extended Hire Charge is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law, but is otherwise inclusive of all expenses and disbursements.
3. Once an entire Level of the Plant has been made available for collection by the Hirer, the Extended Hire Charge shall be reduced on a pro-rata basis, based on the formula set out below:

HIGHER SECTION EXAMPLE: [REDACTED]

LOWER SECTION EXAMPLE: [REDACTED]