

## Parties

- (1) Blue Sky Tipis Ltd incorporated and registered in England and Wales with company number 11827993 whose registered office is at , 146 Manor Way, Borehamwood, Hertfordshire, WD6 1QX (**BST or we**).
- (2) The party identified at paragraph 1 of The Booking Information (**Client or you**).

## Agreed terms

### 1 Interpretation

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

**Accessories:** the accessories including without limitation items of furniture and decorations, listed in paragraph 9 of The Booking Information which may be used by the Client along with the Equipment.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** the date at paragraph 2 of The Booking Information.

**Delivery:** the transfer of physical possession of the Equipment and the Accessories to the Client at the Site.

**Delivery Date:** the date at paragraph 3 of The Booking Information.

**Deposit:** the deposit amount set out in paragraph 6 of The Booking Information.

**Equipment:** the items of equipment listed in paragraph 8 of The Booking Information (consisting of the tipis and anything else provided or to be provided by BST that is necessary for the installation of the tipis at a location), together with all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Equipment and Accessories Damage Security Deposit:** the equipment and accessories damage security deposit amount set out in paragraph 10 of The Booking Information.

**Event:** the Client's event for which the Client wishes to use the Equipment and the Accessories.

**Hire Charge:** the payment due from the Client to BST under paragraph 7 of The Booking Information for hire of the Equipment and the Accessories.

**Removal Date:** the date at paragraph 3 of The Booking Information.

**Rental Period:** the period of hire as set out in paragraph 5 of The Booking Information and in clause 4.

**Risk Period:** the period during which the Equipment and the Accessories are at the sole of the risk of the Client as set out in clause 7.3.

**Site:** the location for delivery and installation of the Equipment and the Accessories at paragraph 4 of The Booking Information.

**Total Loss:** the Equipment or the Accessories are, in BST's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

- 1.2 The Booking Information forms part of this agreement.

### 2 Booking

- 2.1 All bookings, however made, are accepted by BST only on the terms and conditions in this agreement.
- 2.2 Provisional bookings are held for 5 Business Days only. The Deposit and Equipment and Accessories Damage Security Deposit must be paid in order for the booking to be accepted.

### 3 Equipment and Accessories hire

- 3.1 BST shall hire the Equipment and Accessories to the Client for use at the Site subject to the terms and conditions of this agreement.

### 4 Rental Period

- 4.1 The Rental Period starts on the Delivery Date and shall continue for the period at paragraph 5 of The Booking Information unless this agreement is terminated earlier in accordance with its terms.

## 5 Deposit, Equipment and Accessories Damage Security Deposit, and Hire Charge

- 5.1 The Deposit, and any Equipment and Accessories Damage Security Deposit, are deposits to secure the booking for the Equipment and Accessories and against default by the Client of payment of the Hire Charge or loss of or damage caused to the Equipment or the Accessories whilst they are at the Client's risk. The Client shall, on the date of this agreement, pay to BST the Deposit and any Equipment and Accessories Damage Security Deposit as set out at paragraphs 6 and 10 of The Booking Information. The Deposit is non-refundable once this agreement has been entered into, and shall be deducted from the Hire Charge.
- 5.2 If the Client fails to pay the Hire Charge in accordance with this clause, BST shall be entitled to terminate this agreement in accordance with clause 10 and keep the Deposit but BST shall refund any Equipment and Accessories Damage Security Deposit.
- 5.3 If any loss or damage is caused to the Equipment or the Accessories (in whole or in part) whilst it is at the Client's risk, BST shall be entitled to assess the cost of repair or replacement of the Equipment or the Accessories and to deduct a sum equivalent to that cost from the Equipment and Accessories Damage Security Deposit, and in addition BST shall be entitled to terminate this agreement in accordance with clause 10 and keep the Deposit. In all other circumstances, provided there is no loss or damage to the Equipment or Accessories, BST shall reimburse the Equipment and Accessories Damage Security Deposit to the Client promptly after the Equipment and Accessories are returned to BST and BST has checked and confirmed that there is no loss or damage.
- 5.4 The Client shall pay the balance of the Hire Charge to BST no less than 60 days before the Delivery Date. The Client shall pay the Hire Charge in UK pounds and by bank transfer. Bank details for transfers are as follows:
- |                |          |
|----------------|----------|
| Sort Code      | 09-01-29 |
| Account Number | 36653920 |
- 5.5 The Hire Charge is inclusive of VAT and as such is subject to change.
- 5.6 Any additional costs that may arise within the 60 days prior to the Delivery Date must be paid up front.
- 5.7 All amounts due under this 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).
- 5.8 If the Client fails to make a payment due to BST under this agreement by the due date, then, without limiting BST's remedies under clause 10, the Client 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 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

## 6 Delivery and installation

- 6.1 Delivery of the Equipment and the Accessories shall be made by BST. BST shall use all reasonable endeavours to effect delivery and any installation of the Equipment and the Accessories on or by the Delivery Date, and BST shall dismantle and remove them on or after the Removal Date. Unless agreed otherwise in writing with the Client, BST may select a different time for delivery and installation on or before the Delivery Date and a different time for dismantling and removal on or after the Removal Date according to availability, and BST shall firm up the actual times closer to the Event. The Client shall be present at the Site and enable BST to have access to the Site at the times reasonably requested by BST and agreed with the Client (who shall not unreasonably withhold or delay agreement).
- 6.2 Risk shall transfer in accordance with clause 7 of this agreement.
- 6.3 **Delivery and collection of the Equipment and the Accessories is provided by BST to the Client at cost from and to one of BST's bases. BST does not make any margin on delivery or collection of the Equipment or the Accessories. The Hire Charge includes the cost for fuel, Congestion Charge (where applicable), loading, unloading, and driving from a BST base or third party and back.**
- 6.4 **If the Client would like a specific time slot, this is subject to availability and subject to the Client paying BST an additional charge as agreed in writing between BST and the Client. The Hire Charge is for one delivery person to help keep transport costs to a minimum.**
- 6.5 **All delivery, installation, offloading, dismantling and loading of the Equipment and the Accessories is carried out by BST. The Client shall not attempt to do so itself.**
- 6.6 **The Hire Charge is based on having parking for Luton sized van(s) and easy access to a ground floor drop-off and collection point no more than 25 meters from BST's delivery van(s). Most of BST's furniture within the Accessories is solid wood, large and heavy and takes time to unload and load; similarly, the Equipment is large and heavy and takes time to unload and load. If there are any restrictions or obstacles like parking, steps, stairs or lifts to negotiate, the Client must let BST know in writing on or before the agreement is entered into, as this can affect timings and the accuracy of the Hire Charge. If the Client has not warned BST in advance and BST incurs delays or additional effort, BST may charge the Client for its additional costs and charges at its usual rates, which the Client shall pay to BST on demand.**
- 6.7 **BST shall install the Equipment and dismantle the Equipment at the Site. The Client shall be present at the installation and dismantling of the Equipment and delivery and collection of the Accessories. Acceptance by the Client shall constitute conclusive evidence that the Client has examined the Equipment and the Accessories on delivery and installation and has found them to be in good condition, complete and fit in every way for the purpose for which they are intended. If required by BST, the Client shall sign a receipt confirming such acceptance and shall note and show on the sign-off receipt any damage present on arrival, delivery or installation.**

## 7 Title, risk and insurance

- 7.1 The Equipment and the Accessories shall at all times remain the property of BST or BST's suppliers, and the Client shall have no right, title or interest in or to the Equipment or the Accessories (save the right to possession and use of the Equipment and the Accessories subject to the terms and conditions of this agreement).
- 7.2 Without affecting the passing of risk from BST to the Client, the Client shall comply and ensure compliance with all requirements of BST or BST's suppliers of the Equipment or the Accessories, by all people who may come into contact with the Site or the Equipment or the Accessories (including any owner, occupier, visitor, guest, or contractor (other than BST or BST's own contractors) at the Site). This may include: ensuring that there is no candle or naked flame (including without limitation catering or heating equipment) in or near the Equipment or the Accessories (other than any fire bowls or firepit benches that BST specifically hires out and agrees in writing to be used in or near the Equipment or other Accessories); and ensuring there is nothing on the dancefloor (which should only be used for dancing); and ensuring the dancefloor is dry at all times.
- 7.3 The risk of loss, theft, damage or destruction of the Equipment and the Accessories shall pass to the Client on actual delivery. The Equipment and the Accessories shall remain at the sole risk of the Client during the Rental Period and any further term during which the Equipment and the Accessories are in the possession, custody or control of the Client ("**Risk Period**") until such time as the Equipment and the Accessories are redelivered to or collected by BST (or, in the case of some Accessories, BST's third party supplier). During the Rental Period, and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:
- 7.3.1 except where the Client has paid a damage waiver as shown in The Booking Information, insurance of the Equipment and the Accessories 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 BST may from time to time nominate in writing;
- 7.3.2 insurance for such amounts as a prudent owner or operator of the Equipment and the Accessories would insure for, or such amount as BST 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 the Accessories; and
- 7.3.3 insurance against such other or further risks relating to the Equipment and the Accessories as may be required by law, together with such other insurance as BST may from time to time consider reasonably necessary and advise to the Client.
- 7.4 The Client shall ensure that all insurance policies procured by the Client are endorsed to provide BST with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on BST's request name BST on the policies as a loss payee in relation to any claim relating to the Equipment or the Accessories. The Client shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 7.5 **The Client shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to BST and proof of premium payment to BST to confirm the insurance arrangements.**
- 7.6 **If the Client is unable to cover the Equipment and the Accessories under their insurance, they can choose to pay to BST a fee. In electing to take this option, BST shall, subject to clause 7.7, take full responsibility for the risk of accidental loss or damage to the Equipment and the Accessories supplied directly by BST during the Rental Period. The fee will cover the cost of insurance taken out by BST. If the Client takes this option, the Client shall be responsible for paying to BST the first £500 of any accidental loss or damage to the Equipment or the Accessories during the Rental Period. If the Equipment or the Accessories repair costs exceed £50,000, the Client will be responsible for paying all and any such repair costs in excess of £50,000. This option does not apply to the Accessories or any Equipment supplied by BST through third party suppliers including, but not limited to, furniture, toilets, generators, heaters, dancefloors and stages. The Client remains responsible for any loss or damage to such items and for arranging insurance cover in respect of such items. The Client is responsible for checking with BST and obtaining BST's confirmation in writing for a breakdown of any items not covered by the option under this clause.**
- 7.7 The Client is responsible for all and any loss or damage to the Equipment and the Accessories resulting from any wilful neglect, malicious acts, intentional misuse of the Equipment, abuse of the Equipment and the Accessories, failure to adhere to any safety or security arrangements that have been agreed with BST or reasonably stipulated by BST or any wind management advice provided by BST in respect of the Equipment and the Accessories and agrees to indemnify BST against all losses, liabilities, costs, damages, charges or expenses incurred in respect of the same.
- 7.8 If the Client fails to effect or maintain any of the insurances required under this agreement or pay a fee in accordance with clause 7.6, BST 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, which the Client shall pay to BST on demand.
- 7.9 The Client shall give immediate written notice to BST in the event of any knowledge or suspicion of any loss, accident or damage to the Equipment or the Accessories arising out of or in connection with the Client's possession or use of the Equipment or the Accessories.

## 8 Client's responsibilities

- 8.1 The Client shall, during the term of this agreement (including during the Rental Period and the Risk Period):
- 8.1.1 if reasonably requested by BST, arrange a date and time for BST to attend the Site for a Site visit for any purpose reasonably required by BST;
- 8.1.2 indicate the exact location of any services, utilities, pipes or cables on the Site, whether underground or overground during any Site visit;

- 8.1.3 immediately notify BST of any changes to the Site that occur after any Site visit;
- 8.1.4 provide full and prompt response, data and co-operation to BST in respect of any queries BST may have as to the size, location and environment at the Site and the proposed usage of the Equipment and the Accessories;
- 8.1.5 physically mark all and any services, utilities, pipes and cables on the Site prior to the Delivery Date. BST takes no responsibility for any damage, howsoever occurring, to any services, utilities, pipes or cables that have not been physically marked by the Client;
- 8.1.6 provide BST with suitable access to the Site at all times whilst the Equipment and the Accessories are at the Client's risk including (without limitation) in case the weather or expected weather conditions may make them unsafe to use. The Client acknowledges that BST may dismantle the Equipment and remove or move the Accessories without liability to the Client and without notice if BST reasonably considers this prudent in the circumstances;
- 8.1.7 ensure that the Equipment and the Accessories are kept and operated in a suitable environment, used only for the purposes for which they are designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 8.1.8 take such steps (including compliance with all safety and usage instructions provided by BST) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment and the Accessories are at all times safe and without risk to health when they are being set, used, cleaned or maintained by a person at work;
- 8.1.9 maintain at its own expense the Equipment and the Accessories in good and substantial condition and keep them in as good an operating condition as they were on the Delivery Date (fair wear and tear only excepted), and shall reimburse BST to make good any damage to the Equipment and the Accessories;
- 8.1.10 make no alteration to the Equipment or the Accessories and shall not remove any existing component (or components) from the Equipment or the Accessories;
- 8.1.11 not move or allow any third party to move (or attempt to do so) or tamper or interfere in any way with the Equipment or the Accessories (other than moving any Accessories that BST agrees can be moved at the Site);
- 8.1.12 keep BST fully informed of all material matters relating to the Equipment and the Accessories;
- 8.1.13 permit BST to inspect the Equipment and the Accessories at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment and the Accessories may be located, and shall grant reasonable access and facilities for such inspection;
- 8.1.14 not, without the prior written consent of BST, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or the Accessories or allow the creation of any mortgage, charge, lien or other security interest in respect of them;
- 8.1.15 not without the prior written consent of BST, attach the Equipment or the Accessories to any land or building so as to cause the Equipment or the Accessories to become a permanent or immovable fixture on such land or building. If the Equipment or the Accessories do become affixed to any land or building then the Equipment or the Accessories 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 or the Accessories from any land or building and indemnify BST against all losses, liabilities, costs, damages, charges or expenses incurred as a result of such affixation or removal;
- 8.1.16 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of BST in the Equipment or the Accessories and, where the Equipment or the Accessories have become affixed to any land or building, the Client must take all necessary steps to ensure that BST may enter such land or building and recover the Equipment or the Accessories both during the term of this 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 BST of any rights such person may have or acquire in the Equipment or the Accessories and a right for BST to enter onto such land or building to remove the Equipment or the Accessories;
- 8.1.17 not suffer or permit the Equipment or the Accessories to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment or the Accessories are so confiscated, seized or taken, the Client shall notify BST and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and the Accessories and shall indemnify BST on demand against all losses, liabilities, costs, charges, damages and expenses incurred as a result of such confiscation;
- 8.1.18 not use the Equipment or the Accessories for any unlawful purpose;
- 8.1.19 ensure that at all times the Equipment and the Accessories remain identifiable as being BST's property;
- 8.1.20 deliver up the Equipment and the Accessories at the end of the Rental Period or on earlier termination of this agreement by allowing BST access to the Site or any premises where the Equipment and the Accessories are located for the purpose of removing the Equipment and the Accessories;
- 8.1.21 not allow anything to be put near or running against the Equipment or secure anything to the Equipment or the Accessories, including to any tipi(s) provided as part of the Equipment, using pins, staples, anything that might rip or pierce the canvas of a

tipi, glue, blu tack or any other adhesive or substance that might mark or damage the Equipment or the Accessories. Any damage caused as a result of a breach of this clause will be deemed to be misuse and abuse of the Equipment and the Accessories;

8.1.22 not allow a candle or naked flame (including without limitation catering or heating equipment) in or near the Equipment or the Accessories (other than any fire bowls or firepit benches that BST specifically hires out and agrees in writing to be used in or near the Equipment or other Accessories); and obtain BST's prior approval and permission before using a fire pit. A fire pit must be used only by someone competent in doing so. The Client shall ensure that a fire pit must not be used for cooking of any form; and only smokeless fuel may be used on any fire pit. The Client shall further ensure that the appropriate smoke flaps must be opened before the fire pit is lit; and the smoke flaps must not be closed until the fire pit completely out;

8.1.23 only use approved catering ovens/equipment inside any tipi(s) provided as part of the Equipment or inside the Accessories. Under no circumstances can any form of BBQ (including any gas fuelled BBQ) or other equipment using a naked flame be used in any tipi(s) provided as part of the Equipment or near the Accessories. The Client shall ensure that any catering equipment used inside any tipi(s) provided as part of the Equipment or near the Accessories must be at least 600mm away from the Accessories or any part of any tipi(s) provided as part of the Equipment including the canvas of the tipi. The Client must further ensure that any external heaters or cooking equipment must be 5m away from any part of the Accessories or the tipi(s) provided as part of the Equipment. Any damage from anything resulting from a breach of this clause will be deemed to be misuse and abuse of the Equipment or the Accessories;

8.1.24 notify BST immediately if the Client is dissatisfied with the services and/or the Equipment or the Accessories provided by BST. BST will undertake an assessment and take any action that it considers necessary. In no circumstances can compensation be made for issues that are raised after the Rental Period, or where BST has been denied the opportunity to rectify matters during the Rental Period; and

8.1.25 not do or permit to be done anything which could invalidate the insurances referred to in clause 7.

8.2 The Client acknowledges that BST shall not be responsible for any loss of or damage to the Equipment or the Accessories arising out of or in connection with any negligence, misuse, mishandling of the Equipment or the Accessories or otherwise caused by the Client or any owner, occupier, visitor, guest, or contractor (other than BST or BST's own contractors)) at the Site during the Rental Period and the Risk Period.

## 9 Limitation of liability

9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this agreement including without limitation liability in contract, tort (including without limitation negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this agreement limits any liability which cannot legally be limited including liability for:

9.2.1 death or personal injury caused by negligence;

9.2.2 fraud or fraudulent misrepresentation;

9.2.3 breach of the terms implied by section 7 of the Supply of Goods and Services Act or section 8 of the Supply of Goods (Implied Terms) Act 1973; or

9.2.4 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.

9.3 Subject to clause 9.2, BST's total liability to the Client shall not exceed £5,000,000.

9.4 Subject to clause 9.2, all implied terms and conditions as to the quality or performance of the Equipment and the Accessories and any other goods or services provided under this agreement are, to the fullest extent permitted by law, excluded from this agreement.

## 10 Termination

10.1 Without affecting any other right or remedy available to it, BST may cancel the Client's booking and terminate this agreement with immediate effect by giving notice to the Client if the Client:

10.1.1 fails to pay the Deposit, the Equipment and Accessories Damage Security Deposit, or the Hire Charge, in accordance with clause 5;

10.1.2 fails to provide BST with suitable or reasonable access to the Site; or

10.1.3 commits a material breach of any other term of this agreement.

10.2 For the purposes of clause 10.1.3, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which BST would otherwise derive from:

10.2.1 a substantial portion of this agreement; or

10.2.2 any of the obligations set out in clause 8,

during the term of this agreement. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 10.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 10.4 The Client may cancel the booking and terminate this agreement no less than 60 days before the Delivery Date by giving BST 5 Business Days' notice in writing. In these circumstances, the Deposit is non-refundable but the balance of the Hire Charge will not be payable.
- 10.5 The Client may cancel the booking and terminate this agreement at any time up to the Delivery Date by giving BST 5 Business Days' notice in writing. In these circumstances, except as described in clause 10.4, the Deposit and Hire Charge is non-refundable.
- 10.6 Any cancellation rights in this agreement are additional to anything which would otherwise apply at law. However, the Client has no right to cancel this agreement (even if the Client is a consumer) under consumer laws, given that this agreement involves services for which there is no right to cancel at law.

## 11 Consequences of termination

- 11.1 On termination of this agreement, however caused:
- 11.1.1 BST's consent to the Client's possession of the Equipment and the Accessories shall terminate;
- 11.1.2 BST may without notice and at the Client's expense, retake possession of the Equipment and the Accessories and for this purpose may enter the Site or any premises at which the Equipment and the Accessories are located; and
- 11.1.3 without prejudice to any other rights or remedies of the Client, the Client shall pay to BST on demand:
- (a) all Hire Charge and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.8; and
- (b) any costs and expenses incurred by BST in recovering the Equipment and the Accessories or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.2 On termination of this agreement pursuant to clause 10.1, any other repudiation of this agreement by the Client which is accepted by BST or pursuant to clause 10.3, without prejudice to any other rights or remedies of BST, the Client shall pay to BST on demand a sum equal to the whole of the Hire Charge that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period.
- 11.3 The sums payable pursuant to clause 11.2 shall be agreed compensation for BST's loss arising out of the loss of the Hire Charge and shall be payable in addition to the sums payable pursuant to clause 11.1.3.
- 11.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 11.5 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 12 Force majeure

- 12.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control and this includes but is not limited to adverse weather conditions (including cold, heat, wind, rain, snow, ice or fog), act of God, any government or local authority decision or ruling or position, insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, seizure or forfeiture, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, unusual traffic volumes, unusual travel restrictions, epidemic or pandemic (including COVID-19), fire, explosion, storm, flood, drought, loss at sea, earthquake, volcano, ash cloud, natural disaster, accident, or failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, communications or Internet disruption or failure). Nothing in this clause shall excuse the liability of the Client for any acts or omissions of anyone who is on or near the Site or the Equipment or the Accessories during the Rental Period or the Risk Period,

## 13 Assignment and other dealings

- 13.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## 14 Entire agreement

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

14.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 15 **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties.

## 16 **No partnership or agency**

16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 17 **Counterparts**

17.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 18 **Third party rights**

18.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

## 19 **Notices**

19.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

19.1.1 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

19.1.2 sent by email to the address specified in The Booking Information.

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the proper address;

19.2.2 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; or

19.2.3 if sent by email, at the time of transmission.

## 20 **Waiver**

20.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 21 **Rights and remedies**

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

## 22 **Severance**

22.1 If any provision or part-provision of this agreement 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 this agreement.

## 23 **Governing law**

23.1 This agreement 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.

## 24 **Jurisdiction**

24.1 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 this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.