**UK EVENT STRUCTURES LTD**

# TERMS & CONDITIONS OF HIRE

## 1. Definitions

In these Terms and Conditions, the following definitions shall apply:

**"Company"** means UK Event Structures Ltd.

**"Customer"** means the person, company, organisation, venue, school, event organiser, agent or representative booking, instructing or benefiting from the hire.

**"Equipment"** means all structures, marquees, frames, PVC covers, flooring, doors, linings, hard walling, ramps, anchors, fixings, accessories, plant, materials and associated items supplied by the Company.

**"Hire Period"** means the period from completion of installation until the Company begins dismantling the Equipment.

**"Site"** means the location at which the Equipment is to be installed, used or dismantled.

**"Quotation"** means any written quotation, estimate, proposal, booking confirmation or pricing document issued by the Company.

**"Installation Date"** means the date or estimated date on which the Company is due to commence installation.

**"Terms"** means these Terms and Conditions of Hire.

## 2. Formation of Contract

2.1 A contract is formed when the Customer confirms acceptance of a quotation, pays a deposit, issues a purchase order, completes a booking form, instructs the Company to proceed with the works, or otherwise confirms that the Company should allocate equipment, labour or diary space, whichever occurs first.

2.2 Acceptance of a quotation, payment of a deposit, issue of a purchase order, completion of a booking form, or instruction to proceed shall constitute acceptance of these Terms in full.

2.3 These Terms do not require signature and shall be binding upon acceptance as set out in clause 2.1.

2.4 The Customer confirms that they have had a reasonable opportunity to review these Terms prior to entering into the contract.

2.5 These Terms shall prevail over any other terms, including any terms contained in a purchase order, supplier portal, booking form, email footer, customer document or third-party system, unless expressly agreed in writing by a director of the Company.

2.6 Any quotation issued by the Company is based on the information available at the time and shall not constitute a binding commitment by the Company to supply unless and until the booking is accepted and the required payment has been received.

2.7 The Customer confirms that the person accepting the quotation, issuing a purchase order, paying a deposit, completing a booking form or instructing the Company to proceed has authority to bind the Customer.

2.8 Where the Customer issues a purchase order, such purchase order shall be treated as an administrative document only and shall not override, amend or replace these Terms unless expressly agreed in writing by the Company.

2.9 No booking shall be treated as secured until the required deposit or agreed payment has cleared in the Company's bank account.

2.10 The Company shall not be obliged to reserve equipment, labour, vehicles, stock or installation dates until the booking has been accepted and the required payment has been received.

## 3. Payment Terms

3.1 Unless otherwise agreed in writing, a non-refundable deposit of 30% of the total hire charge is required to secure the booking, allocate equipment, reserve labour and commit diary capacity.

3.2 The remaining balance must be paid in cleared funds no later than 14 days prior to the scheduled installation date, unless alternative payment terms have been expressly agreed in writing by the Company.

3.3 Where the Company agrees to invoice closer to the installation date, this shall not amend the underlying payment requirement unless expressly stated. The Customer remains responsible for ensuring payment is made by the due date specified by the Company.

3.4 Payment shall be made in full without deduction, withholding, counterclaim, abatement or set-off.

3.5 Time for payment shall be of the essence.

3.6 If payment is not received by the due date, the Company may suspend performance, delay installation, refuse to attend site, withhold equipment, reallocate labour, vehicles, equipment or stock, cancel the booking, charge additional labour, transport, storage, administration or rescheduling costs, require payment in full before any further works are carried out, and recover all sums due as a debt.

3.7 Any delay, suspension, cancellation, non-attendance or rescheduling caused by late payment or non-payment shall not constitute breach of contract by the Company.

3.8 The Company may charge interest and debt recovery costs on overdue business-to-business payments in accordance with the Late Payment of Commercial Debts legislation.

3.9 The Customer shall be responsible for all bank charges, failed payment charges, chargeback costs, debt collection fees, legal costs, enforcement costs and administrative costs incurred by the Company in recovering overdue sums.

3.10 The Company reserves the right to require full payment in advance where, in its reasonable opinion, credit risk, customer conduct, previous payment history, diary pressure, stock allocation, project value or commercial risk justifies it.

3.11 Payment shall not be withheld due to minor snagging, aesthetic issues, alleged defects, third-party delays, event cancellation, reduced use, adverse weather or any dispute unless expressly agreed in writing by the Company.

3.12 Where the Customer disputes any invoice or charge, the Customer must notify the Company in writing immediately and in any event before the due date for payment, setting out full details of the dispute. Any undisputed amount shall remain payable by the due date.

## 4. Pricing, Quotations and Variations

4.1 Quotations are based on the information provided to the Company at the time of quoting.

4.2 Any change to site conditions, access, ground type, installation dates or times, dismantling dates or times, quantities, layout, specification, hire period, equipment required, working hours, waiting time, aborted visits, customer instructions or third-party requirements may result in additional charges.

4.3 The Company reserves the right to charge for any additional labour, transport, equipment, materials, administration or time required.

4.4 The Customer shall be responsible for any additional costs arising from inaccurate, incomplete, misleading or late information provided to the Company.

4.5 Additional charges may apply where there is poor, restricted, delayed or unsuitable access; excessive carrying distances; uneven, soft, sloping, contaminated or unsuitable ground; hardstanding requiring drilling, bolting, weights or specialist anchoring; hidden underground services; delays caused by other contractors; aborted visits; waiting time; out-of-hours working; weekend or bank holiday working; revised layouts; additional equipment; additional labour; additional transport; weather-related securing works; return visits; or customer-requested changes.

4.6 Any verbal estimate of additional cost is indicative only. The Company may charge the actual reasonable cost of additional labour, transport, equipment, materials and time required.

4.7 Unless expressly stated in writing, quotations exclude VAT, licences, permits, ground protection, traffic management, welfare facilities, security, power, lighting, heating, fire safety provision, toilets, waste management, event management, statutory approvals, engineering calculations, third-party inspections and any costs payable to venues, landowners, local authorities or regulatory bodies.

4.8 Any variation requested by the Customer shall be subject to availability and written agreement by the Company.

4.9 The Company shall not be required to carry out additional works unless the additional cost has been agreed or the Company reasonably considers the work necessary for safety, access, completion, protection of equipment or mitigation of loss.

## 5. Cancellation, Postponement and Reduction

5.1 The deposit is non-refundable in all circumstances once the booking has been accepted.

5.2 Where the Customer cancels, reduces, postpones, relocates or materially changes the booking, the Company may treat this as a cancellation.

5.3 Cancellation charges shall apply as follows unless otherwise agreed in writing:

- more than 28 days before installation: deposit retained and any committed costs payable;
- 15 to 28 days before installation: 50% of the total hire charge payable;
- 14 days or less before installation: 100% of the total hire charge payable.

5.4 The Company may also charge for any bespoke items, manufacturing, transport, third-party costs, administration, design work, drawings, site visits, planning, preparation, committed labour costs or other costs incurred before cancellation.

5.5 Cancellation charges represent a genuine pre-estimate of loss, including lost opportunity, reserved stock, allocated labour, administrative time, committed resources and the Company's reduced ability to reallocate equipment or diary capacity at short notice.

5.6 Any cancellation charge shall become a debt due immediately upon cancellation.

5.7 Postponement shall be subject to availability and may incur additional charges.

5.8 The Company shall not be obliged to hold equipment, labour, pricing or installation dates for a postponed booking unless agreed in writing.

5.9 If the Customer postpones a booking and no alternative date is agreed, the Company may treat the booking as cancelled.

5.10 A reduction in the size, value, scope, hire period or specification of a booking shall not automatically reduce the price payable where equipment, labour, stock, transport or diary capacity has already been allocated.

## 6. Site Access and Customer Responsibilities

6.1 The Customer is responsible for ensuring that the Site is safe, suitable, accessible and ready for installation and dismantling at the agreed times.

6.2 The Customer shall ensure that suitable vehicle access, loading areas, working space and clear installation areas are available before the Company attends Site. The Customer shall also ensure that the ground is level, stable and suitable for the Equipment and that the Company can carry out the works safely and without unreasonable obstruction or delay.

6.3 The Customer shall notify the Company in writing before installation of any underground services, hidden obstructions, protected surfaces, pipes, drains, cables, ducts, tanks, irrigation systems, foundations, voids, inspection covers, tree roots or other matters which may affect the installation, anchoring, use or dismantling of the Equipment.

6.4 The Company shall not be liable for damage to underground services, hidden obstructions, surfaces, landscaping, ground, fixtures or fittings unless caused by the Company's negligence.

6.5 Where anchoring, drilling, staking, bolting, ballasting or other fixing methods are required, the Customer accepts that reasonable marks, holes, disturbance, indentation or making-good requirements may occur.

6.6 The Customer is responsible for obtaining any landowner, landlord, local authority, school, venue, event organiser, planning, highways, fire authority, licensing or regulatory approvals required for the installation and use of the Equipment.

6.7 The Company accepts no liability for any delay, enforcement action, cancellation, cost or loss arising from the Customer's failure to obtain required permissions or consents.

6.8 If the Company is unable to install, dismantle or access the Site due to Customer-related issues, the Company may charge for waiting time, additional labour, transport, storage, return visits and any consequential operational costs.

6.9 The Customer shall be responsible for ensuring suitable welfare facilities, parking, access arrangements and safe working conditions are available where reasonably required.

6.10 The Customer shall ensure that children, pupils, staff, guests, members of the public, animals and unauthorised persons are kept clear of the working area during installation and dismantling.

6.11 The Company may refuse to commence or continue work where it reasonably considers the Site unsafe, unsuitable, inaccessible or not ready.

## 7. Installation, Dismantling and Programme

7.1 Installation and dismantling dates and times are estimates unless expressly agreed in writing by the Company.

7.2 Works may take place during normal operating hours, school hours, venue operating hours, evenings, weekends or other times reasonably required by the Company's schedule.

7.3 The Customer must ensure the Site is ready at the agreed time.

7.4 If the Company is unable to proceed due to Customer-related issues, additional charges will apply.

7.5 Installation and dismantling dates may be affected by weather, ground conditions, traffic, access, prior job delays, labour availability, safety requirements, customer readiness, third-party delays or events outside the Company's reasonable control.

7.6 The Customer acknowledges that the Company operates a live installation and dismantling schedule and that failure by the Customer to meet payment, access, Site readiness or information requirements may result in the original installation slot being lost.

7.7 The Company shall not be liable for delay where such delay is caused or contributed to by the Customer, the venue, other contractors, adverse weather, unsafe conditions, restricted access or events beyond the Company's reasonable control.

7.8 The Customer must not allow other contractors, suppliers, staff, guests, members of the public or third parties to interfere with, climb on, alter, load, move, dismantle or attach anything to the Equipment without written approval from the Company.

7.9 The Customer shall ensure the Site remains accessible for dismantling at the agreed time.

7.10 If dismantling is delayed due to Customer-related reasons, additional hire, labour, transport, storage and administration charges may apply.

7.11 The Company may make reasonable adjustments to the installation method, anchoring method, layout, sequence or programme where required for safety, Site conditions or practical installation reasons.

## 8. Risk, Responsibility and Use of Equipment

8.1 Risk passes to the Customer upon completion of installation and remains with the Customer until the Company begins dismantling.

8.2 The Customer is responsible for the security, supervision, safekeeping and proper use of the Equipment throughout the Hire Period. The Customer shall take reasonable steps to prevent damage, misuse, interference, unauthorised access, vandalism, theft, accidental damage and third-party damage.

8.3 The Customer must not move, alter, tamper with, remove, dismantle, repair or interfere with the Equipment without the Company's prior written approval.

8.4 The Customer must not remove walls, doors, linings, fixings, anchors or components, or attach signage, fixtures, banners, decorations, lighting, heating, audio equipment, screens, cabling or other loads to the Equipment without the Company's prior written approval.

8.5 The Customer must not use naked flames, barbecues, patio heaters, generators, cooking equipment, hot works, smoke machines, pyrotechnics, fireworks or other heat sources in or near the Equipment without the Company's written approval.

8.6 The Customer shall ensure that the Equipment is not climbed on, overloaded, used outside the agreed purpose, exposed to unreasonable risk or used in a manner likely to cause damage, injury or instability.

8.7 Any loss or damage will be charged at full replacement, repair or reinstatement cost, plus labour, transport, administration, loss of hire and associated costs.

8.8 The Customer shall be liable for the full cost of repair, cleaning, replacement, reinstatement, labour, transport, loss of hire and administration arising from any loss, damage, soiling, contamination, misuse, alteration, unauthorised attachment or failure to safeguard the Equipment during the Hire Period.

8.9 The Company may charge replacement cost on a new-for-old basis where damaged or lost Equipment cannot reasonably be repaired to a safe, compliant, commercially usable or matching condition.

## 9. Weather, Wind and Safety

9.1 The Company may restrict use, require evacuation, delay installation, suspend works, secure structures or dismantle Equipment where conditions are deemed unsafe.

9.2 The Customer must comply immediately with all safety instructions issued by the Company.

9.3 No refunds, reductions or compensation will be given due to adverse weather, safety restrictions, evacuation, delayed use, restricted use or closure where the Company has acted reasonably on safety grounds.

9.4 The Customer acknowledges that marquees and temporary structures may be affected by wind, rain, snow, ice, lightning, flooding, ground saturation, temperature and other weather conditions.

9.5 The Company may, acting reasonably, refuse to install, suspend works, delay works, restrict use, require evacuation, secure the structure, remove components or dismantle the Equipment where weather or ground conditions present a safety risk.

9.6 The Customer must comply immediately with any safety instruction issued by the Company, including instructions relating to evacuation, closure, restricted use, doors, openings, heating, loading, drainage, anchoring or additional securing.

9.7 The Customer must not use the Equipment in a manner which increases wind loading or safety risk, including leaving doors open, removing walls, opening large sections, attaching unauthorised signage or allowing wind to enter and pressurise the structure.

9.8 The Customer is responsible for monitoring the Equipment during the Hire Period and notifying the Company immediately of any movement, loosening, damage, water ingress, pooling, fabric movement, door issue, anchoring issue or other safety concern.

9.9 Adverse weather, safety restrictions, evacuation, closure, delayed installation, delayed dismantling or reduced use shall not entitle the Customer to a refund, discount, compensation or reduction in hire charges where the Company has acted reasonably on safety grounds.

9.10 Any emergency call-out, securing works, weather-related attendance, repair, re-tensioning, re-anchoring or additional labour required during the Hire Period shall be chargeable unless caused solely by the Company's negligent installation.

## 10. Permissions, Licensing and Compliance

10.1 The Customer is responsible for obtaining all permissions, licences, consents and approvals required for the installation and use of the Equipment. This includes any permission required from landowners, landlords, venues, schools, local authorities, planning departments, highways authorities, fire authorities, licensing bodies, event organisers or any other relevant third party.

10.2 The Company accepts no liability for any delay, cancellation, enforcement action, removal requirement, additional cost or loss arising from the Customer's failure to obtain the necessary permissions, licences, consents or approvals.

10.3 The Customer is responsible for ensuring that the Site, event and use of the Equipment comply with all applicable laws, regulations, licences, permissions, risk assessments, method statements and safety requirements.

10.4 The Customer is responsible for fire risk assessment, occupancy levels, emergency exits, evacuation routes, emergency lighting, fire extinguishers, alarms, signage, crowd management, stewarding and any other event safety requirements relating to the Customer's use of the Equipment.

10.5 Unless expressly agreed in writing, the Company shall not be responsible for determining the Customer's lawful occupancy, licensing capacity, event management plan, fire strategy, crowd management arrangements or wider compliance obligations.

10.6 The Customer shall not obstruct exits, block doors, interfere with emergency routes, overload the structure or use the Equipment for any purpose beyond the agreed specification.

10.7 The Customer shall be responsible for ensuring that any third-party suppliers, contractors, venue staff, event organisers or other persons operating on the Site comply with all relevant safety and compliance obligations insofar as they relate to the Equipment or the area in which the Equipment is installed.

## 11. Damage, Loss, Call-Outs and Indemnity

11.1 The Customer is responsible for any loss of, or damage to, the Equipment during the Hire Period, except where such loss or damage is caused by the Company's negligence.

11.2 The Customer shall be responsible for damage caused by the Customer, its staff, contractors, guests, pupils, visitors, invitees, members of the public or any other third party accessing or using the Site during the Hire Period.

11.3 The Customer must notify the Company immediately upon becoming aware of any damage, defect, movement, security concern, anchoring issue, water ingress, door issue, vandalism, theft, impact damage or any other matter which may affect the safety, security, condition or weatherproofing of the Equipment.

11.4 The Customer shall take reasonable steps to prevent further damage or risk where it is safe to do so, but must not alter, move, dismantle, repair or interfere with the Equipment without the Company's prior approval, except in a genuine emergency where immediate action is required to prevent injury or serious damage.

11.5 Failure to notify the Company promptly of any issue affecting the Equipment may increase the Customer's liability for resulting damage, loss, call-out costs, repair costs, replacement costs or third-party claims.

11.6 Any urgent attendance, repair works, securing works or call-outs requested or required during the Hire Period shall be chargeable, including labour, materials, transport and associated costs, unless the issue arose solely due to the Company's negligent installation.

11.7 The Customer shall indemnify the Company against all claims, losses, damages, costs, liabilities and expenses arising from the Customer's use of the Equipment, misuse of the Equipment, unauthorised alterations or attachments, unsafe Site conditions, failure to obtain permissions, failure to comply with safety instructions, third-party damage, public access to the Site, event cancellation, event interruption, loss of revenue or breach of these Terms.

## 12. Completion, Handover and Acceptance

12.1 Installation shall be deemed accepted upon completion unless issues are raised in accordance with this clause.

12.2 Minor snagging, aesthetic issues or non-material defects do not entitle the Customer to refuse acceptance, withhold payment, delay payment, reject the Equipment, cancel the contract or claim a refund.

12.3 Any defects, damage, missing items, specification issues or concerns with the Equipment must be reported in writing within 24 hours of completion of installation.

12.4 Any issues not reported within this timeframe shall be deemed to have arisen after handover and shall therefore be the responsibility of the Customer unless the Customer can prove otherwise.

12.5 The Customer, or the Customer's representative, should be present at installation completion where reasonably possible.

12.6 Where no representative is present, the installation shall be deemed accepted in full upon completion and departure of the Company.

12.7 The Customer should inspect the Equipment immediately upon completion of installation.

12.8 The Company shall be given reasonable opportunity to inspect and remedy any reported issue before the Customer arranges third-party works or claims loss.

12.9 The Customer shall not instruct third parties to repair, alter, move, dismantle or interfere with the Equipment without the Company's prior written approval, except in a genuine emergency where immediate action is required to prevent injury or serious damage.

## 13. Limitation of Liability

13.1 Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability which cannot lawfully be excluded.

13.2 Subject to clause 13.1, the Company shall not be liable for any indirect, consequential, special or economic loss, including loss of profit, loss of revenue, loss of business, loss of contracts, loss of goodwill, reputational damage, wasted expenditure, loss of opportunity, event cancellation, event interruption, loss of use, customer refunds or third-party claims.

13.3 The Company shall not be liable for any loss, cost, claim, damage or delay arising from inaccurate information supplied by the Customer, unsuitable ground conditions, poor or restricted access, failure to obtain permissions, third-party interference, adverse weather, customer misuse, unauthorised attachments, failure to follow safety instructions, failure to notify issues promptly, delays caused by others or events outside the Company's reasonable control.

13.4 Subject to clause 13.1, the Company's total aggregate liability shall be limited to the total hire charges actually paid by the Customer under the relevant contract.

13.5 The Customer acknowledges that the hire charges have been agreed on the basis of the limitations of liability set out in these Terms.

13.6 The Company shall not be liable for any loss, cost or claim arising from the Customer's event, business, operation, staff, contractors, guests, pupils, customers, revenue, ticket sales, commercial arrangements or third-party commitments.

## 14. Force Majeure

14.1 The Company shall not be liable for failure or delay caused by events outside its reasonable control.

14.2 Force majeure includes, but is not limited to, extreme weather, storms, flooding, snow, ice, high winds, fire, accident, road closures, traffic disruption, transport disruption, fuel shortages, strikes, labour shortages, illness, epidemic, pandemic, supplier failure, equipment failure, power failure, terrorism, civil unrest, government action, local authority restrictions, emergency services instruction or any other event beyond the Company's reasonable control.

14.3 Where force majeure prevents or delays performance, the Company may suspend, delay, reschedule, vary or cancel the works without liability.

14.4 The Company shall not be liable for any loss, cost, claim, refund, compensation or consequential loss arising from force majeure.

14.5 The Company shall use reasonable endeavours to resume performance where commercially and practically possible.

## 15. Insurance

15.1 The Customer is responsible for arranging adequate insurance for the event, Site, public liability, employer's liability, cancellation, adverse weather, property damage, business interruption and any third-party risks arising from the Customer's use of the Equipment.

15.2 The Company's insurance does not cover the Customer's event, revenue, guests, staff, contractors, contents, stock, equipment, decorations, furniture, catering, cancellation losses or third-party liabilities arising from the Customer's use of the Equipment.

15.3 The Customer shall be responsible for insuring any goods, contents, equipment, stock, furniture, decorations or personal property placed in or around the Equipment.

15.4 The Customer shall ensure that any third-party contractors working in or around the Equipment hold suitable insurance.

15.5 The Company may request evidence of the Customer's insurance where reasonably required.

## 16. Customer-Supplied Equipment and Third Parties

16.1 The Company shall not be responsible for equipment supplied, installed or used by the Customer or third parties, including lighting, heating, generators, furniture, staging, flooring overlays, bars, catering equipment, decorations, electrical installations, signage, AV equipment, toilets or other temporary structures.

16.2 The Customer shall ensure that all third-party contractors operate safely and do not interfere with, overload, damage, alter or compromise the Equipment.

16.3 Any damage caused by third-party contractors shall be treated as damage for which the Customer is responsible.

16.4 The Customer shall ensure that electrical equipment, heating equipment, cooking equipment and any other third-party installations are suitable, safe, compliant and properly managed.

16.5 The Company may require the removal, repositioning or disconnection of any customer-supplied or third-party equipment which the Company reasonably considers unsafe or likely to damage the Equipment.

## 17. Cleaning and Return Condition

17.1 The Equipment must be returned in a reasonable condition, allowing for fair wear and tear.

17.2 Additional charges may apply for excessive cleaning, staining, mud, food waste, drink spillages, adhesive residue, tape residue, confetti, glitter, paint, oil, chemicals, bodily fluids, smoke contamination, odour, animal waste or other contamination.

17.3 The Customer shall ensure the Equipment is empty and ready for dismantling at the agreed time.

17.4 Any delay caused by failure to clear the Equipment may result in additional hire, labour, transport and administration charges.

17.5 The Customer must remove all belongings, decorations, stock, furniture, waste and third-party equipment before dismantling unless otherwise agreed in writing.

17.6 The Company shall not be liable for any items left in or around the Equipment at the time of dismantling.

## 18. Ownership

18.1 All Equipment remains the property of the Company at all times.

18.2 The Customer shall not sell, hire, lend, charge, pledge, part with possession of or otherwise deal with the Equipment.

18.3 The Customer shall not allow any lien, seizure, distress, execution or third-party claim to be made over the Equipment.

18.4 The Customer shall notify the Company immediately if any third party attempts to seize, interfere with, claim rights over or take possession of the Equipment.

18.5 The Customer shall not remove any branding, identification, labels, safety information or ownership markings from the Equipment.

## 19. Termination by the Company

19.1 The Company may terminate the contract immediately if payment is overdue, the Customer breaches these Terms, the Site is unsafe or unsuitable, required permissions are not in place, access is not available, the Customer acts abusively, unlawfully or unreasonably, the Customer becomes insolvent or appears unable to pay its debts, or the Company reasonably considers that continuing would create safety, legal, financial or reputational risk.

19.2 Termination by the Company under this clause shall not affect the Company's right to recover sums due, cancellation charges, damage costs, additional charges or any other losses.

19.3 Where the Company terminates due to Customer breach, the Customer shall not be entitled to any refund.

19.4 The Company may remove the Equipment from Site where the contract is terminated, where payment is overdue, where the Equipment is at risk, or where continued hire creates a safety, legal or commercial risk.

## 20. Data, Photography and Marketing

20.1 The Company may take photographs or videos of the Equipment for records, condition evidence, insurance, operational, training, marketing or promotional purposes.

20.2 The Company shall not intentionally publish confidential, sensitive or restricted information belonging to the Customer.

20.3 The Customer must notify the Company in writing before installation if photography or marketing use is not permitted at the Site.

20.4 The Company may retain customer details, booking information, correspondence, photographs, payment records and project records for business, legal, accounting, insurance and operational purposes.

## 21. Notices and Communication

21.1 Notices and formal communications may be served by email, post or hand delivery using the contact details provided by the parties.

21.2 Email communication shall be valid unless the sender receives an automated failure notice.

21.3 The Customer shall notify the Company promptly of any change to contact details, site contact, billing contact or responsible person.

21.4 The Customer shall ensure that a responsible person is contactable during installation, the Hire Period and dismantling.

## 22. General

22.1 These Terms are governed by the laws of England and Wales.

22.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22.3 No variation of these Terms shall be valid unless agreed in writing by a director of the Company.

22.4 No failure or delay by the Company in enforcing any right shall constitute a waiver of that right.

22.5 If any clause is found to be invalid or unenforceable, the remaining clauses shall continue in full force.

22.6 The Customer may not assign, transfer or subcontract its rights or obligations without the Company's written consent.

22.7 These Terms constitute the entire agreement between the parties and supersede all prior discussions, representations, correspondence, negotiations and understandings, except where expressly agreed in writing by the Company.

22.8 Headings are included for convenience only and shall not affect interpretation.

22.9 Any words following "including", "includes", "in particular" or similar wording are illustrative and shall not limit the general meaning of the relevant clause.

22.10 Where the Customer consists of more than one person, company or organisation, each shall be jointly and severally liable for the Customer's obligations under these Terms.