CONDITIONS OF CONTRACT FOR THE HIRE OF PLANT

1 DEFINITIONS

1.1 In these Conditions, the following definitions shall apply:

'Applicable Laws' means all applicable laws, enactments (as interpreted in accordance with clause 1.2.3), rules, regulations, orders, regulatory policies, guidelines, industry codes of practice, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time.

'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

'Conditions' means the terms and conditions set out in this document as amended from time to time in accordance with clause 26.4.

'Contract' means the contract between the Hirer and the Contractor consisting of the Order, these Conditions and any other documents (or parts thereof) specified in the order.

'Contractor" means the person, firm or company to whom the Hirer hires the Plant from.

'Data Protection Legislation' means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including without limitation the Data Protection Act 2018 , and the General Data Protection Regulation (EU) 2016/679, each as is amended in accordance with the Data Protection, the Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (GDPR) and the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6)

'Hirer' means Alpine Fire Engineers Limited (company number 02692108) whose registered office is at Alpine House, Hollins Brook Park, 4 Little 66, Bury BL9 8RN.

'Order' means the Hirer's order to hire Plant.

'Period of Hire' means the rental period specified in the Order, as extended/adjusted by notice from the Hirer to account for any late delivery, or as otherwise agreed between the parties.

'Plant' means the equipment, machinery, tools or portable buildings specified in the Order and any replacement or replacements thereof or renewals, together with such accessories, manuals and instructions provided for the same to be hired by the Contractor to the Hirer.

'Rental Payments' means the payments to be made by the Hirer to the Contractor for the hire of the Plant as set out in the Order, if no price is set out in the Order, the price set out in the Contractor's published price list in force as at the date of last signature of this Contract.

'Site' means the place or places specified in the Order to which the Plant is to be delivered.

'Total Loss' means the Plant is, in the reasonable opinion of the Hirer, damaged beyond repair, lost, stolen, seized or confiscated.

'VAT' means value added tax as defined under the Value Added Tax Act 1994.

1.2 In these Conditions, the following rules of interpretation apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written includes e-mail.

1.2.6 Headings shall not affect the interpretation of this document.

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Hirer to hire the Plant in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Contractor's written acceptance of the Order; and

2.2.2 the Contractor doing any act consistent with fulfilling the Order,

at which point the Contract shall commence.

3 EQUIPMENT

3.1 The Contractor shall hire the Plant to the Hirer in accordance with and subject to these Conditions and the terms of the Contract.

3.2 The Contractor shall not, other than in the exercise of its rights under the Contract or any applicable Regulation, interfere with the Hirer's quiet possession of the Plant.

4 RENTAL PERIOD

The Contractor shall from the date set out in the Order and for the duration of Period of Hire provide the Plant to the Hirer in accordance with the terms of the Contract.

5 DELIVERY OF PLANT

5.1 The date of delivery of the Plant shall be that specified in the Order unless otherwise agreed in writing between the Hirer and the Contractor and shall be during normal working hours on Business Days.

5.2 The Contractor shall deliver, off-load and assemble (where applicable) the Plant at the Site. The Contractor shall remain responsible for the care and control of the Plant until completion of off-loading and assembly.

5.3 At the time of off-loading the Contractor shall obtain written confirmation from the Hirer of the quantity of Plant delivered. In the event that such confirmation is not obtained the Hirer shall have the right within three days of the date of delivery to notify the Contractor of any item or items omitted from the Plant and the Contractor shall immediately provide any such item at his own expense. Where excess Plant is delivered any such Plant shall remain at the Contractor's risk and shall be collected by the Contractor at its cost without delay.

5.4 If the Plant is incorrectly delivered, the Contractor shall effect the correct delivery without delay and shall be responsible for any additional expense incurred in delivering it to the correct destination and any loss or additional costs suffered by the Hirer as a result of the incorrect delivery.

6 DELIVERY IN GOOD ORDER

6.1 The Contractor shall ensure that:

6.1.1 the Plant is of sound construction and condition, has been properly maintained and is in good working order at the commencement of the Period of Hire and throughout the Period of Hire;

6.1.2 the Plant corresponds with to its description and any applicable Plant specification and is fit for any purpose notified by the Hirer and/or held out by the Contractor;

6.1.3 all provisions of any relevant Applicable Laws and British Standard Codes of Practice (where applicable) concerning construction, maintenance, testing and inspection applicable to the Plant have been complied with and shall produce to the Hirer, if so requested, the current certificate of inspection required under any relevant Applicable Laws; and

6.1.4 at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Plant.

6.2 The Contractor indemnifies and shall keep the Hirer fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs suffered or incurred by the Hirer as a result of a breach by the Contractor of clause 6.1 or any other breach of the Contract by the Hirer.

7 IDENTIFICATION

The Plant shall at all times remain the property of the Contractor and the Contractor shall mark it in such a manner as to make it easily identifiable. Such identification shall not be removed, defaced or covered up by the Hirer (save for fair wear and tear to any mark due to the Hirer's use of the Plant in the usual course of its business).

8 ASSIGNMENT AND SUB-LETTING

The Contract and the Contractor's rights and obligations under the Contract shall not be assigned, transferred or otherwise dealt with in any manner by the Contractor. The Contractor shall not subcontract or sub-let any portion of the Contract without the consent in writing of the Hirer, provided that the Contractor shall only use appropriately qualified and experienced subcontractors, and shall remain solely responsible for their acts and omissions as if they were its own. Subcontracting any part of the Contract shall not relieve the Contractor from any liability for such sub-contracted work.

9 PAYMENT

9.1 Unless otherwise agreed in writing, the Contractor shall render invoices at the end of each month for all items of the Plant on hire during that month less any agreed adjustments to the Rental Payments due in accordance with clause 10.3. The Contractor shall attach thereto a list of the Plant to which the invoices relate in sufficient detail as to enable the Hirer to check the amount due against records kept by him and shall indicate both items returned and those remaining on hire at the end of the month to which the invoice refers.

CONDITIONS OF CONTRACT FOR THE HIRE OF PLANT

9.2 The Rental Payments are exclusive of amounts in respect of value added tax ("VAT"), but include the costs of insurance and carriage of the Plant and VAT where applicable, shall be shown separately on all invoices.

9.3 No extra charges shall be effective unless agreed in writing and signed by the Hirer.

9.4 Unless otherwise agreed in writing, the Hirer shall make payment within 65 days after the end of the month in which the Contractor's invoice is received and agreed.

9.5 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

9.6 The Hirer may at any time, without limiting any of its other rights or remedies, set off any liability of the Contractor to the Hirer against any liability of the Hirer to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. The Contractor may not set off any liability of the Hirer to the Contractor against any liability of the Contractor to the Hirer.

10 REPAIRS AND ADJUSTMENTS

10.1 If at any time during the Period of Hire the Contractor is of the opinion that the Plant is in need of repair or adjustment the Contractor may stop the use of the relevant Plant until repairs or adjustments have been made on the Site, or, at the Contractor's own expense, supply with all reasonable speed such replacement Plant as is necessary for the purposes of the Contract.

10.2 If at any time during the Period of Hire the Hirer is of the opinion that the Plant is in need of repair or adjustment, the Hirer shall advise the Contractor and may suspend the operation of the Contract until the Contractor has carried out such repairs or adjustments on the Site (to the reasonable satisfaction of the Hirer) or has, at the Contractor's own expense, supplied such replacement Plant as is necessary for the purpose of the Contract.

10.3 The Rental Payments shall be adjusted in proportion to the time lost due to any stoppage or suspension of use of the Plant during the Period of Hire, under the provisions of clauses 10.1 or 10.2 above and the Contractor shall be liable to the Hirer for any loss or expense suffered or incurred by the Hirer as a result of any such stoppage or suspension.

10.4 If the Plant or item thereof is agreed to be beyond repair the Contractor shall with all reasonable speed replace it with plant of similar age and condition for the purposes of the Contract.

11 MAINTENANCE

11.1 The Contractor shall at its own cost and at all times throughout the Period of Hire:

11.1.1 provide and maintain the Plant (except as provided for in clause 11.2);

11.1.2 ensure that all relevant Applicable Laws regarding the maintenance of the Plant in working order are complied with;

11.1.3 replace all tyres on mobile Plant as necessary, except damaged by the act or default of the Hirer; and

11.1.4 repair or replace any Plant becoming unfit for use, provided that the unfitness was not due to any act or default of the Hirer.

11.2 The Hirer shall at its own cost:

11.2.1 maintain the Plant in clean condition, and take reasonable precautions to safeguard it and return it to the Contractor at the end of the Period of Hire in the same condition as at the commencement of the Period of Hire (fair wear and tear excepted); and

11.2.2 in the case of Plant requiring fuel or power to operate, unless otherwise agreed in writing, provide fuel, oil and grease and carry out reasonable routine maintenance, such routine maintenance to include (where applicable) daily greasing, attendance to water and oil levels, and the maintenance of correct tyre pressures.

12 USE OF MOBILE PLANT ON THE PUBLIC HIGHWAY

12.1 Mobile Plant shall not be used on any public highway without the Contractor's written consent (not to be unreasonably withheld, delayed or conditioned). If so used, such mobile Plant shall be licensed by the Contractor at the Hirer's expense. The provisions of this clause shall not apply where notification in writing of such use is given to the Contractor by the Hirer prior to the delivery of the Plant.

12.2 Where mobile Plant is used on the public highway the Hirer shall ensure that the driver holds a current British driving licence applicable to the relevant Plant.

13 USE OF PLANT

13.1 The Hirer shall:

13.1.1 employ an experienced operator (being not less than 18 years of age in the case of mobile Plant) to operate the Plant;

13.1.2 not permit the Plant to be overloaded or used for any purpose for which it was not designed or intended; and

13.1.3 take reasonable steps to remain acquainted with the state and condition of the Plant and advise the Contractor as soon as reasonably practicable of the suspected development of any faults.

14 LOSS OF OR DAMAGE TO PLANT

14.1 The Hirer shall notify the Contractor by telephone or other agreed means as soon as reasonably practicable in the event of any accident, loss of or damage to the Plant, as well as any breakdowns, howsoever caused, for which an adjustment to the hire charge might be claimed in accordance with clause 10. Such notification shall be confirmed in writing to the Contractor within seven days.

14.2 Where such loss or damage is due to the neglect or default of the Hirer, its officers, employees or agents, the Hirer shall (i) pay all reasonable costs incurred by the Contractor in effecting the necessary repairs or, (ii) where the Plant or item thereof is agreed by the parties to be beyond repair, compensate the Contractor with an amount to be agreed but which will in no case exceed the cost of purchasing replacement Plant of a materially similar specification and condition.

15 DATA PROTECTION

15.1 For the purpose of this Clause 15, "**Controller**", " **Processor**", "**Process**", "**Processed**", "**Processing**", "Personal Data" and "**Sensitive Personal Data**" shall have the meanings given to them in the Data Protection Legislation.

15.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Plant; (b) request and receive the Plant; (c) compile, dispatch and manage the payment of invoices relating to the Plant; (d) compile, dispatch and manage the payment of invoices relating to the Plant; (e) manage the Contract and resolve any disputes relating to it; (f) respond and/or raise general queries relating to the Plant.

15.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in clause 15.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the United Kingdom, in order to carry out the activities listed in clause 15.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

15.4 The Contractor indemnifies and shall keep the Hirer fully and effectively indemnified and held harmless from and against any and all losses, liabilities, claims, damages, expenses and costs suffered or incurred by the Hirer and each member of its group arising out of or in connection with claims and proceedings arising from any breach of the Contractor's obligations under this Clause 15.

16 ANTI-BRIBERY AND ANTI-CORRUPTION

16.1 For the purposes of this clause 16 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

16.2 The Contractor shall during the term of this Contract:

16.2.1 comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery;

16.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.2.3 immediately notify the Hirer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 16.2. Any breach of this clause 16.2 by the Contractor shall be deemed a material breach of the Contract and shall entitle the Hirer to terminate the Contract with immediate effect; and

16.2.4 within one (1) month of the date of this Contract, and annually thereafter, certify to the Hirer in writing signed by an officer of the Contractor, compliance with this clause 16.2 by the Contractor and all persons referred to in clause 16.3. The Contractor shall provide such supporting evidence of compliance as the Company may reasonably request.

16.3 The Contractor shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Contractor's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause **Error! Reference source not found.**. The Contractor shall be responsible for the observance and performance by such persons of the provisions of this clause **Error! Reference source not found.**, and shall be directly liable to the Hirer for any breach by such persons of any of this clause.

16.4 Any breach of this clause **Error! Reference source not found.** shall be deemed a material breach of this Contract and shall entitle the Hirer to terminate the Contract with immediate effect.

16.5

17 ANTI-SLAVERY AND ANTI-FACILITATION OF TAX EVASION

Anti-Slavery

17.1 The Contractor undertakes, warrants and represents that:

17.1.1 neither the Contractor nor any of its officers, employees, agents or subcontractors has:

a. committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**");

b. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

c. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply with applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015;

17.1.3 it shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales; and

17.1.4 it shall notify the Hirer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Contractor's obligations under clause 17.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations.

Anti-facilitation of Tax Evasion

17.2 The Contractor shall during the term of this Contract:

17.2.1 not engage in any activity, practice or conduct which would constitute either: a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

17.2.2 establish and maintain its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 17.2.1;

17.2.3 notify the Hirer in writing if it becomes aware of any breach of clause 17.2.1 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;

17.2.4 promptly upon signature of this Contract, and annually thereafter, certify to the Hirer in writing signed by an officer of the Contractor, compliance with this clause 0 by the Contractor and all persons referred to in clause 17.2.5, with such supporting evidence of compliance as the Hirer may reasonably request; and

17.2.5 ensure that its agents, consultants, subcontractors or other persons engaged in performance of the Contractor's obligations under this Contract do so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on the Contractor in this clause 0. The Contractor shall be directly liable to the Hirer for any breach by such persons of any of this clause 0.

17.3 Any breach of clause 17.1 or 0 by the Contractor shall be deemed a material breach of the Contract and shall entitle the Hirer to terminate the Contract with immediate effect.

18 LIMITATION OF LIABILITY

18.1 Subject to clauses 18.2 to 18.4, the Hirer's total aggregate liability to the Contractor shall not exceed the aggregate of the Rental Payments.

18.2 Subject to clause 18.4, the Hirer shall not be liable for any of the following (whether direct or indirect):

18.2.1 loss of profit;

18.2.2 loss of or corruption to data;

18.2.3 loss of use;

18.2.4 loss of production;

18.2.5 loss of contract;

18.2.6 loss of opportunity;

18.2.7 loss of savings, discount or rebate (whether actual or anticipated);

18.2.8 harm to reputation or loss of goodwill.

18.3 Subject to clause 18.4, the Hirer shall not be liable for consequential, indirect or special losses.

18.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

18.4.1 death or personal injury caused by negligence;

18.4.2 fraud or fraudulent misrepresentation;

18.4.3 any other losses which cannot be excluded or limited by Applicable Law.

19 TERMINATION OF HIRE

19.1 Without limiting its other rights or remedies, the Hirer may terminate the Contract at any time by giving 7 days' notice in writing to the Contractor. In such event the Hirer shall thereupon pay to the Contractor all Rental Payments due up to and including the time of termination.

19.2 Without affecting any other right or remedy available to it, the Hirer may terminate the Contract with immediate effect by giving written notice to the Contractor if:

19.2.1 the Contractor commits a material breach of any other term of the Contract (or any other agreement between the parties) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;

19.2.2 the Contractor repeatedly breaches any of the terms of the Contract (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

19.2.3 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Contractor or if the Contractor makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Contractor) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Contractor or if the Contractor cease or threatens to cease to carry on business; or

19.2.4 there is a change in control (within the meaning of section 1124 of the Corporation Tax Act 2010) of the Contractor or a member of its group.

19.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Plant.

19.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

19.5 Upon termination of this Contract, each party shall:

19.5.1 return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply and hire of Plant under this Contract;

19.5.2 return to the other party all documents and materials (and any copies) containing the other party's confidential information; and

19.5.3 erase all the other party's confidential information from its computer systems (to the extent possible).

19.6 Upon termination, clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

20 REMOVAL OF PLANT FROM SITE

20.1 The Contractor shall remove the Plant from the Site with all reasonable speed on receipt of the Hirer's instructions to such effect. In the event that the Contractor fails to remove the Plant from the Site within seven days from the date of such instructions the Hirer shall have the right to return the Plant to the Contractor's premises during the Contractor's normal business hours and to recover the cost of such action from the Contractor.

20.2 The Plant is deemed to be off-hire and out of the Hirer's risk on receipt of the Hirer's written instructions in accordance with clause 20.1.

20.3 The Contractor shall notify the Hirer in writing within 48 hours of the return of the Plant of any item missing or damaged. Items alleged to be damaged shall be retained, unused, for a further seven days to permit inspection by the Hirer. Compensation for items lost or damaged where agreed by the Hirer shall, subject to the provisions of clause 14, be paid by the Hirer. No compensation shall be payable where the Contractor does not comply with the time limits in this clause 20.3.

21 INSURANCES

21.1 The Contractor shall, without prejudice to its responsibilities under the Contract, obtain and maintain adequate insurance coverage against any damage, loss or injury which may occur to any property or any person for which it may be responsible for under this Contract.

CONDITIONS OF CONTRACT FOR THE HIRE OF PLANT

22 DISPUTE RESOLUTION

22.1 If there is a disputed matter pursuant to this agreement, in the first instance the parties shall arrange for a suitably authorised and senior representative of each of them to meet within 14 days solely in order to resolve the dispute. Such meeting shall be minuted and shall be chaired by the party calling the meeting (for the avoidance of doubt, the chairman shall not have the casting vote). The parties agree that they will work together in good faith in order to identify a solution and agree timescales for resolution.

22.2 Nothing in this clause 22 shall prevent either party from instigating legal proceedings or obtaining an order for an injunction or disclosure.

23 CONFIDENTIALITY

23.1 No photographs of any of the Hirer's equipment, installations or property shall be taken without the Hirer's prior consent in writing.

23.2 The Contractor, his servants and agents shall not mention the Hirer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communications to third parties without the Hirer's prior consent in writing.

23.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the other business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, unless permitted by clause 23.4. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

23.4 Each party may disclose the other party's confidential information:

23.4.1 to its employees, officers, representatives or advisers who need to know such information to carry out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 23; and

23.4.2 as may be required by law, court order or any governmental or regulatory authority.

23.5 This clause 23 shall survive termination of the Contract.

24 FORCE MAJEURE

24.1 Subject to the remainder of this clause 24, neither party shall be liable for failure to perform its obligations under the Contract to the extent that such failure results from circumstances which could not have been contemplated and which are beyond the party's reasonable control. Force majeure does not include strikes or industrial disputes or failures of sub-contractors ("Force Majeure Event").

24.2 The Contractor shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

24.3 If a Force Majeure Event prevents, hinders or delays the Contractor's performance of its obligations for a continuous period of more than 5 Business Days, the Hirer may terminate the Contract immediately by giving written notice to the Contractor.

25 NOTICES

25.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier, or sent by e-mail to an address notified to the other party in writing.

25.2 A notice or other communication shall be deemed to have been received:

25.2.1 if delivered personally, when left at the address referred to in the Order;

25.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

25.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or,

25.2.4 if sent by e-mail, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume (for the purposes of this clause 'Business Hours' shall mean 9:00am to 5:00pm).

25.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or other method of dispute resolution.

26 GENERAL

26.1 No terms or conditions submitted or referred to by the Contractor when tendering shall form part of the Contract unless otherwise agreed to in writing by the Hirer.

26.2 No delay or omission by the Hirer in exercising any of its rights or remedies under the Contract or under any applicable law on any occasion shall be deemed a waiver, or bar to, the exercise of such rights or remedy or any other right or remedy upon any other occasion.

26.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, it shall be severed from the Contract and rendered ineffective without modifying the remaining provisions and shall not in any way affect the validity or enforceability of the Contract.

26.4 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Hirer.

26.5 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26.6 The Contractor recognises that any breach or threatened breach of the Contract may cause the Hirer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Hirer, the Contractor acknowledges and agrees that the Hirer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

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

26.8 A person who is not a party to the Contract shall not have any rights to enforce its terms.

27 APPLICABLE LAW AND JURISDICTION

27.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).