

QUOTATION



Client: Barnet Medieval Festival
Job Name: Barnet Medieval Festival 5th June
Job Number: 4225

Number 8 Hire Ltd
The Hay Shed,
Little Manwood Farm,
Sparrows Lane,
Matching Green
CM17 0RP
0203 743 7292

Quotation Date 24/03/2025
Quotation Vaild Until 23/04/2025
Delivery Date 05/06/2025 14:00
Collection Date 09/06/2025 10:00

Delivery Address

Barnet Medieval Festival
Lewis of London,
Galley Lane,
Barnet
EN5 4RA

Image	Item	Type	Quantity	Price	Replacement Price	Total
-------	------	------	----------	-------	-------------------	-------

MET BARRIERS;



Met Barrier	Rental	90	6.50	24300.00	585.00
-------------	--------	----	------	----------	--------

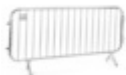
Install and De-rig	Sale	2	108.00		216.00
--------------------	------	---	--------	--	--------



Delivery / Collection (7.5 TON)	Service	2 x 1	225.00		450.00
---------------------------------	---------	-------	--------	--	--------

Total for MET BARRIERS;: £1,251.00

CROWD CONTROL BARRIERS;



Crowd Control Barrier (CCB)	Rental	55	4.50	2859.45	247.50
-----------------------------	--------	----	------	---------	--------

Install and De-rig	Sale	2	54.00		108.00
--------------------	------	---	-------	--	--------

Delivery/Collection- Flatbed	Service	2 x 1	100.00		200.00
------------------------------	---------	-------	--------	--	--------

Total for CROWD CONTROL BARRIERS;: £555.50

QUOTATION



Client: Barnet Medieval Festival
Job Name: Barnet Medieval Festival 5th June
Job Number: 4225

Number 8 Hire Ltd
The Hay Shed,
Little Manwood Farm,
Sparrows Lane,
Matching Green
CM17 0RP
0203 743 7292

Total Weight	3610.00 kgs	Total Replacement Value	£27,159.45
--------------	-------------	-------------------------	------------

Rental charges	£832.50	Charge total	£1,806.50
Sale charges	£324.00	VAT total	£361.30
Service charges	£650.00	Charge and VAT total	£2,167.80



Standard Terms and Conditions



Number 8 Hire Ltd

The Hayshed | Sparrows Lane | Essex | CM17 0RP

2025





Revision Status

Date	Status	Author	Revision
04.01.2019	Proof	Wes Pierce	1.1
10.03.2019	Revision	Wes Pierce	2.1
02.05.2019	Revision	Wes Pierce	3.1
08.05.2019	Revision	Wes Pierce	4.1
21.05.2019	Revision	Wes Pierce	4.2
14.11.2020	Revision	Wes Pierce	5.1
15.08.2024	Revisions	Georgina Wilson	6.1
10.01.2025	Revisions	Liam Rayner	7.1





Table of Contents

Cancellation Charges for Equipment Rental	5
Cancellation Charges for Event Safety and Event Management Advice and Services	5
Cancellation Charges for Storage and Distribution	5
CONDITIONS OF BUSINESS	6
GENERAL CONDITIONS	6
1. DEFINITIONS AND INTERPRETATION	6
2. APPLICATION OF CONDITIONS & STATUS OF CONTRACT	10
3. COMMENCEMENT AND DURATION	11
5. SUPPLIER'S OBLIGATIONS	11
7. CHANGE CONTROL	13
8. CHARGES AND PAYMENT	14
10. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY	15
11. LIMITATION OF LIABILITY	18
12. DATA PROTECTION	20
13. TERMINATION	20
14. FORCE MAJEURE	23
15. NOTICES	24
16. BRIBERY	24
17. GENERAL	25
Special Conditions	27
Event Safety and Event Management Advice and Services	27
Definitions	27
Status of the Supplier	27
Client responsibilities	28
4. Additional Liability	29
Special Conditions	31
Equipment Rental	31
1. Definitions	31
2. Equipment hire	31
3. Rental Period	31
4. Deposit	32
5. Delivery and installation	32
6. Title, risk and insurance	33
7. Client's responsibilities	34



8.	Consequences of Termination applicable where Services include Equipment rental	
	36	
	Storage and Distribution	37
1.	Definitions	37
2.	Accepted Goods and Services	39
3.	Status of Client and Goods	40
4.	Licence	41
5.	Client's Responsibilities	42
6.	Supplier's Rights	44
7.	Delivery and Collection	45
8.	Risk and Insurance	47
9.	Fees and Deposit	48
10.	Lien	49
11.	Consequences of Termination	50
12.	Additional Limitation of Liability	51



Cancellation Periods

The below tables represent our standard cancellation fee timetable for the various Number 8 Hire Ltd services. These must be read in conjunction with Clause 13 of this document.

All cancellations must be confirmed in writing with Number 8 Hire Ltd by emailing hire@number8events.com

CANCELLATION CHARGES FOR EQUIPMENT RENTAL

Equipment Rental	
Up to 168 hours (7 days) prior to delivery date and time::	25% of the order value
Up to 72 hours hour prior to delivery date and time::	50% of the order value
Up to 24 hours prior to delivery date and time::	100% of the order value

CANCELLATION CHARGES FOR EVENT SAFETY AND EVENT MANAGEMENT ADVICE AND SERVICES

Event Safety and Event Management Advice and Services	
Management Fee	100% of work undertaken from point of confirmation
Paperwork compilation and advice	100% of work undertaken from point of confirmation
Contractor payments for contracted services	100% of terms agreed with individual contractors
Onsite Services - Up to 168 hours (7 days) prior to delivery date and time::	25% of the order value
Onsite Services - Up to 72 hours hour prior to delivery date and time::	100% of the order value

CANCELLATION CHARGES FOR STORAGE AND DISTRIBUTION

Storage and Distribution	
1 month from point of notice	100% for that month, plus notice period month



Standard Terms and Conditions

CONDITIONS OF BUSINESS

GENERAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in the Services Agreement (including in the Schedules to these Conditions):

Affiliates: any subsidiary or holding company of the Client or any subsidiary of any holding company of the Client and any of their officers, shareholders, employees, representatives, agents, contractors or sub-contractors and any officers, shareholders, employees, representatives agents, contractors or sub-contractors of their agents and/or contractors and/or sub-contractors;

Applicable Legislation: means in relation to any undertaking or any circumstance, all laws, regulations, codes, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory standards whether the same are regional, national or international which apply to such undertaking or to such circumstance, including, without limitation, any which relate to health and safety and/or which relate to Goods;

Business Day: means any day other than Saturdays, Sundays and public holidays in England and Wales;

Client: the entity to whom Services are provided by the Supplier pursuant to this Agreement as set out in the Services Agreement;

Client's Representative: the Client's representative, appointed in accordance with clause 6.1.2 of these General Conditions;

Client Support Services: those obligations to be provided by the Client under this Agreement which are required in order to enable the Supplier to provide the Services including, without limitation, as set out in the Services Agreement; clause 6 of these General Conditions and where applicable, paragraph 3 of Schedule 1, paragraphs 5,6 and 7 of Schedule 2 and paragraphs 2, 3, 5, 7 and 8 of Schedule 3, together with any



other support services which the Client provides or agrees to provide in connection with this Agreement;

Commencement Date has the meaning set out in clause 3.1 of these General Conditions;

Conditions: the terms and conditions set out in these Conditions of Business which include these General Conditions and, where applicable, the Special Conditions;

Deliverables: all Documents, products and materials developed or provided by the Supplier in relation to the Services in any form;

Deposits: the amount (if any) set out in the Services Agreement or Quote;

Distribution shall mean Delivery, Collection and/or Redelivery as each is defined in Schedule 3;

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

Due Date shall have the meaning in clause 8.5 of these General Conditions;

Equipment: the items of equipment listed in the Services Agreement or Quote all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;

Event: shall mean any event in respect of which the Services are provided which may include, without limitation, any music, theatre, arts, sporting event, exhibition, private event, brand campaign, including without limitation, a festival, concert or any other event whatsoever;

Event Safety Advice shall have the meaning set out in Schedule 1;

Event Management Advice shall have the meaning set out in Schedule 1;

Expenses: shall have the meaning in clause 8.3 of these General Conditions;

Expenses Estimate: shall have the meaning in clause 7.5 of the Conditions;

Fee: the fee payable by the Client to the Supplier in connection with the provision of the Services as set out in the Services Agreement or Quote or as otherwise notified to the Client by the Supplier from time to time in writing;

General Conditions: means these Conditions of Business but not the Special Conditions;

Group: means a party to this Agreement and any subsidiary or holding company or any subsidiary of any holding company of that party;

In-put Material: all Documents, information, data, specifications, descriptions, details, responses to enquiries, artwork, Event details, and any other materials provided by the Client relating to the Services whether before or after the Commencement Date





including, without limitation, where the Supplier requires any such In-put Material in order accurately to assess the scope of the Services which will be required by the Client;

Intellectual Property: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Intellectual Property Rights: the rights in or to any Intellectual Property owned by or licensed to a person;

Losses: losses, damage, aware, costs, charges, penalties, fines or expenses (including legal fees and expenses of and fees and expenses of investigations) taxes, liabilities, actions, demands, proceedings and judgments;

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this Agreement including, without limitation, computer programs, data, designs, marketing concepts and strategies, templates, assessments, guides, advice materials, price lists, reports and specifications;

Quote: means the quotation provided by the Supplier to the Client setting out the Fees and Expenses Estimate in connection with the provision of the Services

Payment Schedule: shall mean any schedule setting out the dates on which payment of Fees and/or Expenses must be paid by the Client which may be included in the Services Agreement, Quote or otherwise provided in writing by the Supplier to the Client or agreed between the parties from time to time;

Services: the services to be provided by the Supplier under this Agreement as set out in the Services Agreement, which may include, without limitation, Event Safety Advice, Event Management Advice, Equipment rental and/or the provision of Storage and Distribution Services or Traffic Management Services together with any other services which the Supplier actually provides or agrees in writing to provide to the Client in accordance with this Agreement.

Services Agreement: means the letter of engagement of services issued by the Supplier to the Client setting out the Services to be provided by the Supplier to the Client on and subject to the Conditions, which may be in any written or verbal form, including, without limitation, in the form of:

- a written document which is stated on the face of it to be a Services Agreement or any other written document (subject to clause 1.6 of these General Conditions) which sets out the Services;





- a verbal confirmation of the Services which confirmation is provided either in person or over the telephone by a Director of the Supplier or the Supplier's Representative;
- where an order for rental Equipment has been placed online via the Supplier's website, a written confirmation that such order has been accepted (in whole or in part) with details of the Equipment which shall be provided pursuant to the Services;
- where the Client has submitted a H&S Q&A Form online via the Supplier's website, a written confirmation that the Supplier shall provide Services to which the Q&A Form relates (in whole or in part) with details of the Services to be provided;

Special Conditions: the special conditions as set out in Schedules 1 to 3 (if any) of these Conditions which shall apply to this Agreement where the Services include any of the following: Event Safety Advice and/or Event Management Advice (Schedule 1); rental of Equipment (Schedule 2); and/or Storage and/or Distribution Services (Schedule 3);

Storage: shall have the meaning set out in Schedule 3;

Supplier: Number 8 Hire Ltd Limited, incorporated in England and Wales, with registered number 15378670 whose registered office address is at 85 Great Portland Street, London W1W 7LT, United Kingdom, EN8 0UG;

Supplier's Representative: the Supplier's representative for the Services appointed under clause 5.3 of these General Conditions;

Term: has the meaning set out in clause 3.1 of these General Conditions;

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes e-mail from a Director of the Supplier and/or the Supplier's Representative but does not include faxes.
- 1.7 References to conditions and schedules are to the conditions and schedules of these Conditions.
- 1.8 "subsidiary" and "holding company" shall have the meanings set out in section 1159 Companies Act 2006.



2. APPLICATION OF CONDITIONS & STATUS OF CONTRACT

- 2.1 These Conditions and the Services Agreement shall prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, any online order or submission, confirmation of order, acceptance of Services Agreement or Conditions or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or any other form of order or request for Services or other Document shall not govern the Services Agreement.
- 2.3 The Special Conditions shall apply, in addition to all other General Conditions, where applicable to the Services to be provided by the Supplier.
- 2.4 No order or enquiry submitted by the Client either online or via telephone, email or in any other manner whatsoever shall be deemed to be accepted by the Supplier unless and until confirmed in a Services Agreement by the Supplier.
- 2.5 All Services (including, Equipment, Storage and Distribution facilities) advertised in the Supplier's marketing materials, including, without limitation, on its website, are advertised subject to availability.
- 2.6 The Supplier takes no responsibility whatsoever for information that is incomplete, inaccurate or out of date in its marketing materials and/or on its website. Where the Supplier has mistakenly advertised Services or Equipment at a price which is lower than the correct price, the Supplier shall not be liable to provide those Services or that Equipment at the advertised price. In these circumstances the Supplier will notify the Client before the Services Agreement is issued of the correct price and will not accept the order if the Client is not prepared to pay the correct price.
- 2.7 By placing any order through the Supplier's website, the Client is offering to buy the Services in the order form from the Supplier.
- 2.8 An order (including an online order) is not accepted and a contract is not formed unless and until the Supplier issues the Client with a Services Agreement and it commences in accordance with clause 3.1 of these General Conditions. At any point until then the Supplier may decline to provide the Services without giving any reasons and its only liability will be to refund any payment which has been taken in respect of the Services and or Equipment which have not been provided.
- 2.9 The Client shall be responsible for ensuring that all details of its order as set out in the Services Agreement are correct and accurate. The Supplier shall not have any liability to the Client in the event that details contained in the Services Agreement which are taken from the Client's order are incorrect.



3. COMMENCEMENT AND DURATION

- 3.1 The Services Agreement shall commence on the date set out in the Services Agreement or otherwise agreed in writing, or where no such date is set out in the Services Agreement or otherwise agreed, on the date upon which the Supplier starts to provide the Services (the **Commencement Date**) and shall continue in full force and effect until the expiry date set out in the Services Agreement or as otherwise agreed in writing, or, where no date is stated or agreed, until the Services have been completed, unless the Services Agreement is terminated earlier in accordance with clause 13 of these General Conditions (the **Term**).
- 3.2 By accepting the provision of Services by the Supplier, the Client shall be deemed to have accepted the Conditions of the Services Agreement even if it has not returned a signed copy to the Supplier.

4. SERVICES

- 4.1 The Services shall be as set out in the Services Agreement which has been issued prior to the Commencement Date and no amendment shall be made to them except in accordance with clause 7 and clause 17.1 of these General Conditions

5. SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall use reasonable endeavours to provide or procure the provision of the Services to the Client, in accordance in all material respects with the Services Agreement.
- 5.2 The Supplier shall use reasonable endeavours to meet any timeframes specified in the Services Agreement, but any such dates shall be estimates only and time shall not be of the essence of the Services Agreement in this respect.
- 5.3 Time shall be of the essence of the Services Agreement in respect of (i) where it is expressly stated to be under the Services Agreement; (ii) in respect of the Client's obligations under clause 8 of these General Conditions, paragraph 4 of Schedule 2 and paragraph 9 of Schedule 3; and (iii) in respect of any timeframes applicable to the Client or the Supplier in Schedule 3.
- 5.3 The Supplier shall appoint the Supplier's Representative who shall act as the account manager on behalf of the Supplier and shall be responsible for supervising the provision of the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Representative throughout the term of the Services Agreement, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

6. CLIENT'S OBLIGATIONS

- 6.1 The Client shall:
- 6.1.1 carry out the Client Support Services in accordance in all material respects with the Services Agreement and the Conditions;



- 6.1.2 co-operate with the Supplier in all matters relating to the Services and appoint the Client's Representative in relation to the Services, who shall have the authority contractually to bind the Client on all matters relating to the Services;
- 6.1.3 provide, for the Supplier and its Affiliates, in a timely manner and at no charge to the Supplier, access to the Client's premises, office accommodation, data and other facilities and materials as requested by the Supplier if reasonably required in order for the Supplier to carry out the Services;
- 6.1.4 provide, in a timely manner, such In-put Material and other information as the Supplier may request and ensure that it is true, accurate and not misleading in all material respects;
- 6.1.5 to the extent that the Supplier has not agreed to obtain such licences and consents as part of the Services, obtain and maintain all necessary licences and consents and comply with all Applicable Legislation in relation to the Services, the Event (where applicable), the use of In-put Material in relation to the Services, the use of Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment in all cases before the date on which the Services are to start; and
- 6.1.6 comply at all times with its obligations set out in the Special Conditions (where applicable).
- 6.2 If the Supplier's performance of its obligations under the Services Agreement is prevented or delayed by any act or omission of the Client or its Affiliates the Supplier shall not be liable for any Losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 6.3 The Supplier shall not be liable in any way whatsoever for any deficiencies or failure to perform the Services hereunder with all due skill and care which arise as a direct or indirect result of any In-Put Materials provided to the Supplier by the Client, or by any of its Affiliates, or any other person acting or purporting to act on behalf of the Client, being untrue, inaccurate or incomplete.
- 6.4 The Client shall not, without the prior written consent of the Supplier, at any time from the Commencement Date to the expiry of six months after the termination or expiry of the Services Agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, or sub-contractor of the Supplier, or its Affiliates, in the provision of the Services.
- 6.5 In the event of any breach of clause 6.4 of these General Conditions, the Client shall pay to the Supplier a liquidated damages sum equivalent to 25% of the then current annual remuneration of the Supplier's or its Affiliate's employee or sub-contractor or, if higher, 25% of the annual remuneration to be paid by the Client to that employee or sub-contractor. The parties hereby agree that this sum is a reasonable and genuine estimate of the Supplier's and/or its Affiliate's investment in the recruitment and training of such





employee and costs which will be incurred in hiring and training a new employee and may be passed on by the Affiliate to the Supplier (where applicable). The parties agree that such sum shall be the most reasonable and sufficient remedy in all the circumstances

- 6.6 The Client shall not for the duration of the Services Agreement and at any time afterwards do or say anything which may harm the reputation of the Supplier and shall procure that none of its Affiliates act in breach of this clause 6.6.

7. CHANGE CONTROL

- 7.1 If either party wishes to change the scope or execution of the Services after the Commencement Date, it shall submit details of the requested change to the other in writing. If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:
- 7.1.1 the likely time required to implement the change;
 - 7.1.2 any variations to the Fees and Expenses Estimate arising from the change;
 - 7.1.3 the likely effect of the change on the Services and any timeframes which have previously been discussed; and
 - 7.2.4 any other impact of the change on the terms of the Services Agreement.
- 7.2 The Supplier may, from time to time and without notice, change the Services in order to comply with any Applicable Legislation or other safety requirements of any nature whatsoever, provided that such changes do not materially affect the nature, scope of, or the Fees or Expenses Estimate for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 7.3 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Services, the Fees, the Expenses Estimate and any other relevant terms of the Services Agreement to take account of the change and, where such change will result in an increase in the Fees or require payment of any Expenses in advance, until such Fees and/or Expenses have been paid, if requested by the Supplier.
- 7.4 The Supplier may charge for its time spent in assessing a request for change from the Client on a time and materials basis in accordance with condition 8.
- 7.5 The parties acknowledge that an estimate of Expenses supplied by the Supplier in the Services Agreement (an **Expenses Estimate**), although based on the Supplier's professional judgment and best efforts, may not be accurate and may be affected by factors outside of the control of the Supplier. Any such Expenses Estimate does not



constitute a binding agreement by the Supplier to provide the respective services or goods at the specified price set out in the Expenses Estimate.

- 7.6 In the event that the Supplier becomes aware that any Expenses Estimate is inaccurate or is likely to be exceeded it shall notify the Client as soon as it becomes aware of the same. The Supplier shall use its reasonable endeavours to obtain goods and/or services from an alternative supplier the cost of which is as near as possible to the original Expense Estimate and the Client shall act reasonably in agreeing any changes to the Services which may be required as a result of the changes to the Expenses Estimate.

8. CHARGES AND PAYMENT

- 8.1 The Fee, Expenses and Deposits and payment terms shall be set out in the Services Agreement or the Quote or as otherwise agreed in writing from time to time or as required pursuant to paragraph 4 of Schedule 2 (where the Services include rental of Equipment) and paragraph 9 of Schedule 3 (where the Services include provision of Storage). The Fee shall be paid by the Client to the Supplier in pounds sterling by bank transfer or as otherwise notified on the Supplier's invoice without deduction or set-off in accordance with such payment terms.
- 8.2 The Supplier may alter its Fees from time to time by giving the Client notice in writing and the new Fees shall take effect from the date which falls 30 days after such notification. The Client may terminate this Agreement at any time in respect of the Services to which the Fee increase relates before the new Fees take effect by giving notice in accordance with clause 13.6 of these General Conditions.
- 8.3 The Client shall be responsible for the reimbursement of all third party suppliers' invoices and expenses and the payment in advance of all Supplier's expenses incurred in connection with the provision of the Services including, for the avoidance of doubt, the cost of hotel, subsistence and travelling and any other expenses reasonably and properly incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties to the Supplier and required by the Supplier for the supply of the Services (together the "Expenses").
- 8.4 Save where otherwise specified to the contrary in the Services Agreement or Quote the Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of the date of such invoice..
- 8.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date as set out in clause 8.4 above (the "Due Date"), the Supplier may:
- 8.5.1 charge interest at the rate of 5% per annum over the base rate of the Bank of England (or such other UK bank as the Supplier may from time to time reasonably specify) from time to time calculated on a daily basis for the period from the date that payment is due



up to and including the date that payment is received, both before and after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

- 8.5.2 suspend all Services until payment has been made in full;
- 8.5.3 charge an administrative fee of £15 where any payment is dishonoured.
- 8.6 Both parties acknowledge and agree that the interest payment set out in clause 8.5 is, in the context of the activities contemplated under this Agreement a 'substantial remedy' (as this expression is used in the Late Payment of Commercial Debts (interest) Act 1988.
- 8.7 Time for payment of our invoices shall be of the essence of this Agreement.
- 8.8 All sums payable to the Supplier under the Services Agreement shall become due immediately on termination of the Services Agreement, despite any other provision. This clause 8.8 is without prejudice to any right to claim for interest under the law, or any such right under the Services Agreement.
- 8.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.
- 8.10 All amounts due under the Services Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. INTELLECTUAL PROPERTY RIGHTS
 - 9.1 As between the Client and the Supplier and unless agreed otherwise in the Services Agreement or in writing, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-Existing Materials shall be owned by the Supplier. The Supplier licenses all such rights to the Client, subject to payment of the Fees and Expenses, and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services during the term of the Services Agreement. If the Services Agreement expires or is terminated, this licence will automatically terminate.
 - 9.2 The Client acknowledges that, where the Supplier does not own any Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.

10. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

- 10.1 The following definitions apply in the Services Agreement:-





Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its "**Representatives**") to the other party and that party's Representatives either before or after the date of the Services Agreement, concerning:

- 10.1.1 the terms of the Services Agreement;
- 10.1.2 any information which is regarded by the disclosing party as being confidential including, without limitation, information relating to:
 - (a) the business, affairs, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the Group to which the disclosing party belongs); and
 - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs);
- 10.1.3 any information developed by the parties in the course of carrying out the Services Agreement; and
- 10.1.4 business plans, product specifications, reports, data analysis, event management plans and any other plans, assessments, market research, financial data and forecasts, capital strategy and capital raising activities (proposed and ongoing), business methods, marketing strategies, tenders and price sensitive information, fees, commission structure, feasibility figures and plans relating to contracts (actual and proposed), details of actual and proposed contracts, requirements of clients or prospective clients, information in respect of which the disclosing party or any member of its Group is bound by an obligation of confidence to any third party and information notified to the other party as being confidential.
- 10.2 The term "Confidential Information" does not include any information that is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Affiliates in breach of this clause).
- 10.3 Each party shall keep the other party's Confidential Information confidential and shall not:
 - 10.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under and strictly in accordance with this Agreement (the "**Permitted Purpose**"); or
 - 10.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by clause 10.4 and clause 10.5 of these General Conditions.
- 10.4 A party may disclose the other party's Confidential Information to those of its Affiliates who need to know such Confidential Information for the Permitted Purpose, provided that:



- 10.4.1 it informs such Affiliates of the confidential nature of the Confidential Information before disclosure; and
- 10.4.2 at all times, it is responsible for such Affiliates' compliance with the confidentiality obligations set out in this clause 10.
- 10.5 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this Agreement.
- 10.7 On termination of the Services Agreement, each party shall:
 - 10.7.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 10.7.2 erase all the other party's Confidential Information from its computer systems (to the extent possible); and
 - 10.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 10.8 Except as expressly stated in these Conditions, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 10.9 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client (including Pre-existing Materials) shall, at all times, be and remain as between the Supplier and the Client the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 10.10 This condition 10 shall survive termination of the Services Agreement, however arising.



11. LIMITATION OF LIABILITY

- 11.1 The Services Agreement and these Conditions set forth the full extent of the Supplier's obligations and liabilities in respect of the Services (including any liability for the acts or omissions of its Affiliates) to the Client in respect of any breach of the Services Agreement, any use made by the Client of the Services, the Equipment, the Deliverables or any part of them and/or any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Services Agreement.
- 11.2 All warranties, conditions and other terms, express or implied by statute or common law including as to quality, fitness for a particular purposes or any other kind whatsoever that are binding on the Supplier are, to the fullest extent permitted by law, excluded from the Services Agreement.
- 11.3 Nothing in the Services Agreement nor these Conditions shall exclude or be deemed to exclude liability for death or personal injury arising from the negligence of either party or any person for which that party is vicariously liable or for any other liability the exclusion or limitation of which is prohibited by law.
- 11.4 Subject to clause 11.3 of these Conditions, and, where the provisions of Schedule 3 apply, subject also to paragraph 13 of Schedule 3:
 - 11.4.1 neither party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings; loss of goods loss of contract; loss of use; loss of corruption of data or information and/or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 11.4.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services Agreement shall be limited to the Fees (excluding any Expenses and any element of the Fees payable to third parties by the Supplier) actually received by the Supplier in respect of the Services being supplied at the date upon which the incident or occurrence which gave rise to a claim by the Client occurred;
 - 11.4.3 the Supplier shall not be liable for any failure to provide the Services if the Client is in breach of its obligations under these Conditions or the Services Agreement, including (without limitation) failure to provide the Client Support Services, or to the extent that such failure arises as a result of the willful default or negligence of the Client or its Affiliates or if the Client or any of its Affiliates has acted fraudulently;
 - 11.4.4 the Supplier shall not be liable for the acts or omissions of any person whom it recruits to provide services to the Client as part of its Services but who is acting under his or her own control and not as an employee or contractor of the Supplier or who is acting under



the control of the Client save where the Supplier specifically agrees to be liable for such persons in the Services Agreement;

- 11.4.5 the Supplier shall not be liable in any circumstances for any liability which is excluded under paragraph 4 of Schedule 1 (where the Services include Event Safety Advice Services and/or Event Management Advice Services) or under paragraph 12 of Schedule 3 (where the Services include Storage and/or Distribution Services) which terms shall apply without prejudice to this clause 11;
- 11.4.6 the Client's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to an amount equal to the Fees and Expenses save in respect of any damage to or loss or theft of Equipment supplied by the Supplier to the Client whilst risk in such Equipment is with the Client under the terms of this Agreement in which case the Client's liability shall be limited to the full replacement value of such Equipment.
- 11.5 The parties hereby acknowledge that any targets set out in the Services Agreement which rely on the free will of persons (including, for example only and without limitation, targets of number of persons to attend an event and targets to increase number of Client's customers) ("Targets") are outside of the control of Supplier. The Supplier does not guarantee that any such Targets shall be met and does not accept any liability on its own behalf or on behalf of any of its employees or contractors for any failure to meet the Targets unless such failure arises as a result of the material breach of the Supplier of its obligations hereunder or the negligence or wilful default of the Supplier.
- 11.6 The Client hereby irrevocably and unconditionally undertakes to the Supplier that it will, to the fullest extent permitted by law, indemnify and at all times keep the Supplier and each of its Affiliates indemnified against and pay an amount equal to all Losses, whatsoever which the Supplier or any of its Affiliates may wheresoever suffer or incur which arises directly or indirectly out of or in connection with or results from or is attributable to:
 - 11.6.1 the provision of the Services in accordance with the terms of these Conditions and the Services Agreement; and/or
 - 11.6.2 a breach or delay in performance of its obligations under the Services Agreement by the Client; and/or
 - 11.6.3 fraud of the Client of or its Affiliates; and/or
 - 11.6.4 negligence of Client or its Affiliates and/or
 - 11.6.5 the Supplier processing, accessing, publishing, displaying or distributing or dealing in any other way with the information or material contained within the In-Put Materials or any other information or material provided by the Client which results in a claim for defamation, illegality, false description or infringement of the Intellectual Property Rights of any third party.



12. DATA PROTECTION

Save where otherwise provided in the Services Agreement, either party may terminate this Agreement on 30 days' notice to the other.

12.1 The Client acknowledges and agrees that details of the Client's name, address and payment record may be used in connection with the Services.

12.2 **Data Protection Privacy Notice** - We use the information you provide primarily for the provision of services to you and for related purposes including:

12.2.1 updating and enhancing client records;

12.2.2 analysis to help us manage our business;

12.2.3 statutory returns; and

12.2.4 legal and regulatory compliance.

12.3 Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

12.4 Please note that our work for you may require us to pass on such information to third parties such as third party suppliers of services or equipment and other professional advisers. Our business may be audited or checked by our accountants, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so when the particular circumstances of the Service so require. All such third parties are required to maintain confidentiality in relation to the Services.

12.5 You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you or any of your staff needs to be corrected or updated.

12.6 **Data Protection – Your Obligations** - If you send us personal data about anyone you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

12.7 **Keeping You Informed** - We may from time to time send you information which we think might be of interest to you (for example about our other services). If you do not wish to receive that information please notify us, preferably in writing.

13. TERMINATION

13.1 Save where otherwise provided in the Services Agreement and in particular subject to the cancellation charges set out in the Cancellation Periods section on page 5 above, either party may terminate the Services Agreement on 30 days' notice to the other.



- 13.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Services Agreement without liability to the other immediately on giving notice to the other if:
- 13.2.1 the other party commits a material breach of any of the terms of these Conditions or the Services Agreement and (if such a breach is remediable within the time available, taking into account any breach which occurs in respect of an Event) fails to remedy that breach within 30 days of that party being notified in writing of the other; or
 - 13.2.2 the other party commits repeated breaches of any of the terms of these Conditions or the Services Agreement and for the purposes of this condition 13.2.2, failure to pay one or more invoices in accordance with the terms of these Conditions or the Services Agreement shall constitute a repeated breach by the Client;
 - 13.2.3 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - 13.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 13.2.5 a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - 13.2.6 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 13.2.7 the other party ceases, or threatens to cease, to trade; or
 - 13.2.8 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 13.3 The Supplier may terminate the Services Agreement with immediate effect in the event that the Client requests a change to the Services pursuant to clause 7.1 of these General Conditions and is unwilling or unable to agree the subsequent change to the Supplier's charges pursuant to clause 7.3.
- 13.4 Where the Services include the rental of Equipment by the Supplier, to the Client, the Services Agreement shall automatically terminate if a Total Loss (as defined in Schedule 2) occurs in relation to the Equipment.



- 13.5 Where the Services are provided in connection with an Event, the Supplier may terminate the Services Agreement with immediate effect in the event that:-
 - 13.5.1 the Supplier is of the reasonable opinion that it would be unsafe or inadvisable from any health and safety perspective for the Event to take place and has advised the Client of the same in writing; and/or
 - 13.5.2 the Supplier is of the reasonable opinion that the Event Safety Advice and/or Event Management Advice will not be adhered to by the Client and/or its Affiliates; and/or
 - 13.5.3 the Supplier is of the reasonable opinion that the Event will be cancelled by the Client;
 - 13.5.4 the Supplier is of the reasonable opinion that the scope of the Services is insufficient for the Event as a result of the Client's breach of clause 6.1.4 of these General Conditions and there is insufficient time prior to the Event in order to remedy the breach.
- 13.6 In the event that the Supplier notifies the Client of an increase in Fees pursuant to clause 8.2 of these Conditions, the Client may terminate those Services to which the Fee increase relates by giving the Supplier notice in writing of the termination of such Services prior to the date on which the new Fees shall take effect as set out in the notice. Such termination shall be without prejudice to the provisions of the Services Agreement which relate to Services in respect of which a Fee increase has not taken place unless the Services Agreement is otherwise terminated in accordance with its terms.
- 13.7 On termination or expiry of the Services Agreement for any reason:
 - 13.7.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt by the Client;
 - 13.7.2 the Client shall, within a reasonable time, return all of the Pre-existing Materials. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
 - 13.7.3 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 13.8 Without prejudice to the provisions of clause 13.7 of these Conditions on termination of the Services Agreement by the Client pursuant to clauses 13.1 or 13.6 of these Conditions, the Client shall not be entitled to any reimbursement of any payments made by or on behalf of the Client to the Supplier including, without limitation, the Fees, prior to the date of termination.
- 13.9 Without prejudice to the provisions of clause 13.7 of these Conditions and any other remedies available to the Supplier, on termination of this Agreement by the Supplier pursuant to clauses 13.2, 13.3, 13.4, 13.5 or 13.7 of these Conditions or pursuant to Schedule 3 or any other repudiation of the Services Agreement by the Client which is



accepted by the Supplier the Client shall not be entitled to any reimbursement of any payments made by or on behalf of the Client to the Supplier including, without limitation, the Fees, prior to the date of termination and shall pay on demand a sum equal to the whole of the Fees and Expenses (which Expenses the Supplier is unable to mitigate) that would (but for the termination) have been payable if the Services Agreement had continued until the end of the Term. The sums payable pursuant to this clause 13.9 shall be agreed compensation for the Supplier's loss resulting from the early termination of the Services Agreement and shall be payable in addition to any other sums payable to the Supplier by the Client on termination or expiry pursuant to the Services Agreement

- 13.10 Should the Client require its In-Put Material to be returned it must state this in the Services Agreement. Should this not be stated, the In-Put Materials will be held by the Supplier for 21 days after the termination or expiry of the Services Agreement and then be destroyed.
- 13.11 Without prejudice to clause 13.7 of these Conditions, where the Services include the rental of Equipment by the Supplier to the Client the provisions of paragraph 8 of Schedule 2 shall apply on termination or expiry in addition to the provisions of this clause 13.
- 13.12 Without prejudice to clause 13.7 of these Conditions, where the Services include the provision of Storage by the Supplier to the Client the provisions of paragraph 11 of Schedule 3 shall apply on termination or expiry in addition to the provisions of this clause 13.

14. FORCE MAJEURE

- 14.1 The Supplier shall have no liability to the Client under the Services Agreement if it is prevented from or delayed in performing its obligations under the Services Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, traffic congestion, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (a **"Force Majeure Event"**).
- 14.2 Where the Services include the provision of Storage (as defined in Schedule 3), the Supplier does not agree and is not obliged to maintain the safety or security of any Goods, the Supplier's Site and/or the Designated Storage Space during the continuation of a Force Majeure Event in order to protect the Goods from damage or loss. The Supplier may refuse the Client and/or its Authorised Persons access to the Supplier's Site during the continuation of a Force Majeure Event. Any defined terms used in this clause 14.2 shall have the meaning set out in Schedule 3.



15. NOTICES

Notice given under the Services Agreement shall be in writing, sent for the attention of the person, and to its registered office address or fax number, given in the Services Agreement (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 15 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a Business Day), at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

16. BRIBERY

The Client shall:

- 16.1.1 comply with all Applicable Legislation relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 16.1.2 have and shall maintain in place throughout the term of the Services Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 16.1.3 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Services Agreement;

immediately notify the Supplier (in writing) if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client and the Client warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Services Agreement).
- 16.2 The Client shall ensure that any person associated with the Client who is performing services and/or supplying goods in connection with the Services Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Client in this clause 16 (Relevant Terms). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this clause 16 shall be deemed a material breach of the Services Agreement.



- 16.4 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 16 a person associated with the Client includes but is not limited to any subcontractor of the Client.

17 GENERAL

- 17.1 Subject to clause 7.2 of these Conditions, no variation of the Services Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 17.2 A waiver of any right under the Services Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 17.3 Unless specifically provided otherwise, rights arising under the Services Agreement are cumulative and do not exclude rights provided by law.
- 17.4 If any provision (or part of a provision) of the Services Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 17.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 17.6 The parties agree, in the circumstances referred to in clause 17.4 of these Condition and if clause 17.5 of these Conditions does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 17.7 Each of the parties acknowledges and agrees that, in entering into the Services Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Services Agreement, other than as expressly set out in the Services Agreement.
- 17.8 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Services Agreement.
- 17.9 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Services Agreement.



- 17.10 Nothing in the Services Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other 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).
- 17.11 Any delay by the Supplier in exercising or enforcing any right under the Services Agreement does not prevent the Supplier from exercising or enforcing such rights in the future.
- 17.12 Where two or more persons are a party to the Services Agreement, their obligations shall be joint and several.
- 17.13 The Services Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 17.14 The Services Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions, the Services Agreement, or its subject matter.





SCHEDULE 1

SPECIAL CONDITIONS

EVENT SAFETY AND EVENT MANAGEMENT ADVICE AND SERVICES

The following special conditions will apply where the Services include Event Safety Advice and/or Event Management Advice and Services

DEFINITIONS

1.1 In this Schedule 1 the following words shall have the following meanings:-

Contractor: shall have the meaning in paragraph 2.2 of this Schedule 1;

Event Safety Advice: advice by the Supplier in connection with the health and safety aspects of an event, the scope of which shall be as set out in the Services Agreement or otherwise as agreed in writing and may include, without limitation, preparation of risk assessments, event safety management plan, crowd management plan, event risk assessment and/or fire risk assessment, provision of event build safety officer and advice on CDM compliance, provision of a safety officer or full event safety team for the event, carrying out reviews of sub-contract, attendance at meetings of Safety Advisory Group meetings; provision of medical teams, security teams and/or traffic management teams;

Event Management Advice: advice by the Supplier in connection with the management and production of the event, the scope of which shall be as set out in the Services Agreement or as otherwise agreed in writing and may include, without limitation, assistance with the design and delivery of an event, assistance with procurement of talent for an event

STATUS OF THE SUPPLIER

2.1 Where the Supplier is providing Event Safety Advice and/or Event Management Advice as part of the Services the Client acknowledges and agrees that:

2.1.1 it shall remain ultimately responsible for the health and safety of everyone attending the Event and such responsibility cannot be discharged;

2.1.2 it must take reasonable steps to satisfy itself that its contractors are competent;

2.1.3 it shall remain responsible for its own contractors and sub-contractors; and

2.1.4 the Supplier cannot take any decisions on behalf of the Client as its role is advisory only.



- 2.1.5 the Supplier will only review the Clients contractor and sub-contractor documents when;
 - 2.1.5.1 the client shares documents with the Supplier in the agreed timescales
 - 2.1.5.2 once event build commences the Supplier will not carry out any other document reviews
 - 2.1.5.3 if the Client contractor or sub-contractor does not understand the Suppliers feedback then they should seek competent advice
- 2.1.6 Supplier can conclude Clients contractor or sun-contractor document review process when final advice has been issued
- 2.2 Where the Services include procurement of third party agents, contractors or sub-contractors ("Contractors" and each a "Contractor") for the Event, including, without limitation, security staff and stewards, medics, clear up teams, talent, and/or waste removal teams, the Supplier's obligations shall extend to sourcing and introducing to the Client such Contractors whom it reasonably believes, based upon its experience and knowledge of the industry, will provide the relevant services in accordance with industry standards and at competitive prices and who may wish to enter into a direct contractual relationship with the Client to provide such services. Any such Contractors shall enter into a direct contract with the Client unless otherwise agreed in writing.
- 2.3 For overseas projects and incentive travel procets the Supplier can:
 - 2.3.1 formulate a project safety plan to address staff travel and working overseas on an individual project: and
 - 2.3.2 formulate a Risk Assessment to accompany that project safety plans; and
 - 2.3.3 formulate a Traveller Safety Breifing document for staff travelling overseas that is specific to country and programme which will be relevant at the time of publication; and
 - 2.3.4 forulate advisory points for the client to use when contracting a DMC
 - 2.3.5 offer advice and checklists to inform and support the Client (and their end client) decision making process when slecting suppliers and programme content.
 - 2.3.6 The Supplier will not review the Clients non-uk based contractors or sub-contracts competence, local compliance or the adequacy of their safety documentation against local legal standards

CLIENT RESPONSIBILITIES

- 3.1 Without prejudice to the provisions set out in clause 6 of the General Conditions and any other obligations or responsibilities of the Client hereunder, the Client shall during the term of the Services Agreement:-



- 3.1.1 be solely responsible for ensuring that it and each of its Affiliates adheres, at all times in connection with the Event, in full to the Event Safety Advice and/or Event Management Advice of the Supplier; and
- 3.2 notify the Supplier immediately upon any changes to any aspect of the Event which may affect or alter the In-Put Materials, the Event Safety Advice and/or the Event Management Advice, including, without limitation, capacity, number of attendees, content, infrastructure, on-site services, number of employees on site, number and nature of on-site traders, number and nature of on-site suppliers, contractors, sponsors and sponsorship activations, use of pyrotechnics or flammables or other special effects.

4 ADDITIONAL LIABILITY

- 4.1 Without prejudice to clause 11 of the General Conditions, the Supplier shall not be liable for any Losses suffered or incurred by the Client which arises directly or indirectly as a result of:
 - 4.1.1 the acts or omissions of any contractor to the Event who is not a sub-contractor, and under the direct management control, of the Supplier;
 - 4.1.2 the Client and/or any of its Affiliates willfully or negligently failing fully to adhere to the Event Safety Advice and/or the Event Management Advice;
 - 4.1.3 the Client and/or any of its Affiliates acting in breach of paragraph 3.1.2 of this Schedule 1 or otherwise providing false, inaccurate or incomplete information to the Supplier in connection with the Event and with the Event Safety Advice and/or the Event Management Advice; or
 - 4.1.4 wilful or negligent failure by the Client to adhere to the Applicable Legislation, including, without limitation, to engage competent contractors unless such failure is the result of adherence by the Client to the Event Safety Advice.
- 4.2 The Supplier does not guarantee that any Contractor to whom it introduces the Client in accordance with the Services and with whom the Client enters into a contract or its Affiliates will abide by the terms of their respective contracts with the Client or that they will not carry out tortious acts. The Supplier shall not be liable for any such breach of contract or tortious act or for any other action or inaction of any Contractor or any of the Contractors' Affiliates, but only in circumstances where the Supplier has not encouraged or incited any such act, action or inaction and is not jointly liable, has not been contributory negligent or otherwise acted in concert or as joint tortfeasor, which may give rise to a right of action against such Contractor or Contractors' Affiliates. Where the Client has a legal right of action against a Contractor(s) and/or a Contractors' Affiliate(s) it shall exercise such right of action against the relevant Contractor(s) and/or the Contractors' Affiliate(s) (as applicable) and shall not seek to bring any action, proceedings or claim or to make any recovery by any means whatsoever against the Supplier in respect of any all Losses, which it may suffer or incur directly or indirectly as



a result of the action or inaction of any Contractor or any of the Contractors Affiliates, but only in circumstances where the Supplier has not encouraged or incited any such act, action or inaction and is not jointly liable, has not been contributory negligent or otherwise acted in concert or as joint tortfeasor.

- 4.3 The Client acknowledges that where the Services include Event Management Services and the Supplier agrees to procure talent to perform at the Event any such obligation will be to use reasonable endeavours to procure such talent and the Supplier cannot guarantee that any specified artist or any artist will agree to perform at the Event.



SCHEDULE 2

SPECIAL CONDITIONS

EQUIPMENT RENTAL

The following special conditions will apply where the Services include the rental of Equipment to the Client

1. DEFINITIONS

1.1 In this Schedule 2 the following words shall have the following meanings:-

Delivery: the transfer of physical possession of the Equipment to the Client at the Site;

Purpose: the purpose for which the Supplier agrees the Client may use the Equipment as set out in the Services Agreement or as otherwise agreed in writing between the parties;

Rental Period: the period of hire as set out in the Services Agreement or as otherwise agreed in writing.

Site: the location to which the Equipment shall be delivered as set out in the Services Agreement or as otherwise agreed by the Supplier in writing;

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

2. EQUIPMENT HIRE

2.1 The Supplier shall hire the Equipment to the Client for use at and in such environs of the Site [as shall be agreed in writing] for the Purpose subject to the terms and conditions of the Services Agreement.

2.2 The Supplier shall not, other than in the exercise of its rights under the Services Agreement or Applicable Legislation, interfere with the Client's quiet possession of the Equipment.

3. RENTAL PERIOD

The Rental Period shall commence and end on such dates and at such times as are set out in the Services Agreement, Quote or as otherwise agreed in writing between the parties unless the Services Agreement is terminated earlier in accordance with its terms.



4. DEPOSIT

- 4.1 The Deposit is a deposit against default by the Client of payment of any Fees and/or Expenses for hire of the Equipment or any loss of or damage caused to the Equipment.
- 4.2 The Client shall, on the date set out in the Services Agreement or Quote or as otherwise agreed in writing, pay an amount equal to the Deposit to the Supplier. If the Client fails to pay any Fees or Expenses in accordance with the Services Agreement or Quote or as otherwise agreed in writing, or causes any loss or damage to the Equipment (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Client shall pay to the Supplier any sums deducted from the Deposit within ten (10) Business Days of a demand for the same during the Rental Deposit. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

5. DELIVERY AND INSTALLATION

- 5.1 Delivery of the Equipment shall be made by the Supplier or on the Supplier's behalf. The Supplier shall use reasonable endeavours to effect Delivery by the date and time agreed between the parties subject to clause 14 of the General Conditions.
- 5.2 Title shall remain with the Supplier at all times but risk shall transfer in accordance with paragraph 6 of this Schedule 2.
- 5.3 Where the Equipment does not require installation, the Client shall procure that a duly authorised representative of the Client shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the Purpose. If required by the Supplier, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.4 Where the Equipment does require installation and the Supplier agrees in writing to carry out such installation, the Supplier shall at the Client's expense install the Equipment at the Site. The Client shall procure that a duly authorised representative of the Client shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute Delivery and conclusive evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the Purpose. If required by the Supplier, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.5 Where the Equipment requires installation and such installation is carried out by the Client or on its behalf by a third party, the provisions of paragraph 5.2 of this Schedule 2 shall apply to the Delivery of such Equipment and the Client shall be liable for any



damage or loss caused to the Equipment as a result of any defects in the installation and the Supplier shall have no liability whatsoever for any failure in the operation of the Equipment or losses, costs, claims expenses which arise as a result of such defective installation.

- 5.6 To facilitate Delivery and installation, the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously including any materials, facilities, access and working conditions specified in the Services Agreement or otherwise agreed in writing.

6. TITLE, RISK AND INSURANCE

- 6.1 The Equipment shall at all times remain the property of the Supplier, and the Client 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).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on Delivery. The Equipment shall remain at the sole risk of the Client during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Client (**Risk Period**) until such time as the Equipment is redelivered to or collected by the Supplier at the agreed delivery address for the Supplier. During the Rental Period and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:
- 6.2.1 insurance of the Equipment 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, and such other risks as the Lessor may from time to time nominate in writing;
- 6.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and insurance against such other or further risks relating to the Equipment as may be required by any Applicable Legislation, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Client.
- 6.3 All insurance policies procured by the Client shall be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment. The Client shall be responsible for paying any deductibles due on any claims under such insurance policies.



- 6.4 The Client shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.
- 6.5 If the Client fails to effect or maintain any of the insurances required under the Services Agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Client.
- 6.6 The Client shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

7. CLIENT'S RESPONSIBILITIES

- 7.1 Without prejudice to the provisions set out in clause 6 of the General Conditions and any other obligations or responsibilities of the Client hereunder, the Client shall during the term of the Services Agreement:
 - 7.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated and, where agreed, for the Purpose, in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
 - 7.1.2 take such steps (including compliance with all safety and usage instructions provided by the Client) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 7.1.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the first date of the Rental Period (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
 - 7.1.4 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately upon installation;
 - 7.1.5 keep the Supplier fully informed of all material matters relating to the Equipment;
 - 7.1.6 at all times keep the Equipment in the possession or control of the Client at the Site or if it is to be used in environs external to the Site with the written agreement of the



Supplier, keep the Supplier informed of its location and when it is not in use keep it in a secure location;

- 7.1.7 permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 7.1.8 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;
- 7.1.9 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Client shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all Losses incurred as a result of such affixation or removal;
- 7.1.10 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Client must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of the Services Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
- 7.1.11 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Client shall notify the Supplier and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all Losses incurred as a result of such confiscation;
- 7.1.12 not use the Equipment for any unlawful purpose;
- 7.1.13 ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 7.1.14 deliver up the Equipment at the end of the Rental Period or on earlier termination of the Services Agreement at such address as the Supplier requires, or if necessary allow the





Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and

- 7.1.15 not do or permit to be done anything which could invalidate the insurances referred to in paragraph 6 of this Schedule 2.
- 7.1.16 The Client 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 Client or its officers, employees, agents and contractors, and the Client undertakes to indemnify the Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Lessee to comply with the terms of this Agreement.

8. CONSEQUENCES OF TERMINATION APPLICABLE WHERE SERVICES INCLUDE EQUIPMENT RENTAL

- 8.1 Without prejudice to the provisions of clause 13 of the General Conditions and any other rights available to the Supplier at law, upon termination or expiry of the Services Agreement, however caused:
 - 8.1.1 the Supplier's consent to the Client's possession of the Equipment shall terminate and the Supplier may, by its authorised representatives, without notice and at the Client'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
 - 8.1.2 without prejudice to any other rights or remedies of the Supplier, the Client shall pay to the Supplier on demand any costs and expenses incurred by the Supplier in recovering the Equipment and/or in collecting any sums due under the Services Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 8.2 The sums payable pursuant to clause 13.9 of the General Conditions may be partly or wholly recovered from any Deposit.



SCHEDULE 3

STORAGE AND DISTRIBUTION

The following special conditions will apply where the Services include Storage and Distribution of Client's Goods

1. DEFINITIONS

1.1 In this Schedule 1 the following words shall have the following meanings:

Accepted Goods: those of the Client's Goods which the Supplier agrees may be Stored in the Designated Storage Space from time to time pursuant to paragraph 2.2 of this Schedule 3;

Accepted Goods Losses: includes in relation to Goods (without limitation) loss (including theft), destruction, damage, unavailability, contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery, non-compliance with instructions or obligations or incorrect advice or information;

Authorised Persons: shall have the meaning in paragraph 4.3 of this Schedule 3;

Client's Site: the location to which the Goods shall be Delivered and/or from which they shall be Collected as set out in the Services Agreement or otherwise agreed by the Supplier in writing from time to time;

Collection: the transfer of physical possession of the Goods from the Client at the Client's Site to the Supplier and subsequent Redelivery by the Supplier and "**Collect**" shall be construed accordingly;

Consignment: shall have the meaning in paragraph 7.2 of this Schedule 3;

Dangerous Goods:

- (a) those substances and articles the carriage of which is prohibited under The Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations 2009, or authorised only under the conditions set out in such legislation;
- (b) any firearm, weapon, explosive or ammunition;
- (c) any drug, poison, damaging article or substance or any article or substance likely to encourage vermin or other pests likely to cause infection;
- (d) combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents;

chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature; and



- (e) Goods which although not included in (a) to (e) above, present a similar hazard in the absolute opinion of the Supplier;

Delivery: the transfer of physical possession of the Goods from the Supplier at the Supplier's Site to the Client at the Client's Site and "**Deliver**" shall be construed accordingly;

Designated Storage Space: the location within the Supplier's Site designated by the Supplier in its absolute discretion for the time being for Storage of the Accepted Goods and which may be changed in accordance with paragraph 4.5 of this Schedule 3;

Estate: any estate of land on which the Supplier's Site is situated from time to time;

Goods: goods whether a single item or in bulk or contained in one parcel, package or container as the case may be or any number of separate items, parcels, packages or containers;

Insured Risks: any insurable risk, including without limitation. physical loss of or damage to the Accepted Goods caused by fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, ingress of water or other liquid substance, moth, insect or vermin, theft, impact by vehicles, subsidence, ground slip, heave, riot, strike, civil commotion, malicious damage and any other risks against which the Supplier requests insurance should be in place in respect of the Accepted Goods in Storage from time to time;

Prohibited Goods:

- (a) any Dangerous Goods;
- (b) food or perishable goods;
- (c) birds, fish, animals or other living creatures;
- (d) any items which emit fumes, smell or odour;
- (e) any illegal substances, illegal items or Goods illegally obtained including, without limitation, counterfeit Goods, illicit (smuggled/counterfeit), tobacco, illicit alcohol, unlicensed medicines, unsafe Goods (including electrical item and fireworks); and
- (f) compressed gases;

Redelivery: the transfer of physical possession of the Goods from the Supplier to the Client at the Supplier's Site following Collection;

Service Media: all media for the supply or removal of heat electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

Storage: the storage and handling of Accepted Goods including unloading and loading the Accepted Goods and movement of Goods within the Supplier's Site and such other ancillary services as may be included within the Services Agreement or which the Supplier may otherwise agree to in writing. "Store" and "**Stored**" shall be construed accordingly;



Storage Period: the period during which the Supplier has agreed that the Accepted Goods may be stored at the Supplier's Site as set out in the Services Agreement or otherwise agreed in writing; and

Supplier's Site: the address of the Supplier's storage unit at which the Accepted Goods are Stored, which, shall be The Hay Shed, Little Manwood Farm, Matching Green, Essex, CM17 0RP or such other address as the Supplier may notify to the client from time to time.

2. ACCEPTED GOODS AND SERVICES

- 2.1 The Client shall be responsible for providing all information and a description of the Goods to the Supplier prior to the Supplier agreeing whether or not to accept such Goods. The information shall include all details requested by the Supplier including, without limitation, in relation to the weight, size, nature, quantity and condition of the Goods.
- 2.2 No Goods shall be Stored at the Supplier's Site unless the Supplier has agreed in writing that they are accepted and the Supplier may refuse to permit the Client to Store any Goods. Any Goods accepted pursuant to this paragraph 2.2, shall be **"Accepted Goods"** for the purpose of the Services Agreement.
- 2.3 Where Accepted Goods are removed from and returned to Storage, the Client shall be responsible for updating the information provided at paragraphs 2.1 and 2.4 of this Schedule 3, each time the Accepted Goods are returned to Storage. The Supplier shall be entitled to refuse to allow any Goods to enter the Designated Storage Site which are not Accepted Goods.
- 2.4 Without prejudice to paragraph 2.1 of this Schedule 3, the Client must not provide or deliver any Prohibited Goods for Storage unless the same have been approved in advance in writing by the Supplier. For the avoidance of doubt, any Goods which fall within definition (e) of Prohibited Goods shall not be accepted by the Supplier under any circumstances. Any attempt to deliver Prohibited Goods to the Supplier for Storage which are not Approved Goods shall be deemed a material breach of this Agreement.
- 2.5 Any Prohibited Goods accepted for Storage must comply strictly with any conditions notified by the Supplier to the Client relating to the Supplier's acceptance of such Prohibited Goods and must be properly and safely packed, marked, labelled and documented in accordance with all Applicable Legislation and during the term of the Storage Period. Whilst any Dangerous Goods remain in Storage, the Client shall keep the Supplier informed of any changes to Applicable Legislation concerning the Storage or handling of any Dangerous Goods.
- 2.6 Without prejudice to the provisions of paragraph 2.2 of this Schedule 3, the Supplier may require the Client to collect any previously Approved Goods (including any Prohibited Goods) from the Designated Storage Space on 7 days' notice if in the Supplier's opinion



the safety of any person on the Supplier's Site or the security of the Supplier's Site or the Estate or any part of it or any contents would be put at risk, or the Supplier may be in breach of any Applicable Legislation by the continued Storage of any such previously Approved Goods.

- 2.7 Upon receipt of the Goods for Storage or for Delivery or Collection, if so requested by the Client the Supplier shall provide a receipt for the Accepted Goods. The Supplier shall give no warranty as to the condition of the Accepted Goods on acceptance and the burden of proving the condition of the Accepted Goods on receipt by the Supplier and that the Accepted Goods complied with the information provided pursuant to paragraphs 2.1 and 2.4 of this Schedule 3 shall rest with the Client.
- 2.8 The Supplier shall notify the Client of any pre-existing damage to and/or deficiency in the Accepted Goods to be Stored, within a reasonable time of the Supplier becoming aware of such damage and/or deficiency. Such Goods shall at the Client's request be returned to the Client at the Client's expense or continue to be Stored (subject to paragraph 2.6 of this Schedule 3).
- 2.9 The Supplier shall provide the Services with reasonable skill and care but in the absence of any prior written agreement to the contrary, no particular precautions nor any special treatment will be taken in respect of the Approved Goods.

3. STATUS OF CLIENT AND GOODS

- 3.1 The Client warrants, represents and agrees that:
 - 3.1.1. it is either the owner of the Goods or irrevocably authorised on behalf of the owner of the Goods to Store the Goods in the Supplier's Site, agree for the Supplier to Deliver and/or Collect the Goods (where applicable) and accept these Conditions on such owner's behalf and that the Client acts as a duly authorised agent of such person;
 - 3.1.2 the information and description of the Goods provided to the Supplier pursuant to paragraphs 2.1 and 2.4 of this Schedule 3 is true, accurate and not misleading in all material respects;
 - 3.1.3 the Accepted Goods comply with all Applicable Legislation relating to the Storage, carriage, packing, marking, documentation and labelling of such articles or substances and the Client holds all necessary licences which are required in relation to the same and the Accepted Goods are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination or deterioration (or possibility of them) to any person, premises, equipment or any other item;
 - 3.1.4 the ownership, possession, Storage and handling of the Goods by the Client, the owner if such person is not the Client, and the Supplier is legally permitted under the Applicable Legislation;



- 3.1.5 it has notified the Supplier of any particular precautions and/or special treatment which is required in relation to the Goods with which the Supplier would need to comply and if the Supplier so agrees, the Client agrees to pay the costs of any such compliance;
- 3.1.6 nothing in the Services Agreement is intended to nor shall it create a lease or tenancy or constitute the Supplier as a bailee of Goods; and
- 3.1.7 the Client has had an opportunity to inspect the Designated Storage Space and are satisfied that it is suitable for the Storage of the Agreed Goods.
- 3.2 A breach of any of the warranties set out in paragraph 3.1 above shall be deemed to be a material breach of the Services Agreement.
- 3.3 The Supplier's obligations and duties are to the Client only and not to any third party.

4. LICENCE

- 4.1 Subject to compliance by the Client with the terms of the Services Agreement, including, without limitation, payment of the Fees and any Expenses, the Supplier shall licence to the Client and no other person and without the right to sub-licence, the right to:
 - 4.1.1 use such Designated Storage Space for Storage of the Accepted Goods in accordance with the Services Agreement for the duration of the Storage Period or until earlier termination of the Services Agreement in accordance with its terms;
 - 4.1.2 access the Supplier's Site using such routes of access and egress as the Supplier shall notify to the Client from time to time;
 - 4.1.3 have access to the Designated Storage Space on 24 hours' notice during normal business hours being 9am-5pm during Business Days for the purposes of removing, depositing, substituting or inspecting the Accepted Goods.
- 4.2 No access to the Supplier's Site or the Designated Storage Space shall be permitted for any other purpose or at any other times other than as set out in paragraph 4.1 of this Schedule 3.
- 4.3 Only the Client and persons authorised in writing or accompanied by the Client ("**Authorised Persons**") will be allowed to have access to the Supplier's Site and the Designated Storage Space. Each Authorised Person is the Client's agent and the Client shall remain responsible for the actions of its Authorised Persons and be liable to the Supplier and other users of the Supplier's Site for the acts and omissions of such Authorised Persons. The Client may withdraw authorisation of an Authorised Person at any time but the withdrawal will not be effective until the Supplier receives notification in writing. The Supplier may ask the Client or any Authorised Person for identification at any time and may refuse access to any person (including the Client) who is unable to provide satisfactory proof of identity. The Supplier may refuse the Client or an Authorised Person access at any time if it considers in its absolute discretion that the



safety of any person on the Supplier's Site, or the security of the Supplier's Site or its contents, or other units or their contents, will be put at risk by allowing such access.

- 4.4 The Services Agreement shall not confer on the Client or any of its Affiliates or Authorised Persons any right to exclusive possession of the Designated Storage Space or any other part of the Supplier's Site.
- 4.5 The Supplier may on giving the Client 7 days' notice require the Client to remove the Approved Goods from the current Designated Storage Space ("**Current DSS**") to another Designated Storage Space (the "**New DSS**") which shall not be smaller than the Current DSS. The Supplier shall pay the Client's reasonable costs of removal to the New DSS (unless the reason for the removal is damage caused to the Current DSS by the Client, its Affiliates or Authorised Persons) which have been approved in advance in writing by the Supplier. In the event that the Client does not arrange the removal of all of the Approved Goods to the New DSS by the time specified in the Supplier's notice, the Supplier and its agents and contractors will move the Approved Goods to the New DSS and may enter the Current DSS and New DSS to do so. In moving the Approved Goods, the Supplier and its contractors and agents will act as the Client's agent and the removal of the Approved Goods will be at the Client's risk (except for any loss or damage willfully caused by the Supplier, and its agents and contractors and subject to the provisions of clause 11 of the General Conditions).
- 4.6 Upon any change to the Designated Storage Space pursuant to paragraph 4.5 of this Schedule 3 above, the New DSS shall be the Designated Storage Space for the purposes of the Services Agreement and the Services Agreement shall remain in full force and effect in respect of the New DSS.

5. CLIENT'S RESPONSIBILITIES

- 5.1 Without prejudice to clause 6 of the General Conditions and any other obligations or responsibilities of the Client hereunder, the Client shall during the term of the Services Agreement, the Client must not, and must not allow any other person to:
 - 5.1.1 do or fail to do anything which causes or may cause any of the Supplier's or the Estate owners' or occupiers' of the Supplier's Site or the Estate or any other lettable units on the Estate or any owners' or occupiers' of neighbouring property insurance policies to be vitiated or the premiums relating to such policies to be increased;
 - 5.1.2 use the Supplier's Site for any part of it or any illegal purpose nor for any purpose or in a manner that would or might cause loss, damage, injury, nuisance, obstruction or inconvenience to the Supplier, the Estate owner or any other owners or occupiers of the Supplier's Site, the Estate, any other lettable units on the Estate or any neighbouring property;
 - 5.1.3 use the Supplier's Site or any part of it for any purpose other than Storage and for the avoidance of doubt not use the Supplier's Site as offices or living accommodation or



provide the address as a home or business address whether for the purposes of receiving mail or for any other purpose;

- 5.1.4 make any alterations whatsoever to the Supplier's Site;
- 5.1.5 attach anything to the internal or external surfaces of the Supplier's Site;
- 5.1.6 do or fail to do anything which results or could result in the Supplier being in breach of its lease for the Supplier's Site;
- 5.1.7 install, alter the route or make any other alterations or in any way interfere with the Service Media at the Supplier's Site;
- 5.1.8 do or fail to do anything which would result in the Supplier's Site or the Estate being left in a state which was not clean, tidy or in worse repair and condition than at the start of the Storage Period;
- 5.1.9 overload any structural part of the Supplier's Site or the Estate nor any Service Media at or serving the Supplier's Site;
- 5.1.10 do or fail to do anything which would be a risk to the health and safety of others or which may result in damage to the Supplier's Site or the Estate or any property upon the Estate or any neighbouring property;
- 5.1.11 interfere in any way with the fire prevention, detection and/or fighting machinery and equipment and fire alarms which are present at the Supplier's Site or otherwise upon the Estate or any part of it;
- 5.1.12 make any acknowledgement that the flow of light or air to the Supplier's Site or any other part of the Estate or that the means of access to the Supplier's Site or any other part of the Estate is enjoyed with the consent of any third party;
- 5.1.13 allow any liquid, substance, smell or odour to escape from the Supplier's Site or any noise to be audible or vibration to be felt outside of the Supplier's Site;
- 5.1.14 cause any damage to the Supplier's Site or any other client's Designated Storage Space or any part of the Estate or the facilities on the Supplier's Site or any property of the Supplier, the Estate owner or any other occupier or user of the Supplier's Site or the Estate or any neighbouring property;
- 5.1.15 leave anything in or cause any obstruction or undue hinderence in any passageway, stairway, road, service area, or any other part of the Supplier's Site or the Estate;
- 5.1.16 deposit any waste or refuse upon the Estate; and
- 5.1.17 not do or fail to do anything to obstruct the flow of light or air to the Supplier's Site or any other part of the Estate.
- 5.2 The Client must and must ensure all of its Authorised Persons:
 - 5.2.1 use reasonable care when on the Estate, in the Supplier's Site and in the Designated Storage Space and take all reasonable care of the Estate, the Supplier's Site, the



Designated Storage Space and of the Supplier's property and that of any other users of the Supplier's Site and/or the Estate and any neighbouring property;

- 5.2.2 observe all reasonable and proper regulations made by the Supplier from time to time and notified to the Client in relation to the use of the Supplier's Site and access to and egress from the Supplier's Site;
- 5.2.3 comply with all Applicable Legislation in relation to the use of the Supplier's Site pursuant to the Services Agreement;
- 5.2.4 notify the Supplier in writing as soon as the Client or any of its Affiliates or Authorised Persons become aware of any damage or defect in the Supplier's Site;
- 5.2.5 at all times act courteously to persons upon the Estate;
- 5.2.6 exercise reasonable care for its own safety and others upon the Supplier's Site and the Estate in accessing and using the Supplier's Site; and
- 5.2.7 remove any waste or refuse from the Supplier's Site at the Client's own cost.
- 5.3 The Client shall:
 - 5.3.1 be responsible for the Supplier's costs of disposing of such waste or refuse if the Client does not remove it from the Estate and a charge for any use made of the Supplier's bins shall be added to the Client's next invoice;
 - 5.3.2 pay the Supplier's costs of repairs to or cleaning or making good the Designated Storage Space, Supplier's Site and/or Estate as a result of any damage or defects caused by the Client, its Affiliates and any Authorised Person including, but not limited to, the Client's removal, haulage and/or delivery contractors; and
 - 5.3.3 submit to the Supplier an inventory of the Goods on-site at the Designated Storage Space from time to time as and when requested.

6. SUPPLIER'S RIGHTS

- 6.1 The Client shall permit the Supplier and its Affiliates to enter the Designated Storage Space in the following circumstances:
 - 6.1.1 provided the Supplier gives 7 days' notice in order to inspect the Designated Storage Space or carry out repairs, maintenance or alterations to it or any other part of the Site;
 - 6.1.2 at any time without notice, if:
 - 6.1.2.1 the Supplier reasonably believes the Designated Storage Space contains Goods which have been brought into the Designated Storage Space in breach of paragraphs 2.2 to 2.6 of this Schedule 3 or have not been removed in breach of paragraph 2.6 of this Schedule 3;



- 6.1.2.2 the Supplier reasonably believes that the Client is acting in breach of paragraph 5.1 and/or 5.2 (and any of their sub-paragraphs) of this Schedule 3 in its use of the Designated Storage Space.
- 6.1.2.3 the Supplier is required to do so by any of the emergency services, Local Authority, trading standards, HMRC any other regulatory or government body or statutory authority or by a court order;
- 6.1.2.4 for any purpose if the Supplier believes it is necessary in an emergency;
- 6.1.2.5 to obtain access in accordance with paragraph 4.5 of this Schedule 3;
- 6.1.2.6 to allow the landlord and its authorised persons access in accordance with the terms of the lease of the Supplier's Site;
- 6.1.2.7 to obtain access in accordance with paragraph 10 of this Schedule 3;
- 6.1.2.8 to prevent damage or injury to persons or property;
- 6.1.2.9 the provisions of clause 13.2.3 – 13.2.8 of the General Conditions apply;
- 6.1.2.10 for the purpose of ascertaining whether the Designated Storage Space contains any Prohibited Items or if the Supplier reasonably believes entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.

7. DELIVERY AND COLLECTION

- 7.1 The Client shall deliver and collect the Goods to and from the Supplier's Site on such date as the parties shall agree in the Services Agreement or otherwise in writing which date shall not be before or after the start and end of the Storage Period unless otherwise agreed in writing. Where no such dates are agreed the Client shall give the Supplier no less than 48 hours' notice of its intention to deliver or collect Goods from the Supplier's Site or where it requires Delivery or Collection of the Goods by the Supplier it shall give no less than seven days' notice of such Delivery and/or Collection request containing the information set out in paragraph 7.2 of this Schedule 3.
- 7.2 Where the Client requires Delivery and/or Collection by the Supplier, it shall provide the Supplier with written details (being those details required under paragraph 2.1 and 2.4 of this Schedule 3) of the Goods which it wishes to have Delivered and/or Collected (the "**Consignment**") seven days prior to any such Delivery or Collection and provide such additional information as the Supplier may require, on a timely basis, in order to estimate the costs of such Delivery and/or Collection and the relevant vehicles which will be required. The Supplier shall not be liable for any failure or delay in Delivering and/or Collecting the Consignment which result from any inaccuracies or shortfalls in the information provided pursuant to this paragraph 7.2.
- 7.3 The Supplier shall be under no obligation to Deliver or Collect the Consignment until it has agreed in writing to do so and the Client has accepted the quote for such Delivery



and/or Collection. Where the Client agrees to accept Dangerous Goods as part of the Consignment, they must be classified, packed, marked, labelled and documented in accordance with the Applicable Legislation for the carriage by road of the relevant substances.

- 7.4 Any costs or charges incurred by the Supplier in the Delivery and/or Collection including, without limitation, tariffs, tolls, road charges or otherwise (excluding parking fines) shall be an Expense of the Supplier which shall be reimbursed by the Client in addition to the Supplier's charges for Delivery and/or Collection.
- 7.5 Delivery, Collection and/or Redelivery of the Consignment shall be made by the Supplier or on the Supplier's behalf. The Supplier shall use reasonable endeavours to effect Delivery, Collection and Redelivery by the date and time agreed between the parties subject to clause 14 of the Conditions.
- 7.6 The Client shall procure that a duly authorised representative of the Client shall be present at the loading and unloading of the Consignment for Delivery and/or Collection and Redelivery by the Supplier. Acceptance of Delivery at the Client's Site and of Delivery or Redelivery at the Supplier's Site by such representative shall constitute conclusive evidence that the Client has examined the Consignment and has found the Goods to be in the same condition when tendered for unloading as they were immediately prior to loading (where the Supplier loaded) or immediately following loading (where the Client loaded). If required by the Supplier, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 7.7 The Supplier shall be under no obligation to effect a Delivery or Collection unless:
 - 7.7.1 the Client's representative is present at the agreed times of loading and unloading in accordance with paragraph 7.6 of this Schedule 3; and
 - 7.7.2 the Client (at its sole cost) provides safe, prompt and adequate access to the Client's Site and any unloading facilities and equipment (if required); and
 - 7.7.3 where the Supplier has agreed to provide the labour to load and/or unload the Goods, the Client does not restrict the Supplier from loading and/or unloading the Consignment.
- 7.8 In the event of breach of paragraph 7.7 of this Schedule 3 by the Client:
 - 7.8.1 the Supplier shall be released of its obligations in relation to Delivery and/or Collection and may refuse to undertake a reattempt at Delivery and/or Collection even once such breach(es) are rectified;
 - 7.8.2 the Supplier shall be entitled to invoice the Client for the agreed Fees and Expenses of any such attempted Delivery and/or Collection pursuant to paragraph 7.3 and 7.4 of this Schedule 3 and clause 8 of the General Conditions in addition to the invoice for Delivery and/or Collection when any such breach is rectified (if the Supplier agrees to reattempt Deliver or Collection) which invoices the Client agrees to pay in accordance with its terms;



- 7.8.3 the Client shall indemnify the Supplier for any such breach of paragraph 7.7 or this paragraph 7.8 in accordance with clause 11 of the General Conditions and acknowledges that the Supplier's Losses may include the costs of transport of any Consignment which it has been unable to Deliver, Storage costs of such Consignment and Supplier's costs of employee's wages if the vehicle is delayed for more than 30 minutes beyond the time reasonably needed for loading or unloading.
- 7.9 The Supplier shall not be under any obligation to provide plant, power or labour required for loading or unloading the Consignment unless it otherwise agrees to do so in writing and the Client shall otherwise be responsible for providing or procuring the provision of the same. The Supplier shall not be liable in any way whatsoever for any damage caused to the Consignment if the Supplier agrees to assist the Client in loading and/or unloading the Consignment requiring plant, power or labour which has not been provided by the Client in breach of this paragraph 7.9. The Supplier shall not be required to provide any Services beyond the Delivery and Collection and Redelivery to and from the Client's Site and the Supplier's Site (other than those Services agreed pursuant to the Services Agreement) and if any such Service is given it shall be given at the Client's sole risk and subject to clause 11 of the General Conditions.

8. RISK AND INSURANCE

- 8.1 Storage of the Goods at the Supplier's Site is at the Client's sole risk.
- 8.2 Where the Supplier Delivers or Collects a Consignment, risk in the Accepted Goods within the Consignment shall transfer to the Supplier once the Accepted Goods are loaded onto the Supplier's vehicle and shall transfer back to the Client once the Accepted Goods are tendered by the Supplier to the Client to be unloaded. Where the Supplier has agreed in writing to provide the labour to load and unload the Accepted Goods, risk will transfer to the Supplier immediately prior to loading commencing and will transfer back to the Client once the Goods have been unloaded at the Client's Site or into the Designated Storage Space.
- 8.3 It is a condition of the licence set out in paragraph 4 of this Schedule 3 and of the provision of the Storage that all Accepted Goods must remain insured against all Insured Risks to their full insurable value (including all duties and taxes) whilst they are in Storage and the Client must provide the Supplier with evidence of such insurance in a form satisfactory to the Supplier before the Accepted Goods are delivered to the Supplier's Site for Storage and at all times whilst the Accepted Goods are in Storage. Any such insurance shall exclude any right for the insurer to bring a subrogated claim against the Supplier.
- 8.4 The Client warrants to the Supplier:
- 8.4.1 that the Accepted Goods are at the commencement of the Storage Period and will at all times remain insured in accordance with paragraph 8.3 of this Schedule 3 and it will not



do or fail to do anything which may result in the insurance cover to lapse or be vitiated whilst the Accepted Goods or any of them remain on the Supplier's Site;

- 8.4.2 the full replacement value of the Accepted Goods as new has been provided pursuant to paragraph 2.1 of this Schedule 3;
- 8.4.3 the aggregate value of the Accepted Goods stored in the Supplier's Site from time to time will not exceed the value provided;
- 8.4.4 the warranties in this paragraph 8.4 shall be repeated on each Due Date for the provision of Storage.
- 8.5 The Supplier may provide insurance of the Accepted Goods if so agreed in the Services Agreement or otherwise in writing and subject to payment of a surcharge by the Client which shall be included within the Fee. Should the Client choose to insure the Goods through the Supplier's insurance provider the Supplier shall not give or be deemed to give any advice on insurance cover given by its insurance policy and the Client shall be responsible for determining whether the cover provided is adequate to cover the Accepted Goods and the risks to them. The Supplier shall not act as agent of the Client in insuring the Accepted Goods through its insurance policy. In the event of any failure by the Client to pay any such surcharge or any premium or excess which becomes due, the Supplier shall have no further liability to insure the Goods and the insurance policy will terminate with effect from the date such premium or excess became due. In these circumstances, the Client shall be required immediately to comply with the provisions of paragraph 8.3 of this Schedule 3 and failure to do so shall be deemed a material breach of the Services Agreement.

9. FEES AND DEPOSIT

- 9.1 Without prejudice to the provisions of clause 8 of the General Conditions, unless otherwise agreed in writing upon signature of the Services Agreement and prior to any Goods being delivered to the Supplier's Site for Storage the Client must pay in cleared funds:
 - 9.1.1 the Fees for any minimum period of storage as set out in the Services Agreement or Quote upon signature of the Services Agreement and prior to any Goods being delivered to the Supplier's Site for Storage; and
 - 9.1.2 the Deposit.
- 9.2 The Supplier shall refund the Deposit (without interest) by cheque or bank transfer to the Client within 30 days following the end of the Storage Period or when the Services Agreement terminates (if earlier) but shall be entitled to deduct any amount it determines in its absolute discretion to cover the following:
 - 9.2.1 any breach of paragraphs 5.1 and/or 5.2 (including their sub-paragraphs) of this Schedule 3;



- 9.2.2 any of the Supplier's Fees or Expenses which have not been paid at the date of termination or expiry;
- 9.2.3 any sums due to the Supplier pursuant to the indemnity at paragraph 7.8.3 of this Schedule 3 or clause 11 of the General Conditions;
- 9.2.4 the costs of repairing and/or cleaning the Designated Storage Space and/or the Supplier's Site which is required as a direct or indirect result of the Storage, Delivery, Collection or Redelivery (other than where caused by the Supplier or its Affiliates) and/or any breach of this Agreement by the Client, its Affiliates and/or its Authorised Persons in order to reinstate the Designated Storage Space and/or Supplier Site into the condition it was in at the commencement of the Storage Period; or
- 9.2.3 any other obligation to the Supplier which has not been performed.
- 9.3 The Supplier shall provide a note of any such deductions and the reasons for them when it returns the balance of the Deposit to the Client.

10. LIEN

- 10.1 In addition to the rights set out in paragraph 9 of this Schedule 3 and elsewhere in the Services Agreement and under statute or common law, the Supplier also has a right of lien pursuant to this paragraph 10 which shall apply in the event that any Fees, Expenses or other payments due by the Client to the Supplier together with any accrued interest thereon from time to time (the "**Debt**") are not paid on the due date for payment as set out in the invoice or otherwise advised in writing.
- 10.2 The Supplier shall be entitled to hold any and all of the Goods within the Designated Storage Space or upon the Supplier's Site (the "**Lien Goods**") until such time as the Debt is repaid in full and received by the Supplier in cleared funds.
- 10.3 The Client hereby authorises and agrees that the Supplier and or its Affiliates may:
 - 10.3.1 refuse the Client, its Affiliates and Authorised Persons access to the Supplier's Site, the Designated Storage Space and the Lien Goods until such time as the Debt has been repaid in full;
 - 10.3.2 enter the Designated Storage Space with its Affiliates to inspect and remove the Lien Goods to another storage site and to indemnify the Supplier for the costs of such removal and further storage and the costs of any further removal and storage from site to site;
 - 10.3.3 continue to hold and/or dispose of the Lien Goods; or
 - 10.3.4 continue to charge Fees and Expenses in respect of Storage for the duration of detainment under the lien.
- 10.4 Any removal of the Lien Goods from the Designated Storage Site by the Supplier pursuant to paragraph 10.3 of this Schedule 3 shall be at the sole risk of the Client.



- 10.5 In the event that a Debt remains due or in the event that the Client fails to collect its Lien Goods following expiry or termination of the Services Agreement on notice from the Supplier to do so the Supplier shall give written notice to the Client of its intention to sell the Lien Goods. Such notice shall be sent by recorded delivery to the Client's registered address or the last address provided by the Client where the Client is not a registered company. In the event that no property address has been provided, the Supplier shall seek to contact the Client using any address provided which may include email. The notice will state the amount of Debt which is due together with any interest or charges which will accrue pursuant to clause 8 of the General Conditions and will demand payment within 30 days. In the event that payment is not made by the Client within 30 days the Supplier shall be entitled to sell the Lien Goods without any further notice.
- 10.6 The following terms shall apply to any sale made pursuant to paragraph 10.5 of this Schedule 3 (the ("**Sale**")):
- 10.6.1 the Sale made by the Supplier as if it were the sole owner of the Lien Goods and the Client acknowledges that title in the Lien Goods shall pass to the buyer of the Lien Goods upon completion of any such Sale;
- 10.6.2 the proceeds of any Sale shall be applied first against the Supplier's costs of the Sale and removal of the Lien Goods, secondly against the Debt and the balance (if any) shall be held by the Supplier for the Client without any interest accruing on such balance;
- 10.6.3 the Sale shall be made at the best price reasonably available in the open market, considering the costs of Sale.
- 10.7 In the event that Sale proceeds are insufficient to repay the total amount of the Debt, the Client hereby agrees to pay the outstanding balance together with all accrued interest thereon within 7 days of written demand by the Supplier.
- 10.8 If the Lien Goods cannot be sold, or it is uneconomic to do so, or they remain unsold despite the Supplier's reasonable efforts, the Client hereby authorises the Supplier to destroy or otherwise dispose of them at the Client's cost.

11. CONSEQUENCES OF TERMINATION

- 11.1 Without prejudice to the provisions of clause 13.7 of the General Conditions, upon the termination or expiry of the Services Agreement or of the provision of Storage Services, the Client shall:
- 11.1.1 remove from the Supplier's Site all Goods;
- 11.1.2 return the Designated Storage Space to the Supplier in the clean and tidy repair and in the same condition it was in at the start of the Storage Period; and
- 11.1.3 if the Supplier gives the Client notice, the Client shall, at its own cost make good any damage caused to the Supplier's Site and/or Estate by the Client, its Authorised Persons and/or Affiliates.



- 11.2 Without prejudice to the provisions of paragraph 10 of this Schedule 3, upon a breach of paragraph 11.1 above by the Client, the Client shall pay the Client's costs of cleaning the Designated Storage Space and/or Supplier's Site and disposing of any Goods or refuse left at or within the environs of the Supplier's Site.
- 11.3 Where the Client fails to collect all Goods and/or to repair any damage caused following a notice to do so, the Client shall remain liable for the Fees and Expenses of Storage unless and until such breaches are rectified and hereby agrees to pay such Fees and Expenses. The amount shall be a debt due on demand from the Client to the Supplier and without prejudice to any other rights of the Supplier pursuant to this Agreement.

12. ADDITIONAL LIMITATION OF LIABILITY

- 12.1 Without prejudice to clause 11 of the General Conditions, the Supplier hereby excludes any liability whatsoever for:
- 12.1.1 any Goods Stored or left at the Supplier's Site which are not Accepted Goods;
- 12.1.2 Accepted Goods Losses other than Accepted Goods Losses directly caused by breach of contract by the Supplier and/or negligence or a wilful act of the Supplier and/or its Affiliates and such exclusion shall include, without limitation any loss or damage:
- (a) arising directly or indirectly as a result of the Insured Risks (as defined in Schedule 3);
 - (b) arising directly or indirectly as a result of any seizure or forfeiture of Goods under legal process which relates to the Client;
 - (c) arising directly or indirectly as a result of any error, act, omission, mis-statement or misrepresentation by the Client or owner of the Goods or Authorised Person;
 - (d) arising directly or indirectly as a result of inherent liability to wastage, faulty design, latent defect or inherent defect or natural deterioration of the Goods, leakage or deficiency of the Goods, moth, vermin, insects, atmospheric or climate causes; or
 - (e) arising directly or indirectly as a result of insufficient or improper packing, labelling, marking or addressing.
- 12.2 The Supplier excludes to the fullest extent permitted by law any warranties that the Designated Storage Space is suitable for the Storage of the Accepted Goods.
- 12.3 The Supplier's total liability for Losses in relation to the Storage, Delivery and Collection Services of Goods shall be limited to the lesser of:
- 12.3.1 the total replacement value of the Accepted Goods as warranted pursuant to paragraph 8.4.2 of Schedule 3 or such lower amount as is verified by a third party expert as being the total replacement value of such Accepted Goods. Such expert shall be appointed by the President of the relevant governing body of experts in the relevant field in the event the parties are unable to agree upon an expert;



- 12.3.2 the cost of repairing or reconditioning the relevant Accepted Goods; or
- 12.3.3 where the damage or loss arises as a result of an Insured Risk, including where caused through the negligence of the Supplier and/or its Affiliates, the sum of £200 which the Supplier reasonably believes to be the normal excess on a standard household contents insurance policy whether or not that policy would cover the Accepted Goods.
- 12.4 The Supplier's liability in respect of claims for any other loss (other than Accepted Goods Losses) in respect of the Storage, Delivery, Collection and Recollection Services and the Goods shall be limited and excluded in accordance with clause 11 of the General Conditions.
- 12.5 Any claim in respect of Accepted Goods Losses must be brought in writing within 10 Business Days of release or inspection of the Accepted Goods alleged to be damaged or in the case of a Delivery or Collection, where mis-delivery, non-delivery or loss is claimed, within 10 Business Days of the date on which the Supplier was due to Deliver or Redeliver the Goods under the agreed terms between the parties.
- 12.6 The Supplier shall have no liability for the above Accepted Goods Losses unless a claim is made within the time set out in paragraph 12.4 of this Schedule 3 save that this exclusion shall not apply if the Client proves that it was not reasonably possible to advise the Supplier or make a claim in writing within the time limit available and it did notify the Supplier of a claim within a reasonable period of time.

NUM8ER

— HIRE —

Number 8 Hire Ltd
0203 743 7292
The Hayshed
Sparrows Lane
Matching Green
CM17 0RP
number8events.com

