

TERMS AND CONDITIONS OF SUPPLY OF EDITING SUITES

Parties to the Agreement:

(A) Origin Film & Television LTD (Company Number: 12981551) whose registered office is at Unit 2a Henley Business Park, Normandy, Guildford, Surrey, England, GU3 2DX (together with its assigns and successors in title), hereinafter referred to as (**Supplier**); and

(B) "**Customer**" as specified on the Order.

1. Definitions

- 1.1. **Additional Services:** has the meaning set out in clause 3.1.
- 1.2. **Agreement:** these Terms, the Supplier Policies and the Order.
- 1.3. **Accommodation:** any room in the Premises hired or to be hired to the Customer as specified in the Order but excluding the Common Parts. A reference to 'Accommodation' shall be construed as a reference to any one or more such rooms as the context shall require.
- 1.4. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.5. **Charges:** the fee(s) payable by the Customer to the Supplier for the supply of the Service(s) as specified in the Order.
- 1.6. **Commencement Date:** has the meaning set out in clause 2.3.
- 1.7. **Common Parts:** any toilet and/or kitchen facilities, entrance halls, corridors, lifts, stairways and/or landings serving the Accommodation.
- 1.8. **Customer Default:** has the meaning set out in clause 7.2.
- 1.9. **Delivery Date:** the earlier of the date upon which the Equipment is delivered to the Customer or its agents or the date upon which the Equipment is made available for use the Customer or its agents.
- 1.10. **Equipment:** the Supplier's equipment and/or software hired or to be hired to the Customer as specified in the Order, together with all replacements and renewals of the equipment and/or software and the component parts thereof and all accessories, additions, containers, handbooks and similar. Reference to the Equipment shall include a reference to any component thereof.
- 1.11. **Expertise:** any expertise (whether creative, technical or otherwise) provided or to be provided to the Customer by any person employed or engaged by the Supplier as specified in the Order.
- 1.12. **Hire Period:** in respect of each Service, the period of hire as set out in the Order.
- 1.13. **Order** the document prepared by the Supplier setting out details of the Services, the Equipment, the Hire Period and the Charges applicable in the case of each such Service, as may be updated from time to time in accordance with clause 9.1.
- 1.14. **Premises:** the building as specified in the Order.
- 1.15. **Risk Period:** has the meaning set out in clause 9.2.
- 1.16. **Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
- 1.17. **Services:** the Accommodation and/or Equipment and/or Expertise agreed to be hired to the Customer by the Supplier as specified in the Order, including any Additional Services, and "**Service**" shall be construed as being a reference to the relevant part thereof as the context shall require.
- 1.18. **Supplier Policies:** the Supplier's policies which apply to the Premises (as amended from time to time). Copies of Supplier Policies such are displayed at the Premises and are available from the Supplier on request.
- 1.19. **Terms:** these terms and conditions as amended from time to time.
- 1.20. **Third Party Services:** has the meaning set out in clause 3.3.

2. Basis of Contract

- 2.1. The Supplier agrees to provide the Service(s) to the Customer for the relevant Hire Period(s) on and in accordance with the Agreement.
- 2.2. In consideration for the provision of the Service(s) by the Supplier, the Customer agrees to comply with all of its obligations under the Agreement).

- 2.3. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and date the Agreement shall come into existence (**Commencement Date**).
- 2.4. The terms of the Agreement apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. 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 Terms.
- 2.6. Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

3. Additional Services

- 3.1. At the request of the Customer, the Supplier may, subject to availability and at its sole discretion, provide or arrange the provision of additional services (being any services other than the Services) to the Customer during the Hire Period for an additional fee (**Additional Services**).
- 3.2. Any Additional Services shall be subject to these Terms.
- 3.3. Where Additional Services are not available from the Supplier, the Supplier may, at its sole discretion, agree to source such services from, or otherwise introduce the Customer to, relevant 'third party' service Suppliers (any such Additional Services being "**Third Party Services**").
- 3.4. Any Third Party Services shall be engaged by the Customer on such terms and conditions as may be agreed between the Customer and the relevant third party service Supplier from time to time.
- 3.5. The cost of any such Third Party Services shall be borne solely by the Customer.
- 3.6. The Supplier assumes no responsibility, obligation and/or liability, directly or indirectly, for any claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses) suffered, sustained or incurred by the Customer and/or any of its officers, employees, contractors and/or agents in connection with or in relation to the provision, supply and/or use of any Third Party Services.
- 3.7. The Supplier is not responsible for the availability of any Third Party Services.

4. The Premises

- 4.1. Subject to these Terms, the Supplier agrees to permit the Customer during the Hire Period to:
 - 4.1.1. use the Accommodation as an editing set, production office and/or audio visual effects workplace for the purpose of film and television production; and
 - 4.1.2. use the Common Parts in common with the Supplier and all others authorised by the Supplier in a manner consistent with the intended use of each such Common Parts.
- 4.2. The Customer acknowledges and agrees that:
 - 4.2.1. there is no intention by the parties to create a tenancy under the Landlord and Tenant Act 1954 or any nature whatsoever;
 - 4.2.2. the licence to occupy as granted by the Agreement is personal to the Customer and is not assignable and the rights given by under these Terms may only be exercised by the Customer;
 - 4.2.3. the Supplier retains control and possession of the Accommodation and the remainder of the Premises and the Customer has no right to exclude the Supplier from the Accommodation or any part of the Premises;
 - 4.2.4. the Supplier shall be entitled at any time to require the Customer to transfer to comparable Accommodation elsewhere within the Premises and the Customer shall comply with such requirement; and
 - 4.2.5. the Supplier may, at its sole discretion, store or dispose of any items or chattels left in the Premises by the Customer following termination of the Hire Period (and recover the cost of such storage and/or disposal from the Customer) and the Supplier shall not be liable to the Customer in relation to that storage or disposal.
 - 4.2.6. The Customer shall indemnify the Supplier in respect of any claim made by a third party in relation to any items left by the Customer following termination of the Hire Period.
- 4.3. The Customer agrees that it will not:
 - 4.3.1. permit or authorise entry by any third party into the Accommodation or the Premises during the Hire Period (other than the Customer, its employees, its contractors or agents) without the prior written consent of the Supplier;

- 4.3.2. affix anything to, or otherwise decorate any part of the Accommodation or the Premises without the prior written consent of the Supplier;
- 4.3.3. not use the Accommodation or Premises as a dwelling;
- 4.3.4. sub-let or allow any third party to occupy any part of the Accommodation; and/or
- 4.3.5. make, cause or permit to be made any installation, alteration, change or damage to the Premises or the Accommodation or any of their respective fixtures or fittings (including without limitation any Service Media) without the express prior written consent of the Supplier.

4.4. The Customer shall:

- 4.4.1. ensure that any and all equipment (other than the Equipment) introduced to the Accommodation by the Customer during the Hire Period is removed by the Customer prior to the end of the Hire Period;
- 4.4.2. ensure that all persons have vacated the Accommodation prior to the end of the Hire Period;
- 4.4.3. ensure that the Accommodation is kept clean and tidy and in good repair and condition and ensure the Accommodation once vacated at the end of the Hire Period is left as such;
- 4.4.4. immediately on demand pay to the Supplier any costs incurred by the Supplier in carrying out any works required to make the Accommodation clean and tidy or bring to good repair and condition; and
- 4.4.5. ensure that any and all installations, alterations and/or changes made to the Premises or the Accommodation (and/or any of their respective fixtures or fittings) in accordance with clause 4.3.5 have been removed and made good by the Customer prior to the Accommodation being vacated.

5. Equipment

- 5.1. The hire of the Equipment will commence on the Delivery Date.
- 5.2. At the Delivery Date the Customer shall inspect the Equipment and inform the Supplier immediately of any defects.
- 5.3. The Equipment shall be provided as is.
- 5.4. The Customer shall ensure that the Equipment and the premises in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice.
- 5.5. Subject to these Terms, the Supplier agrees to permit the Customer to use the Equipment for video and/or audio editing for the purpose of film and television production for the duration of the Hire Period.
- 5.6. The Customer is not permitted to use the Equipment for any purposes for which it is not expressly designed and as instructed by the Supplier. Usage must be in accordance with statutory provisions, regulations and applicable laws.
- 5.7. The Equipment shall not be removed from the Premises by the Customer other than in accordance with the Agreement or with the Supplier's prior written consent.
- 5.8. The Customer shall not sell, assign, charge or create any encumbrance, security interest or sub-lease over or otherwise dispose of or abandon the Equipment, nor allow the Equipment to become a fixture on any land or property. At the end of the Hire Period, or upon any earlier termination under these Terms, the Customer shall deliver up the Equipment to the Supplier and ensure it is done so in the condition it was in at the start of the Hire Period (with the exception of fair wear and tear only).
- 5.9. The Customer agrees that it will not:
 - 5.9.1. without the prior consent of the Supplier make any modifications, alterations, additions or attempt repairs to the Equipment;
 - 5.9.2. remove or interfere with any identification marks or plates affixed to the Equipment; or
 - 5.9.3. deface the Equipment in any way.
 - 5.9.4. create, or allow to be created over the Equipment any lien, charge or other security;
 - 5.9.5. lend, lease, sell or otherwise part with possession of the Equipment or represent it may do any of those things;
 - 5.9.6. connect or attach the Equipment to any land or buildings; or
 - 5.9.7. do anything that causes the Supplier's insurance of the Equipment to become void or voidable

6. IT Facilities

- 6.1. Subject to availability, the Customer may be permitted to use the Supplier's Wi-Fi network at the Premises for the duration of the Agreement.
- 6.2. At the request of the Customer, the Supplier may, at its sole discretion and subject to availability, be able to provide or arrange the provision of additional IT Facilities. Such additional IT Facilities shall be provided under these Terms.
- 6.3. The Supplier makes no representations as to the reliability, security or suitability of the IT Facilities howsoever provided and the Supplier shall not be required to monitor the performance of any IT Facilities.
- 6.4. Where media storage is provided as part of the Services, the Supplier will erase any of the Customer's data upon termination of this Agreement.
- 6.5. The Supplier shall not be liable for any loss or damage arising from the use of any IT Facilities by the Customer. The Customer shall adopt such security measures as it considers to be appropriate for its circumstances, including but not limited to data encryption, backup and recovery plans and anti-virus software.
- 6.6. The Supplier shall be entitled to charge the Customer, to be payable on demand, any cost for the use of IT Facilities or communication facilities.

7. Customer's duties

- 7.1. The Customer shall:
 - 7.1.1. co-operate with the Supplier in all matters relating to the Agreement;
 - 7.1.2. comply with all instructions of the Supplier at all times;
 - 7.1.3. comply with all applicable laws, including health and safety laws and regulations;
 - 7.1.4. obtain and maintain all necessary licences, permissions and consents which may be required in relation to the Agreement, including any required before the Commencement Date or Delivery Date;
 - 7.1.5. not, without the prior written permission of the Supplier, use the Service(s) for any purpose other than video and/or audio editing (whether linear or non-linear) for the purpose of film and television production as set out in the Order;
 - 7.1.6. not use the Services for any illegal or immoral purpose;
 - 7.1.7. pay the Charges when due;
 - 7.1.8. take all reasonable steps to safeguard the Equipment from loss and damage and follow all instructions in relation to security and access to the Accommodation and Premises;
 - 7.1.9. to the best of its abilities, ensure that no nuisance by noise or otherwise is caused as a result of using the Service(s);
 - 7.1.10. not sell any goods, products, merchandise or services at the Accommodation or Premises without the express prior written consent of the Supplier;
 - 7.1.11. notify the Supplier immediately of any complaints, accidents, losses, damage or claims relating to the Service(s);
 - 7.1.12. provide the Supplier, its employees, agents, consultants and subcontractors with access to the Accommodation and Premises, and any other location as reasonably required by the Supplier to perform its obligations under the Agreement;
 - 7.1.13. provide the Supplier with such information and materials as the Supplier may reasonably require in order to perform its obligations under this Agreement, and ensure the information is complete and accurate in all material respects;
 - 7.1.14. ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed and set out in the Order, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - 7.1.15. maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was as at the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
 - 7.1.16. indemnify the Supplier against all fines, penalties and liabilities arising in respect of any non-compliance or contravention of any law or regulation, together with any cost or expenses incurred by the Supplier as a result;

- 7.1.17. not take or allow any of the Equipment to be taken out of the United Kingdom mainland without receiving prior written authority of the Supplier and, in the event of authority being granted, only on such terms as the Supplier stipulates;
- 7.1.18. not undertake any activity which may bring the Supplier into disrepute or undertake any activity which may cause a nuisance to any other occupants in the Premises;
- 7.1.19. not make, record or document any disparaging statements, whether written or oral, about the Services and/or the Supplier or any of its officers, directors or employees;
- 7.1.20. comply with all reasonable requests and instructions of the Supplier, its staff and its agents relating to the Services;
- 7.1.21. be solely responsible for the safekeeping and return of any passes, swipe cards, keys, pin codes, access codes or other access supplies provided by the Supplier to the Customer and/or any of its officers, employees, contractors, agents and/or any person authorised by or on behalf of the Customer, to enable access to the Premises and/or the Accommodation during the Hire Period;
- 7.1.22. pay to the Supplier the full cost of replacement of the items listed in clause 7.1.21 should any such items be lost, and any associated charges such as replacement of locks; and
- 7.1.23. be solely responsible for ensuring that its employees, contractors and agents, and any other individual(s), organisation(s) or contractor(s) granted access to the Accommodation and/or Premises by or on behalf of the Customer abide by these Terms.
- 7.2. If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 7.2.1. the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Service(s) 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 7.2.2. the Supplier shall not be liable for any claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses) suffered, 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 7.2.2; and
 - 7.2.3. the Customer shall reimburse the Supplier on written demand for claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses) suffered, sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. Credit / Acknowledgement

In the opening and/or closing credits of any media of which any part was edited or produced using any of the Services, the Customer shall acknowledge the Supplier, with reference to all of the Services used (e.g. "*Editing Facilities*" / "*Editing Equipment and Rooms*" / "*Office Space*").

9. Risk, Title and Insurance

- 9.1. The Supplier shall at all times retain ownership of the Equipment and the Customer shall not do or allow to occur anything which might adversely affect the Supplier's right, title or interest in the Equipment.
- 9.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on commencement of the Hire Period. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession or control of the Customer (**Risk Period**) until such time as the Equipment is returned to the Supplier.
- 9.3. During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - 9.3.1. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
 - 9.3.2. insurance of the Equipment for such amounts as is reasonable, or such amount as the Supplier may reasonably require, to cover any third party or public liability risks arising in connection with the Equipment;

- 9.3.3. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and notify to the Customer; and
 - 9.3.4. the Customer shall notify its insurer(s) that the Equipment is on hire from the Supplier and request the insurer(s) to endorse a note of such interest on the policy of insurance naming the Supplier as loss payee.
- 9.4. If the Customer fails to effect or maintain any of the insurances required pursuant to clause 9.3, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

10. Charges and payment

- 10.1. The Customer shall pay to the Supplier during the Hire Period the Charges in the amounts and at the intervals specified in the Order without previous demand or invoice, in full and in cleared funds to a bank account nominated in writing by the Supplier or any other payment method indicated by the Supplier.
- 10.2. The Supplier may amend the Order at any time to reflect changes to the Services or to comply with any applicable law.
- 10.3. Subject to any specific payment terms agreed between the Supplier and the Customer and detailed in the Order:
- 10.3.1. the Supplier shall invoice the Customer monthly in advance;
 - 10.3.2. invoices are payable in full immediately upon presentation in full and in cleared funds;
 - 10.3.3. any discount or reduction offered by the Supplier (in its sole discretion) to the Customer in respect of a Service shall be credited against the final invoice raised by the Supplier during the Hire Period.
- 10.4. The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the higher of:
- 10.4.1. the percentage increase in the Consumer Price Index in the preceding 12-month period; or
 - 10.4.2. 2%.
- The first such increase shall take effect of the first anniversary of the Commencement Date.
- 10.5. Time for payment shall be of the essence of the Agreement.
- 10.6. The Supplier's right to terminate pursuant to clause 15 will continue until all overdue amounts (including interest) have been paid in full and shall not be deemed to be waived or otherwise impaired by the Supplier's continuance to perform its obligations under this Agreement.
- 10.7. If the Customer fails to make any payment within the stipulated timeframe, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 10.7.1. seize any payment made by the Customer in relation to any other contract between the Customer and the Supplier in order to fully or partially offset the amounts due under the Agreement; and
 - 10.7.2. charge the Customer interest at a daily rate of 4% per annum above the base rate for the time being of Barclays Bank plc on all sums due and accrue for the duration that such sums are overdue, such interest being calculated from the date payment was due until actual payment compounded monthly and to be payable before and after any judgment.
- 10.8. The Supplier may collate charges for multiple Services by the same Customer into a single invoice.
- 10.9. Unless stated otherwise, all amounts payable by the Customer under the Agreement are exclusive of VAT.
- 10.10. All sums due from the Customer to the Supplier shall be increased to include VAT at the rate or rates for the time being in force.
- 10.11. The Customer is solely responsible for the payment of all taxes, charges or other amounts that may be levied in respect of the payment for the Charges or for the supply of Services and shall indemnify and hold harmless the Supplier against any such amounts where payment is required.
- 10.12. All amounts due under the 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).

11. Warranty and Performance

- 11.1. The Supplier may make any changes to the Service(s) which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Service(s), and the Supplier shall notify the Customer in any such event.

- 11.2. The Supplier does not warrant that the Service(s) is/are suitable for any particular purpose or that it/they meet any particular specification or requirement, unless specifically agreed otherwise in writing. The Customer is responsible for ensuring suitability at the time of booking.
- 11.3. Save as expressly provided in the Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Confidentiality

- 12.1. Each party undertakes that it will keep any information that is confidential in nature concerning the other party and its Affiliates including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it will not use or disclose the other party's Confidential Information to any person, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives 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 this agreement. 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
 - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. The Customer shall be liable for the actions or omissions of any contractors and agents, and any other individual(s), organisation(s) or contractor(s) permitted entry or access to the Accommodation and/or Premises by or on behalf of the Customer in relation to clause 12.1 as if they were the actions or omissions of the Customer. The Customer shall procure that any of the persons mentioned in this clause enter into a confidentiality agreement with the Supplier, if requested by the Supplier.

13. Indemnity

- 13.1. The Customer shall indemnify the Supplier against all claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses) suffered, sustained or incurred by the Supplier (or any employee, agent or sub-contractor of the Supplier), arising out of or in connection with:
- 13.1.1. the Customer's breach or non-performance of any of its obligations under the Agreement; or
 - 13.1.2. the acts or omissions of the Customer (or any employee, agent or sub-contractor of the Customer).

14. Limitation of liability

- 14.1. Subject to clause 14.2, the liability of the Supplier shall not exceed the value of this contract (as stipulated on the Order).
- 14.2. Nothing in the Agreement shall limit or exclude any liability of the Supplier which cannot be excluded by law, including:
- 14.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - 14.2.2. fraud or fraudulent misrepresentation.
- 14.3. Subject to clause 14.2, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of recorded media, loss of damage to goodwill; and any indirect or consequential loss.
- 14.4. This clause 14 shall survive termination of the Agreement.

15. Termination

- 15.1. The Supplier may terminate the agreement with immediate effect by giving written notice to the Customer if:
- 15.1.1. the Customer fails to pay any Charges or other sum under this Agreement (or any other agreement made between the Supplier and the Customer);
 - 15.1.2. the Customer commits a breach of any expressed or implied terms of this Agreement or related agreement by way of act or omission Supplier;

- 15.1.3. the Customer does anything which, in the reasonable opinion of the Supplier will or is likely to: (i) interfere with the use of the Premises by the Supplier or by others, (ii) cause any nuisance or annoyance to the Supplier or others, (iii) increase the Supplier's insurance premiums, (iv) cause loss or damage to the Supplier (including damage to reputation) or to the owner of any interest in the Premises or the building in which the Premises is located or (v) damage the goodwill and/or reputation of the Supplier.
- 15.1.4. any distress, execution or other legal process shall be levied on or against the Equipment or any part thereof or against any premises where the same may be against any of the Customer's goods or other property or the Customer shall permit any judgment against it to remain unsatisfied for seven days; or
- 15.1.5. the Customer, being an individual, dies, suffers an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a Statutory Demand or the presentation of a petition for a bankruptcy order; or similar or analogous order is made or proceedings commenced or action taken in any jurisdiction outside the United Kingdom in consequence of debt; or
- 15.1.6. the Customer, 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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.
- 15.2. The Supplier may terminate this Agreement at any time on seven days' written notice to the Customer, for any or no reason.
- 15.3. The Customer shall upon any termination under clauses 15 or 18 pay to the Supplier:
 - 15.3.1. all Charges and all other sums accrued due and unpaid at the date of termination, together with interest payable under clause 10.7.2;
 - 15.3.2. the cost of all repairs required as at the date of termination; and
 - 15.3.3. compensation for the loss suffered by the Supplier as a result of such termination, such loss being the remainder of the Charges or as otherwise determined by the Supplier; and
 - 15.3.4. any other sums which are or become due to the Supplier or to which the Supplier is or may be entitled by way of damages including any costs or expenses incurred by the Supplier in connection with the termination of the Agreement.
- 15.4. The termination or expiry of this Agreement shall not affect the rights or remedies of the Supplier or the liabilities of the Customer subsisting at the date of termination of this Agreement.
- 15.5. On termination or expiry of this Agreement, the Customer shall no longer be in possession of the Equipment with the Supplier's consent and shall (unless otherwise agreed with the Supplier) immediately return the Equipment to the Supplier at such address as the Supplier may direct in good working condition and at the Customer's expense and risk.
- 15.6. Without prejudice to any other right or remedy available to it, the Supplier or its authorised representatives may at any time after termination or expiry of the Agreement without notice retake possession of the Equipment and for such purpose may enter any premises belonging to or in the occupation or control of the Customer.
- 15.7. The Customer shall be responsible for and shall indemnify the Supplier in respect of all costs, charges and expenses incurred in locating and retaking possession of the Equipment.

16. Consequences of Termination

- 16.1. On termination of the Agreement for any reason:
 - 16.1.1. those clauses of the Agreement which expressly or by implication survive termination shall continue in full force and effect; and
 - 16.1.2. the Customer shall not be entitled to hold itself out as associated with the Supplier, the address of the Premises and/or Accommodation or any contact details owned by the Supplier.
- 16.2. The Customer covenants with the Supplier that for a period of six months after termination of the Agreement for any reason it will not employ or engage or otherwise endeavour to entice away from the Supplier any person employed or engaged by the Supplier and with whom the Customer dealt during the Hire Period or attempt any of the same.

17. Continuation Payment

- 17.1. The Customer shall continue to pay the Charges in respect of the Accommodation and the Equipment from the date of termination or expiry of the Agreement until:
- 17.1.1. such time as the Accommodation is vacated;
 - 17.1.2. such time as the Equipment is returned to the Supplier; and
 - 17.1.3. if the Accommodation or Equipment, in the reasonable opinion of the Supplier, requires repair, such time as the Accommodation or Equipment is repaired to a comparable standard to the standard it was as at Delivery Date.
- 17.2. The Charges due under clause 17.1 shall be calculated at the same daily rate as the Customer had paid prior to termination or expiry, in addition to any costs, liabilities, expenses, damages or other loss suffered by the Supplier in connection with the late return of the Equipment or the Equipment being returned in standard which required repair.
- 17.3. This clause shall not confer upon the Customer any right to the continued use or possession of the Equipment.
- 17.4. If the Customer does not promptly vacate the Accommodation, return the Equipment, or if either the Accommodation or Equipment requires repair before it can be used, the Customer shall pay to the Supplier:
- 17.4.1. any and all sums representing liability of the Supplier to third parties whose period of hire of the Accommodation and/or the Equipment has been affected by failure of the Customer to vacate the Accommodation, failure to return the Equipment and/or return the Equipment in good condition;
 - 17.4.2. any and all claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses) directly or indirectly occasioned to the Supplier as a result of the late occupation of the Accommodation return the Equipment and/or return the Equipment in good condition; and
 - 17.4.3. any costs and expenses incurred by the Supplier in recovering or repairing the Accommodation or Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

18. Force Majeure

- 18.1. Neither party shall be in breach of this Agreement nor liable for any 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.
- 18.2. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

19. Assignment

- 19.1. The Supplier may assign and sell its rights under this Agreement and its rights in and to the Equipment.
- 19.2. The Customer shall not sell, assign, charge or create any encumbrance, security interest or sub-lease over or otherwise dispose of or abandon the Equipment, nor allow the Equipment to become a fixture on any land or property.
- 19.3. The Customer may not assign or otherwise transfer its rights under this Agreement without the prior written consent of the Supplier.

20. Notice

- 20.1. Any notice given to a party under or in connection with this Agreement shall be in writing and be:
- 20.1.1. delivered by hand or by pre-paid first class post or other next working day delivery working service as the address as specified in the Order by the Supplier; or
 - 20.1.2. sent by email to the address specified in the Order.
- 20.2. Any notice shall be deemed to have been received if:
- 20.2.1. delivered by hand at the time the notice is left at the proper address; or

- 20.2.2. if sent by pre-paid first class post next working day delivery service, at 9:00am on the second Business Day after posting;
- 20.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 20.2.3, 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.

21. General

- 21.1. 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.
- 21.2. Where there are two or more parties to this Agreement that are the Customer their liability shall be joint and several.
- 21.3. In this Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.
- 21.4. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision in question shall not be affected thereby.
- 21.5. This Agreement shall be governed by English law. The Customer irrevocably submits to the exclusive jurisdiction of the English Courts.
- 21.6. The headings in these Terms are for convenience only and shall not affect interpretation.
- 21.7. No term of the Agreement are enforceable under the Contracts (Rights of Third Parties" Act 1999 by a person who is not a party to this Agreement.