

Crown Commercial Service

Equipment Hire Contract

THIS AGREEMENT is made the 1st day of September 2023

PARTIES:

1. **Ministry of Justice, working on behalf of the Home Office** and whose offices are located at 102 Petty France, London SW1 acting as part of the Crown (the "**Hirer**"); and
2. **Speedy Asset Services Limited**, which is a company, incorporated in and in accordance with the laws of England and Wales (Company No. 06847930) whose registered office address is at Chase House, 16 The Parks, Newton Le Willows, Merseyside, WA12 0JQ (the "**Supplier**").

BACKGROUND

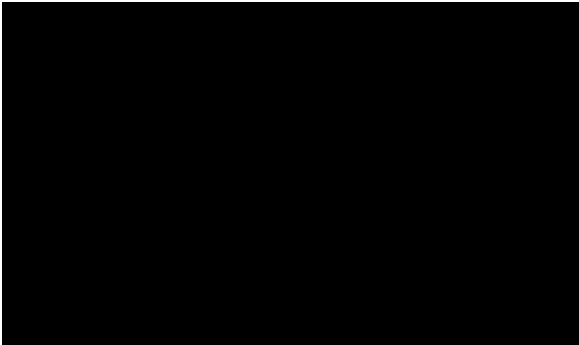
- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for supply and hire of building materials and equipment for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number RM 6157) which is dated 27 July 2021 (the "**Framework Agreement**").
- (C) On the 18th August 2023 the Hirer, acting as part of the Crown, and in the Framework Agreement is identified as a "Contracting Authority" invited the Supplier along with other framework suppliers under Lot 9 – Building Construction Tools and Equipment - HIRE to provide acknowledgement of their interest in the project to supply for hire of marquees, flooring, roofing and other associated items via an expression of interest.
- (D) On the 21st August 2023, the Supplier submitted a response to the EOI and was subsequently selected by the Hirer under Lot 9 – Building Construction Tools and Equipment - HIRE to supply Marquees, flooring, roofing and other associated items.
- (E) The Supplier has agreed to supply the Equipment in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Hirer will hire the Equipment and pay the Supplier the amount due in accordance with the Particulars and the Agreed Terms.
2. The Supplier will supply and deliver the Equipment for hire in accordance with the Particulars and the Agreed Terms.

Executed under hand

Signed by



Aug 31, 2023

Authorised signatory
for and on behalf of Speedy Asset Services Limited

THE SECURETARY OF STATE FOR JUSTICE

Of

Ministry of Justice

4th Floor, 102 Petty France

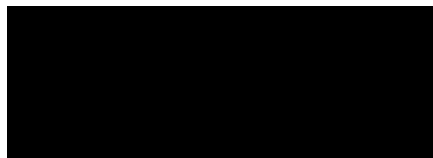
London, SW1H 9AJ

("the Client")

Authorised signatory

Signature

Name



Aug 31, 2023

PARTICULARS

Equipment Schedule:

As per Appendix A - Equipment Schedule and associated Charges.

Rental Period (from the Commencement Date):

1st September 2023, for an initial hire period of 28 months (Until 31st December 2025).

Extension Options

This agreement has no extension options.

Site:

the Hirer's premises at

Manston Airport,
Manston Road,
Ramsgate
CT12 5BQ

Delivery Date(s):

1st September 2023

Rental Payments, invoice dates, payment dates and basis of charging:

The Contractor will raise invoices on a monthly basis at the end of each month for the charges incurred in that month.

The invoice needs to quote the following invoice number: TBC

The payments are to be made 30 days in arrears.

The charges are to be as per the rates in the attached Appendix A - Equipment Schedule and associated Charges.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Governing Law and Dispute Resolution:

Law: England & Wales

Dispute Resolution: Arbitration applies

Arbitration:

The arbitration procedure is as per the Framework Alliance Agreement.

The place where arbitration is to be held is to be confirmed when arbitration is initiated. For the avoidance of doubt if it is to be a court, then it must be a court of England and Wales.

The person or organisation who will choose an arbitrator if the parties cannot agree a choice or if the arbitrator procedure does not state who selects an arbitrator is the President of the Royal Institute of Chartered Surveyors.

Litigation:

Courts of England & Wales

Special Conditions:

No special conditions to be inserted at this time.

AGREED TERMS

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement.

Additional Rental Period: any period additional to the Rental Period

Commencement Date: the date that the Hirer takes Delivery of the Equipment.

Conditions: these terms and conditions.

Delivery: the delivery to, unloading and transfer of physical possession of the Equipment to the Hirer at the Site.

Delivery Date: the date(s) for delivery of the Equipment identified in the Particulars or any other dates notified by the Hirer in writing.

Equipment: the items of equipment listed in the Particulars or in any separate list referred to in the Particulars, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Law: means any and all requirements pursuant to any Act of Parliament, any instrument, rule or order made under any Act of Parliament, any subordinate legislation within the meaning of Section 21(i) of the Interpretation Act 1978, any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, or directives or requirements of any regulatory body with which the Supplier is bound to comply, mandatory guidance or code of practice, judgment of a relevant court of law, or any regulation or byelaw of any local authority.

Payment Schedule: the details in the Particulars setting out the sums payable under this agreement, the invoice dates, payment dates and basis of charging.

Rental Payments: the payments made by or on behalf of Hirer for hire of the Equipment.

Rental Period: the period of hire as set out in clause 4 (Rental Period).

Site: the Hirer's premises as detailed in the Particulars.

Total Loss: due to the Hirer's default the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Working Day: a day other than a weekend or public holiday.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

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

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 a reference to a party or the parties is a reference to a party or the parties to the agreement and references to a party shall include its successors in title and permitted assigns;
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time or it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail but not fax.
- 1.10 References to clauses are to the clauses of this agreement.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of the contract

Any terms and conditions of the Supplier are superseded, are of no effect and do not form part of or apply to the agreement in any circumstances unless and to the extent incorporated as Special Conditions. The terms and conditions of the agreement may only be amended or varied in writing and signed by the Hirer.

3. Equipment Hire

- 3.1 The Supplier shall hire the Equipment to the Hirer subject to the terms and conditions of this agreement.
- 3.2 The Supplier shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Equipment.

3.3 All requests for new, amendments and/or decommissions of equipment and supporting items are subject to written requests and confirmations from both site management and MoJ Commercial teams. Failure to adhere to this procedure may result in delayed payment of invoices.

3.4 All additional pricing (outside of the agreed contract pricing shown in Appendix A) must be agreed in writing prior to delivery and/or installation. Failure to do so may result in delayed payment of invoices.

4. Rental Period

4.1 The Rental Period starts on the Commencement Date and shall continue for the period stated in the Particulars unless this agreement is terminated earlier in accordance with its terms.

4.2 In the event that the Hirer requires the use of the Equipment for an Additional Rental Period, the Hirer shall make a request in writing to the Supplier for such additional use.

5. Rental Payments

5.1 The minimum payment shall be the full hire for a minimum period of one day/8 hours.

5.2 The Supplier shall submit invoices to the Hirer and the Hirer shall pay the Rental Payments to the Supplier in accordance with the Payment Schedule. The Hirer shall also pay to the Supplier the Rental Payment for the use of the Equipment for any Additional Rental Period.

5.3 The Supplier must facilitate payment by the Hirer of the Rental Payments under any method agreed with the Hirer in the Particulars. The Supplier must facilitate a change of payment method during the term of any agreement. The Supplier shall not charge the Hirer any fees for the use of any payment method or for a change of payment method during the term of the agreement

5.4 The Rental Payments are 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.

5.5 The Hirer may deduct from the Rental Payments the proportionate sum in respect of:

- (a) any item of the Equipment which is rejected by the Hirer until such rejected Equipment is repaired or replaced;
- (b) any period during which any item of the Equipment is unable to be used by the Hirer due urgent repairs required by the Supplier or its insurers;

- (c) breakdown periods recorded by the Hirer resulting from defects or faults in any item of the Equipment except where breakdown is due to the misuse, neglect, alteration or mishandling of the Equipment by any person other than the Supplier's authorised personnel.

5.6 If the Hirer fails to make a payment due to the Supplier under this agreement by the payment date, then, without limiting the Supplier's remedies under clause 100 (Termination), the Hirer shall pay interest on the overdue sum from the payment date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 3% a year above the Bank of England's base rate from time to time.

6. Delivery, unloading and collection

6.1 Delivery and unloading of the Equipment shall be made by the Supplier and shall be accompanied by comprehensive instructions as to the use, handling, storage and safety of the Equipment and a copy of any inspection report required under the relevant Law. Unless otherwise agreed in writing, the Supplier shall provide and direct any personnel supplied by the Supplier for unloading.

6.2 The costs of delivery and unloading of the Equipment and collection at the end of the Rental Period are deemed to be included in the Rental Payments save to the extent detailed in the charges in Appendix A.

6.3 The Supplier shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. The Supplier shall report any delay or anticipated delay to Delivery and its cause to the Hirer as soon as reasonably practicable and shall keep the Hirer fully informed with dates of anticipated actual Delivery and the Supplier shall use all reasonable endeavours to eliminate and/or reduce such delay or cause of delay.

6.4 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. The Supplier shall upon delivery provide an advice note showing the Contract number, date of delivery, the quantity and full description of the Equipment delivered. The Supplier shall upon delivery obtain a receipt for the Equipment signed by an authorised signatory of the Hirer to confirm that delivery has been effected but such receipt shall not be construed as confirmation by the Hirer that the Equipment delivered is of the correct quality, quantity, specification and/or is in accordance with the agreement and shall in no way diminish the liability of the Supplier under the agreement.

6.5 The Hirer shall make the Equipment available for collection at the end of the Rental Period or on a date agreed by the parties in the event of earlier termination of this agreement and allow the Supplier access to the Site or any premises where the Equipment is located for the purpose of collecting the Equipment. Unless otherwise agreed in writing, the Supplier shall provide and direct any personnel supplied by the Supplier for collecting the Equipment. If the Equipment is not made available for collection at the end of the Rental Period or as agreed between the parties, the Rental Period shall be deemed to be extended until the

Equipment is made available for collection. The Hirer shall deliver up the Equipment in good order (fair wear and tear excepted).

- 6.6 To facilitate Delivery and collection, the Hirer shall provide any reasonable facilities and access notified to Hirer by the Supplier in advance in order to enable Delivery and collection.

7. Title and risk

- 7.1 The Equipment shall at all times remain the property of the Supplier, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any Additional Rental Period until such time as the Equipment is redelivered to or collected by the Supplier. The Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Equipment from whatever cause the same may arise, fair wear and tear excepted.

- 7.3 Notwithstanding clause 7.2 above the Hirer shall not be responsible for damage, loss or injury arising:

- (a) prior to Delivery of any Equipment to the Site
- (b) during the unloading or collection of the Equipment by the Supplier
- (c) after the Equipment has been removed from the Site by or on behalf of the Supplier

- 7.4 The Hirer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment or injury to any person or property arising out of or in connection with the Hirer's possession or use of the Equipment.

8. Hirer's responsibilities

- 8.1 The Hirer shall during the term of this agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
- (b) not attempt itself to repair the Equipment in the event of it suffering damage or breakdown or requiring maintenance or repair, and shall immediately notify the Supplier of the same;
- (c) make no alteration to the Equipment;

- (d) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent or at all times keep the Equipment in the possession or control of the Hirer and keep the Supplier informed of its location;
- (a) permit the Supplier, his agents or its insurers at all reasonable times to have access to the Equipment to inspect, test, adjust, repair or replace the same provided that In the event that the Supplier or its insurers consider that urgent repairs to any of the Equipment are necessary the Supplier shall be obliged to replace such Equipment with equivalent Equipment without any additional charge to the Hirer;
- (b) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (c) not knowingly use the Equipment for any unlawful purpose;
- (d) not remove any visible sign attached to the Equipment identifying the Equipment as being the Supplier's property.

8.2 Fuel, oil and grease shall, when supplied by the Supplier, be charged at net cost [REDACTED] and when supplied by the Hirer, shall be of a grade or type specified by the Supplier. The Hirer shall be solely responsible for all damages, losses, costs and expenses incurred by the Supplier if the Hirer uses the wrong fuel, oil or grease.

8.3 The cost of re-sharpening or replacement of drill bits, blades and other ancillary items due to fair wear and tear shall be borne by the Hirer

8.4 The Hirer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors.

9. Warranty and defects

9.1 The Supplier warrants that the Equipment shall substantially conform to its specification and/or any sample (as made available by the Supplier) and shall:

- (a) be of satisfactory quality, free from defects and fit for any purpose for which such Equipment is commonly used and/or for any special purposes which are notified to the Supplier;
- (b) comply with all applicable Law in relation to safety and with all relevant British Standards.

9.2 If at any time the Hirer considers that any of the Equipment is defective and/or not in accordance with the agreement the Hirer may reject any such Equipment. The Supplier shall free of charge and within a

reasonable time replace any such rejected Equipment and/or remedy any defect or fault in the rejected Equipment, provided that:

- (a) the Hirer notifies the Supplier of any such rejection in writing within ten (10) Working Days of the defect or fault occurring or of the Supplier becoming aware of the defect or fault or that the Equipment is not in accordance with the agreement;
- (b) the Supplier is permitted to make a full examination of the rejected Equipment;
- (c) the defect or fault did not materialise as a result of misuse, neglect, alteration or mishandling by any person other than the Supplier's authorised personnel.

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

9.4 If the Supplier fails to replace any rejected Equipment or remedy any defect or fault in the rejected Equipment in accordance with clause 9.1, the Supplier shall, at the Hirer's request, collect part or all of the rejected Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement.

9.5 The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Equipment due to the Hirer's misuse, neglect, alteration or mishandling of the Equipment.

10. Termination

10.1 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Hirer if:

- (a) the Hirer fails to pay any amount due under this agreement on the payment date and remains in default not less than 28 days after being notified in writing to make such payment;
- (b) the Hirer does or causes to be done or permit or suffer any act or thing whereby the Supplier's rights in the Equipment may be prejudiced or put into jeopardy which is irremediable or (if such act or thing is remediable) fails to remedy that act or thing within a period of 28 days after being notified in writing to do so.

10.2 Without affecting any other right or remedy available to it, the Hirer may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) any of the Equipment does not comply with all applicable Law in relation to safety;

- (b) the Supplier commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so.
- 10.3 Without affecting any other right or remedy available to it, the Hirer may terminate this agreement for convenience by giving 7 days' written notice to the Supplier.
- 10.4 This agreement shall automatically terminate if a Total Loss occurs in relation to the whole of the Equipment.
- 10.5 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry. The Supplier's obligations under clauses 13 and 17 shall survive termination or expiry of this agreement for any reason.

11. Consequences of termination

- 11.1 Upon termination of this agreement under clause 10.1:
 - (a) the Supplier's consent to the Hirer's possession of the Equipment shall terminate and the Supplier may, upon giving 7 days' notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
 - (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Supplier within 28 days of demand:
 - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.6;
 - (ii) any reasonable costs and expenses incurred by the Supplier in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.2 The sums payable pursuant to clause 11.1(b) shall be agreed compensation for the Supplier's loss and the Hirer shall have no other liability arising from or in connection with the termination.
- 11.3 Upon termination of this agreement under clause 10.2:
 - (a) the Supplier's shall, when requested by the Hirer and at the Supplier's cost, collect the Equipment from the Site or any premises at which the Equipment is located; and
 - (b) no further payment shall be due from the Hirer to the Supplier until the Hirer has received delivery of equivalent or replacement equipment from an alternative supplier or decided that it

does not intend to hire equivalent equipment products from an alternative supplier. The Hirer may deduct from any Rental Payment to the Supplier which is outstanding and/or to recover from the Supplier all additional costs and expenses which the Hirer suffers or incurs in hiring and receiving delivery of equivalent or replacement equipment and any losses and/or damage arising from the termination

11.4 Upon termination of this agreement under clause 10.3:

- (a) the Supplier's shall, when requested by the Hirer, collect the Equipment from the Site or any premises at which the Equipment is located; and
- (b) the Hirer shall pay to the Supplier within 28 days of demand all Rental Payments due but unpaid at the date of termination plus a further proportionate Rental Payment calculated on the applicable bass of charging in the Particulars in respect of the period of rental up to the date of termination which has not been invoiced prior to the date of termination. The Hirer shall have no other liability arising from or in connection with the termination.

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

12. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

13. Confidentiality

13.1 Each party shall keep confidential any information which relates to the business, affairs, developments, trade secrets, know-how and personnel of the other party and any other information clearly designated as being confidential and not disclose the other party's confidential information to any other person without prior written consent, unless disclosure is a requirement of law, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or such

information was already in the public domain at the time of disclosure otherwise than by a breach of the agreement.

- 13.2 Nothing in the agreement shall prevent the Hirer from disclosing the Supplier's confidential information to any Crown body or any other Contracting Bodies as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000.

14. Bribery Act

The Supplier shall, and shall ensure that any associated person or other person performing services in connection with the agreement shall, comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption practices including the Bribery Act 2010.

15. Modern Slavery Act

In performing its obligations under the agreement, the Supplier shall comply and shall ensure that each of its employees, suppliers, sub-contractors, servants and agents shall comply with the Modern Slavery Act 2015.

16. Equality Acts

The Supplier shall perform its obligations under the agreement in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise).

17. Data Protection

The parties shall comply with all applicable law about the processing of personal data and privacy including without limitation the Data Protection Act 2018 and the General Data Protection Regulation (Regulation

(EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

18. Assignment and other dealings

- 18.1 The Supplier must not sub-let all or any part of the agreement or assign or charge all or any part of the agreement or any rights or benefits under it without the Hirer's prior written consent (such consent not to be unreasonably withheld or delayed)
- 18.2 The Hirer may assign the benefit of or any rights under the agreement or novate the agreement to any department, office or agency of the Crown [Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Hirer..

19. Entire agreement

This agreement and the Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Further assurance

Each party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

22. Third party rights

- 22.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 22.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

23. Notices

- 23.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery at the address stated in the Particulars; or
 - (b) sent by email to the address stated in the Particulars.
- 23.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on delivery, provided delivery is between 9.00am and 5.00pm on a Working Day (otherwise, delivery will occur at 9.00am on the next Working Day); and
 - (b) if sent by Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery, at the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm); and
 - (c) if sent by email, at 9.00am on the first Working Day after sending.
- 23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution and for the purposes of this clause 23.3, "writing" shall not include e-mail.

24. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any agreement by the Hirer or the Supplier to waive any obligation or liability of the Hirer or the Supplier will only be effective if in writing

25. Rights and remedies

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

26. Severance

- 26.1 If any term or condition of the agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable by law it shall be severed and deemed to be deleted from the agreement and the validity and enforceability of the remainder of the agreement shall not be affected or impaired in any way and shall remain in full force and effect. If any provision of the agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

27. Governing Law and Jurisdiction

- 27.1 The agreement shall be governed and construed in accordance with the law of England & Wales unless otherwise stated in the Particulars
- 27.2 If stated in the Particulars differences or disputes of whatever nature arising under this agreement shall be referred to and finally resolved by arbitration.
- 27.3 Unless otherwise stated in the Particulars the English and Welsh courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English or Welsh court judgment or order in another jurisdiction) with regard to all matters arising from it.

Appendix A: Equipment Schedule and associated Charges

