

1. Interpretation The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions: **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. **Commencement Date:** has the meaning given in clause 2.2. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.9.} **Contract:** the contract between the Supplier and the Customer for the supply of Equipment and/or Services in accordance with these Conditions. **Customer:** the person or firm who purchases the Equipment and/or Services from the Supplier. **Deliverables:** any deliverables set out in the Order produced by the Supplier for the Customer. **Delivery Location:** has the meaning given in clause 4.2. **Equipment:** any goods, components and/or other items hired or sold by the Supplier (or any part or component thereof) as set out in the Order. **Force Majeure Event:** has the meaning given to it in clause 16. **Equipment Specification:** any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier. **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in getup and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Order:** the Customer's order for the supply of Equipment and/or Services, as set out in the Customer's written acceptance of the Supplier's quotation. **Services:** the services supplied by the Supplier to the Customer as set out in the Service Specification. **Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer. **Supplier:** IMAG Displays Limited, registered in England and Wales with company number 08484095. **1.2 Interpretation:** (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). (b) A reference to a party includes its successors and permitted assigns. (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision. (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. (e) A reference to writing or written includes email but not fax.

2. Basis of contract

2.1 By submitting the Order to the Supplier or paying any sums due by the Customer to the Supplier (whichever is earlier) the Customer shall be deemed to make an offer to purchase and/or hire Equipment and/or Services in accordance with these Conditions. 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date). 2.3 Any drawings, descriptive matter or advertising issued by the Supplier are issued or published for the sole purpose of giving an approximate idea of the Services, Equipment and/or Equipment described in them. They shall not form part of the Contract nor have any contractual force. 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 7 days from its date of issue. 2.6 The Supplier may amend or cancel any quotation before it accepts any Order in writing, and will not reserve any Services or Equipment for the Customer prior to the Contract being entered into in accordance with clause 2.2. 2.7 All of these Conditions shall apply to the supply of both Equipment and Services except where stated otherwise. 2.8 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Equipment (applicable where the Supplier is leasing or selling Equipment to the Customer)

3.1 The Equipment are described in the Equipment Specification. 3.2 The Supplier reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event. 3.3 Any electrical equipment should be used with plugs and/or sockets as fitted. If other plugs or sockets are to be fitted by the Customer such work must be carried out by a competent person who shall also reinstate the same to the original condition prior to redelivery and the Customer shall be responsible for any damage caused by any such fitting works. 3.4 The Customer shall be responsible at all times to arrange a proper supply of electricity for use with any Equipment and ensure that the Equipment shall at all times be properly earthed. 3.5 The Customer shall ensure that any Equipment is compatible and may safely be used with any other equipment being used by the Customer. 3.6 The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes.

4. Delivery of Equipment (applicable where the Supplier is leasing or selling Equipment to the Customer)

4.1 Upon request, the Supplier shall ensure that each delivery of the Equipment is

accompanied by a delivery note which shows the date of the Order, the contract number OR all relevant Customer and Supplier reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable), special instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Equipment remaining to be delivered; and 4.2 The Supplier shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) on or by the date set out in the Order. 4.3 The Customer or a duly authorised person on behalf of the Customer shall receive and unload the Equipment upon its arrival at the Delivery Location and shall check the same for quantity and condition in the presence of the Supplier's carrier. 4.4 Any shortage of or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the Customer shall give written confirmation to the Supplier within three days of delivery of such shortage or fault with the Equipment. No claim in respect of shortage of or unsatisfactory condition of the Equipment shall be entertained by the Supplier unless this condition is complied with in full. 4.5 Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the Delivery Location. 4.6 Time of delivery of the Equipment is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. 4.7 If the Supplier fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Equipment. The Supplier shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment. 4.8 If the Customer fails to accept delivery of the Equipment on the agreed delivery date, then (except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Equipment) the following shall apply to the extent that the Customer is purchasing rather than hiring the Equipment: (a) delivery of the Equipment shall be deemed to have been completed on the delivery date; (b) the Supplier shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and (c) if ten Business Days after the day on which the Supplier notified the Customer that the Equipment were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Equipment and charge the Customer for any shortfall below the price of the Equipment.

5. Quality of Equipment (applicable where the Supplier is selling but not leasing the Equipment to the Customer)

5.1 Where the Supplier benefits from and is able to pass on the benefit of any manufacturer's warranty in respect of the Equipment to the Customer then the Supplier shall pass on the benefit of such warranty to the Customer for the period set out in the manufacturer's warranty (warranty period). 5.2 Subject to clause 5.3, if: (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Equipment do not comply with the warranty set out in clause 5.1; (b) the Supplier is given a reasonable opportunity of examining such Equipment; and (c) the Customer (if asked to do so by the Supplier) returns such Equipment to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full. 5.3 The Supplier shall not be liable for the Equipment's failure to comply with the warranty set out in clause 5.1 if: (a) the Customer makes any further use of such Equipment after giving a notice in accordance with clause 5.2; (b) the defect arises because the Customer failed to follow the Supplier's or Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of the Supplier following any drawing, design or Equipment Specification supplied by the Customer; (d) the Customer alters or repairs such Equipment without the written consent of the Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or (f) the Equipment differ from any Equipment Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards. 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.1. 5.5 These Conditions shall apply to any repaired or replacement Equipment supplied by the Supplier.

6. Hire Terms and Conditions (applicable to the extent that the Customer is hiring Equipment)

6.1 **Hire Period.** This commences at 12 noon on the date specified in the Order and terminates at 12 noon on the last day of the hiring period specified in the Order. 6.2 **Return of Equipment.** Equipment must be returned by 12 noon on the end date specified in the Order in a clean state and in the condition it is provided (fair wear and tear excepted). The Customer must obtain the Supplier's receipt when returning any Equipment. 6.3 **Location and possession.** The Equipment must not be removed from any site originally specified by the Customer or from any subsequently authorised site without prior consent of the Supplier nor shall it part with control or possession of any Equipment or attempt to sell or dispose of

the Equipment. **6.4 Hire charges.** (a) Hire charges commence from the date stated in the Order and are payable for the period of hire set out in the Order (or, if later but irrespective of the Customer's obligation to return the Equipment on the date specified in the Order, the date the Equipment is returned to the Supplier in accordance with clause 6.4(b)). (b) Additional charges accrue at the full daily hire rate together with consequential loss in the event of any Equipment not being available for use by other customers as a result of the Customer returning the Equipment after the agreed time and date. **6.5 Cables.** All cables must be returned coiled and taped and in default a charge of £2 per cable will be made. **6.6 Spare Equipment.** The Supplier shall provide spares with the Equipment where appropriate. These spares must be returned with the Equipment in the condition they were provided (fair wear and tear excepted) failing which their full replacement cost will be payable by the Customer. **6.7 Responsibility for the Equipment.** (a) The Customer shall ensure that the Equipment remains serviceable and clean during the hire period. (b) The Customer shall take such steps (including compliance with all safety and usage instructions provided by the Supplier) 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. (c) The Customer shall not alter the Equipment or remove any component from the Equipment other than in accordance with the Supplier's express written instructions. It shall not 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. (d) Any breakdown or unsatisfactory working of Equipment, any damage to the Equipment and/or any injury or damage caused by the Equipment shall be immediately notified to the Supplier. (e) Any damaged or unsatisfactory Equipment must be returned to the Supplier's premises for examination at the Customer's cost. (f) The Customer agrees to pay the Supplier the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage wear, tear or age) whilst the Customer is responsible for the Equipment as set out in clause 7.1. (g) In the event that any Equipment which is lost, stolen or damaged beyond economic repair the Customer shall pay (in addition to the amount set out in clause 6.7(f) or elsewhere in these Conditions) a charge at the full daily rate together with interest and consequential loss until such time as the Equipment is replaced. (h) The Customer shall not compromise or settle any claim relating to the Equipment without the express consent of the Supplier. **6.8 Repairs.** The Customer shall under no circumstances attempt to repair any Equipment without the prior authorisation of the Supplier. **6.9 Insurance.** (a) The Customer shall insure the Equipment for its full retail value against the risk of damage, loss and theft whilst the Customer is responsible for the Equipment as set out in clause 6.1. (b) All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to the Supplier on demand to the extent that any such payment is due under these Conditions. **6.10** The Supplier shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

7. Title and risk (applicable where the Supplier is leasing or selling Equipment to the Customer)

7.1 The risk in the Equipment shall pass to the Customer on completion of delivery or on receipt of the Equipment by the Customer or any agent (whichever is sooner) and (where the Equipment is being leased) ends when the Customer is in possession of the Supplier's unqualified receipt for the return of all the Equipment. 7.2 Where the Supplier is selling the Equipment to the Customer, title to the Equipment shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Equipment and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums. 7.3 Where the Supplier is leasing the Equipment to the Customer, title to the Equipment shall at all times remain with the Supplier. 7.4 Until title to the Equipment has passed to the Customer (or where the Supplier is leasing the Equipment, at all times whilst the Equipment is in the possession of the Customer), the Customer shall: (a) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment; (b) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; (c) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and (d) give the Supplier such information as the Supplier may reasonably require from time to time relating to: (i) the Equipment; and (ii) the ongoing financial position of the Customer.

8. Supply of Services (applicable where the Supplier is supplying Services to the Customer)

8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects. 8.2 Time shall not be of the essence for the performance of the Services. 8.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event. 8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Customer's obligations

9.1 The Customer shall: (a) ensure that the terms of the Order and any information it provides in any Service Specification and/or Equipment Specification are complete and accurate; (b) co-operate with the Supplier in all matters relating to any Services; (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide any Services; (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply any Services,

and ensure that such information is complete and accurate in all material respects; (e) prepare the Customer's premises for the supply of any Services; (f) obtain and maintain all necessary licences, permissions and consents which may be required for any Services before the date on which the Services are to start; (g) comply with all applicable laws, including health and safety laws; and (h) keep any and all Equipment belonging to the Supplier in safe custody at its own risk, maintain the Equipment in good condition until returned to the Supplier, and not sell, part with or dispose of the Equipment (or attempt to do so) or use it otherwise than in accordance with these Conditions. 9.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**): (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default. 9.3 The signatory to the Order warrants that they are duly authorised on the Customer's behalf to enter into the Contract and hereby personally indemnifies the Supplier in full against all losses and costs that may be incurred by Supplier Ltd if they are not duly authorised to legally bind the Customer specified in the Order. 9.4 The signatory to the Contract and the Customer jointly and severally undertake with the Supplier that everyone who uses any Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructional material and further will not allow the Equipment to be misused. 9.5 The Customer shall not (except with the prior written consent of the Supplier) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or engagement of the Supplier any person employed or engaged by the Supplier (whether in their capacity as an employee, worker, independent consultant or otherwise) in the provision of the Services at any time during the term of the Contract or for a further period of 6 months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Supplier. If either the Customer commits any breach of this clause 9.5 it shall, on demand, pay to the Supplier a sum equal to one year's basic salary or the annual fee that was payable by the Supplier to that employee, worker or independent contractor or individual plus the recruitment costs incurred by the Supplier in replacing such person.

10. Charges and payment

10.1 The price for Equipment and Service shall be the Supplier's standard pricing at the time of delivery. Where this is at variance with the price quoted or inserted in the Order and the price applicable at the time of delivery the Customer will be advised prior to delivery. 10.2 The price quoted shall not include any transportation or delivery costs, which shall be payable in addition, unless expressly stated. Where carriage charges are quoted such charges will include only for the time to load or unload alongside the Supplier's vehicle at the address specified by the Customer in the Order. Further time or attendance will be paid for by the Customer in addition. 10.3 The Supplier shall be entitled to charge overtime for each part day or for any time worked by individuals whom it engages on the Services outside the hours set out in the Order. 10.4 Unless otherwise agreed, in writing, by a director of the Supplier, once a Contract is agreed via purchase order or email confirmation 50% of the total fee is payable immediately. Where account facilities have been granted to the Customer in writing all invoices for the remaining fee must be paid within 14 days of invoice date. The Supplier shall be entitled to invoice the Customer at any time after completion. Where no such facilities have been granted the remaining payment will be payable at the time the Customer submits their Order or (where previously agreed between the parties) on delivery. 10.5 The Customer shall pay the Supplier in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract. 10.6 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). 10.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. 10.8 Once a Contract is entered into the Customer is required to pay the total value of the Contract if the job is terminated for any reason other than due to the Customer terminating the Contract in accordance with clause 14.1, in which case the Customer shall only be required to pay any amounts which relate to Equipment and/or Services provided prior to termination. 10.9 All amounts due under the Contract 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)

11. Intellectual property rights

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier. 11.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables

in its business. 11.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2. 11.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer. 11.5 The Customer acknowledges that playing or showing copyright material in circumstances where the Customer or anyone authorised by them does not hold the appropriate license of the copyright holder will infringe copyright and may become liable in damages for so doing. The Customer by accepting delivery of sound or visual reproduction equipment warrants that he has or will obtain the appropriate license for the said performance playing or showing, prior to using any Equipment for the said purpose.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the 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, except as permitted by clause 12.2. 12.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with 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 12; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 12.3 No party shall use any 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.

13. Limitation of liability and indemnity

13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Equipment Act 1979 or section 2 of the Supply of Equipment and Services Act 1982 (title and quiet possession); and (d) defective products under the Consumer Protection Act 1987. 13.3 Nothing in these Conditions shall make the Supplier liable for any indirect or consequential loss to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, incompatibility or unlawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the same. 13.4 Subject to clauses 13.2 and 13.3, the Supplier's total liability to the Customer shall not exceed: (a) in respect of any Equipment that is sold to the Customer, any manufacturer's warranty sold with the Equipment; or if there is none then at the Supplier's option the replacement or repair of the defective Equipment or a refund of the price for the Equipment; and (b) in all other cases, the amount paid by the Customer for the relevant Equipment and/or Services. 13.5 The Customer will at all times promptly and fully indemnify the Supplier, its employees and its agents against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with: (a) the delivery, hire, use, non-use, repossession, collection, return or non-return of any Equipment and/or Services provided to the Customer by the Supplier; and/or (b) any breach by the Customer of its obligations under the Contract. 13.6 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so (or such other time period as the Supplier may reasonably determine where the Customer has committed a material breach); (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy. 14.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment. 14.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them. 14.4 The Customer may terminate the Contract upon providing written notice to the Supplier, providing that it pays the following charges: (a) if cancelled within 6 weeks from the due commencement date: 75% of the total fees is due and immediately payable; (b) if cancelled within 3 weeks from the due commencement date: 90% of the total fees is due and immediately payable; and (c) if cancelled within 1 week from the due commencement date: 100% of the total fees is due and immediately payable.

15. Consequences of termination

15.1 On termination of the Contract: (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid amount owing in respect of Services and Equipment and the Customer hereby authorises the Supplier (notwithstanding any subsequent instruction to the contrary after the date of the commencement of the Contract) to deduct any sums properly due to the Supplier arising under a breach of the Contract from any credit card, debit card or charge account details of which are in the possession of the Supplier; (b) the Customer shall return all Deliverables and Equipment which have not been fully paid for and/or which are being leased by the Customer. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract. 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Force majeure Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

17. General

17.1 **Covid.** Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any applicable law, legislation and/or any guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under the Contract as a result of or in relation to COVID-19. The Supplier shall not be liable for any delay in or failure to comply with its obligations under the Contract as a result of COVID-19. 17.2 **Assignment and other dealings** (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier. 17.3 **Notices.** (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in the Order. (b) Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) 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; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.3(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, here applicable, any arbitration or other method of dispute resolution.

17.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision. 17.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. 17.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. 17.7 **Entire agreement.** (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

17.8 **Third party rights.** (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person. 17.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives). 17.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. 17.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.