

PALLETOWER (G.B.) LIMITED - TERMS AND CONDITIONS OF RENTAL

1.1. **DEFINITIONS** Target not found! DEFINITIONS " \ 1

1.2. In these Conditions, unless the context otherwise requires:

1.3. **"the Buyer"** the person, firm or company with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed or whose actions are ratified by such person, firm or company

1.3.1. **"the Company"** Palletower (G.B.) Limited (registered number: 00908180) and also (where the context so permits) its assigns and any sub-contractor for the said company

1.3.2. **"the Contract"** the agreement between the Buyer and the Company for the sale and purchase of the Goods formed in accordance with Condition 3 and consisting of the Acknowledgement (as defined in Condition 3.1), the Company's quotation for the sale or supply of the Goods and these Conditions and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed

1.3.3. **"Goods"** the articles or things or any of them or any part of them (whether new or used) described in the Contract

1.3.4. **"the Specification"** the technical description (if any) of the Goods contained or referred to in the Contract

1.3.5. All headings and use of reference only and shall not affect the construction or interpretation of the Contract.

1.3.6. Unless the context otherwise requires:

1.3.7. words in the singular shall include the plural and vice versa;

1.3.8. references to any gender shall include the others;

1.3.9. references to legal persons shall include natural persons and vice versa;

1.3.10. references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and

1.3.11. any words following the words "include", "includes", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

2. **GENERAL** Target not found! GENERAL " \ 1

2.1. These Conditions shall be deemed to be incorporated into the Contract to the exclusion of all other terms and conditions and all previous oral and written representations. In the case of any inconsistency with any order, letter or form of contract sent by the Hirer to the Company or any other communication between the Hirer and the Company whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a person duly authorised on behalf of the Company.

2.2. All samples, drawings, descriptive matter, the Specification and advertising issued by the Company (or the manufacturer of the Goods) and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

2.3. The Company may make any changes to the Specification, design, materials or finishes of the Goods which:

2.3.1. are required to conform with any applicable safety or other statutory or regulatory requirements; or

2.3.2. do not materially affect their quality or performance.

3. **ORDERS** Target not found! ORDERS " \ 1

3.1. Each order or acceptance of a quotation for the hire of Goods will be deemed to be an offer by the Hirer to hire Goods upon the following conditions:

3.1.1. the order is made in writing and accepted by the Company, by way of a written acknowledgment of order ("Acknowledgement"). No contract will come into existence until the Acknowledgement is issued by the Company.

3.2. Acceptance of delivery of the Goods will be deemed conclusive evidence of the Hirer's acceptance of these terms and conditions.

4. **HIRE CHARGES** Target not found! HIRE CHARGES " \ 1

4.1. Unless otherwise agreed by the Company in writing the hire charges payable by the Hirer for the hiring of the Goods ("Hire Charges") shall be calculated daily in accordance with the Hire Charges quoted by the Company.

4.2. Unless otherwise agreed by the Company in writing the Hire Charges payable under Condition 4.1 and any other sums payable by the Hirer shall be due in pounds sterling no later than 30 days from the date of any invoice submitted by the Company to the Hirer save that payment shall become due in any event immediately upon termination of the Contract. The time of all payments shall be of the essence.

4.3. If the Company has agreed in writing that the Hire Charges shall be payable by instalments or if the Hirer has agreed to take specified quantities of the Goods at specified times a default by the Hirer in the payment of any due instalment or the failure to give instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the Hire Charges to become due forthwith.

4.4. All payments of Hire Charges and other sums payable by the Hirer shall be:

4.4.1. made without any right of set-off or counterclaim and free and clear of all deductions or withholdings save as required by law; and

4.4.2. paid together with value added tax, if applicable, at the rate or rates for the time being in force at the date when payment is due.

4.5. The Hirer shall pay to the Company (after as well as before judgment) interest at the rate of 8% above the current base rate of The Bank of England for the time being on all sums due from the Hirer to the Company but unpaid until such outstanding amount has been received in cleared funds by the Company from the Hirer, as well as after before judgment.

4.6. The Company shall be entitled (in its absolute discretion) to withhold supply or delivery of any or all of the Goods until all payments under any contract between the Company and the Hirer have been received by the Company in full and unconditionally.

5. **CARRIAGE** Target not found! CARRIAGE " \ 1

5.1. Where the Goods are not being delivered ex works then unless otherwise agreed by the Company in writing or unless the Company is requested to and does quote Hire Charges expressly stated to be inclusive of delivery, the Hire Charges for the Goods are exclusive of carriage, packing and insurance to the Hirer's premises and accordingly unless the Hirer requests in writing that it or its carrier be allowed to collect the Goods (in which event the Company shall notify the Hirer of the location from which the Goods may be collected), the Company shall arrange for delivery of the Goods to the Hirer's premises and shall charge the Hirer for delivery in accordance with the Company's practice.

6. **ADDITIONAL COSTS** Target not found! ADDITIONAL COSTS " \ 1

6.1. The Hirer agrees to pay any loss or extra cost incurred by the Company through the Hirer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Hirer, its servants, agents or employees.

6.2. The Hirer shall indemnify the Company against all costs, claims, losses, expenses and damages incurred by the Company or for which it may be liable due to or arising out of any infringement or alleged infringement of patents, trade marks, copyright, design right or other intellectual property right occasioned by the manufacture, sale or hiring of the Goods if made to the specification or special requirements of the Hirer.

7. **DELIVERY** Target not found! DELIVERY " \ 1

7.1. Unless otherwise specified in the Acknowledgement, delivery of the Goods will be made ex works as defined in INCOTERMS 2000.

7.2. The Hirer will take delivery of the Goods during either the period stated in the Contract or (if not so stated) the period otherwise notified by the Company whether orally or in writing.

7.3. The Company will use reasonable endeavours to deliver each of the Hirer's orders for the Goods within the time period referred to in **Condition 7.1** and to do so at a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery during the specified period, the Company will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will the Company have any liability to the Hirer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) in any delay or failure to deliver or to deliver in accordance with the Company's practice.

7.4. Subject to Condition 7.3, the Company is not liable for non-delivery or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract unless the Hirer notifies the same in writing to the Company (and in the case of claims for non-delivery or damage where the Goods are not delivered ex works, with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods) within seven days of despatch or collection (as appropriate).

7.5. In the event of a valid claim for non-delivery, damage or non-compliance with the Contract the Company undertakes at its option either to repair or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, damage or non-compliance.

7.6. If the Hirer shall fail to give notice in accordance with **Condition 7.4** above the Goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Hirer it shall be bound to accept the Goods and to pay the Hire Charges and all other sums due from the Hirer under the Contract accordingly.

7.7. The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide, and any express provision as to instalments in the Contract shall be in addition to and not in derogation of this right.

8. **PERIOD OF HIRE** Target not found! PERIOD OF HIRE " \ 1

8.1. The hiring of the Goods shall commence on the date on which the Goods are collected (where the Goods are being delivered ex works) or the date on which the Goods are despatched (where the Company has agreed to arrange for delivery of the Goods to the Hirer's premises) and, subject to Conditions 8.3, 9, and 13.2, shall continue until:

8.1.1. the date on which the Goods are returned to the Company's Premises by the Hirer, (provided that the Company shall have received from the Hirer not less than one day's notice in writing of termination of hire prior to returning the Goods to the Company's Premises, for the avoidance of doubt an e-mail or facsimile copy being deemed to be notice in writing). The return of Goods will only be valid if accompanied by a copy of the Acknowledgement.

8.1.1.1. at the Company's Premises between the hours of 8.30 am and 4.30 pm Monday - Thursday and 8.30 am to 4.00 pm on Fridays; and

8.1.1.2. provided that the Goods are accompanied by a comprehensive delivery note bearing the Company's works order number. Goods returned without a delivery note will be deemed to remain on hire unless the Hirer or Hirer's carrier obtains a receipt signed by a duly authorised officer of the Company.

8.1.2. the date on which the Hirer makes the Goods available for collection by the Company (provided that the Company shall have received not less than three days' notice in writing, of termination of hire, identifying the premises from which the Goods may be collected and specifying the date on which the Goods will be available for collection and for the avoidance of doubt an e-mail or facsimile copy being deemed to be notice in writing). In the event that the Hirer terminates the hiring of the Goods pursuant to this Condition 8.1.2, the Hirer shall be liable for the collection of the Goods and for carriage, packing and insurance to the Company's Premises in accordance with the Company's usual practice.

8.2. In the case of Goods being despatched by the Company for delivery to the Hirer by instalments or if the Company has allowed the Hirer to collect the Goods in the case of Goods being collected by the Hirer by instalments, the hiring of Goods delivered in each instalment shall commence on the date of despatch or collection of such instalment as the case may be.

8.3. If the Company shall have agreed in writing to the Hirer that the hiring of the Goods shall continue for a minimum period of hire then the hiring of the Goods shall not be capable of termination by notice to the Company from the Hirer prior to the expiration of the minimum period of hire agreed by the Company. After the expiration of the minimum period of hire, the hiring of the Goods shall continue, subject to Conditions 9 and 13.2, until terminated by the Hirer pursuant to Condition 8.1.

9. **TERMINATION** Target not found! TERMINATION " \ 1

9.1. **COMMITTS** a material breach of the Contract which is not capable of being remedied; or

9.1.2. commits a material breach of the Contract which is capable of being remedied but which the Hirer fails to remedy within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the Company, the Company may terminate the Contract immediately by giving written notice to that effect to the Hirer.

9.2. The Company may terminate the Contract immediately by giving written notice to that effect to the Hirer if:

9.2.1. the Hirer becomes Insolvent;

9.2.2. the premises where the Goods are kept or any other premises of the Hirer or any other goods on such premises are the subject of distress or execution; or

9.2.3. the Hirer shall do anything or omit to do anything which in the opinion of the Company may prejudice the Company's rights of ownership in the Goods.

9.3. The termination of the Contract however arising is without prejudice to the rights, duties and liabilities of either the Hirer or the Company accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

9.4. The Company will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under Condition 9.1.2, until either the breach is remedied or the Contract terminates, whichever occurs first.

9.5. If the Company is unable to meet its obligations under the Contract, the Hirer shall be entitled to suspend the hiring of the Goods pursuant to Condition 13.2) the Company's consent to the Hirer's possession of the Goods shall be deemed to have been revoked and the Hirer shall return the Goods to the Company's Premises and shall pay to the Company:

9.5.1. all arrears of Hire Charges;

9.5.2. if the Company shall have agreed in writing with the Hirer that the hiring of the Goods shall continue for a minimum period of hire, all Hire Charges due to the Company under the Contract up to the date of the Company's consent to the Hirer's possession of the Goods would have fallen due prior to the end of the minimum period of hire;

9.5.3. all other sums due from the Hirer to the Company under the Contract;

9.5.4. in the event that the Hirer fails to return the Goods all costs incurred by the Company in collecting the Goods and for carriage packing and insurance to the Company's Premises in accordance with the Company's usual practice;

9.5.5. all losses incurred by the Company from the termination or cancellation.

9.6. In this Condition 9 "Insolvent" has the following meaning:

9.6.1. in the case of the Hirer being a company or limited liability partnership where:

9.6.1.1. it has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up or a court makes a winding up order in respect of it or it enters into any composition or arrangement with creditors or it ceases to carry on business; or it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.6.1.2. it has any dividend, execution or other process levied or enforced on any of its property;

9.6.1.3. it ceases to trade or appears in the reasonable opinion of the Company likely or is threatening to cease to trade;

9.6.1.4. it has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or

9.6.1.5. the equivalent of any of the above occurs to the Hirer in another jurisdiction to which the Hirer is subject.

9.6.2. in the case of the Hirer being a partnership where it:

9.6.2.1. proposes to make or is subject to a partnership voluntary arrangement or composition with its creditors generally, or makes an application to a court of competent jurisdiction for protection from its creditors generally;

9.6.2.2. has partners all of whom jointly present bankruptcy petitions as contemplated by Article 11 Insolvency Partnerships Order 1994;

9.6.2.3. is subject to an order by a court of competent jurisdiction for its winding up;

9.6.2.4. enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by a person filed at any court;

9.6.2.5. has a receiver appointed over any of its assets or income;

9.6.2.6. is unable to pay its debts within the meaning of sections 267 and 268 Insolvency Act 1986; or

9.6.2.7. is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.

9.6.3. in the case of the Hirer being an individual where he has a receiver appointed or a court makes a bankruptcy order in respect of him or enters into any composition or arrangement with creditors or ceases to carry on business or any steps or actions are taken in connection with any of these procedures.

10. **OWNERSHIP AND COMPANY'S OBLIGATIONS** Target not found! OWNERSHIP AND COMPANY'S OBLIGATIONS " \ 1

10.1. The Goods shall at all times remain in the ownership of the Company and the Hirer will have no rights in the Goods other than as mere bailee.

11. **LIMITATION OF LIABILITY** Target not found! LIMITATION OF LIABILITY " \ 1

11.1. Except as set out in **Condition 11.2**, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise, which, but for such exclusion, would or might subsist in favour of the Hirer.

11.2. The Company does not exclude or limit its liability (if any) to the Hirer for:

11.2.1. breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

11.2.2. personal injury or death resulting from the Company's negligence;

11.2.3. fraud or fraudulent misrepresentation; or

11.2.4. any other matter for which it would be illegal for the Company to exclude or limit or attempt to exclude or limit its liability.

11.3. Subject to **Conditions 11.2 and 11.4** the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract or any failure to perform or delay in performing the Contract shall be limited to and in no circumstances shall exceed the Hire Charges in respect of the Goods.

11.4. Subject to Condition 11.2 the Company shall not be liable to the Hirer in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any loss of profit, loss of business, loss of revenue, loss of goodwill, loss of contract or loss of anticipated savings, or for any indirect or consequential loss or damage, whatsoever and howsoever caused.

12. **HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE TO THE GOODS** Target not found! HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE TO THE GOODS " \ 1

12.1. From the commencement of the hiring of the Goods in accordance with Condition 8.1, the Goods shall be at the Hirer's risk (including, without limitation, for loss or damage caused by the Company's negligence) and the Hirer shall be solely responsible for their satisfactory custody and maintenance.

12.2. The Hirer shall be liable to pay the Company for any loss of or damage to the Goods or any part of them from whatever cause the same may arise and whether due to the Hirer's negligence or otherwise.

13. **INSURANCE OF THE GOODS** Target not found! INSURANCE OF THE GOODS " \ 1

13.1. The Hirer shall take out and keep in force at all times during the period in which the Hirer is in possession of the Goods a contract of fire, theft, burglary, fire, theft, burglary and other risks covering the full replacement value of the Goods against all risks. The interest of the Company in the Goods shall be noted on the policy and, in the event of loss or damage to the Goods policy monies shall be payable directly to the Company, the Hirer authorising the Company to give a good and valid receipt in respect of such policy monies accordingly.

13.2. If the Goods shall be a total loss, the Hirer shall on demand pay to the Company an amount equal to the aggregate of all arrears of Hire Charges and other sums payable by the Hirer to the Company under the Contract and thereupon the hiring constituted by the Contract shall terminate.

13.3. In the event of a partial loss of or damage to the Goods the hiring constituted by the Contract shall not terminate. In these circumstances, the Company shall have a right to cancel the Contract or shall at its option but at the Hirer's expense reinstate, repair or replace the Goods as soon as reasonably practicable and upon payment by the Hirer for such reinstatement, repair or replacement of the net amount of any insurance monies received by the Company less any arrears of Hire Charges then due to the Company and any other sums due from the Hirer under the Contract.

14. **HIRER'S OBLIGATIONS** Target not found! HIRER'S OBLIGATIONS " \ 1

14.1. The Hirer agrees that:

14.1.1. it will ensure that the Goods are properly maintained and kept in good order and condition at all times. The Hirer shall not repair or endeavour to repair the Goods but shall notify the Company of any damage or loss to the Goods which may occur for any reason whatsoever;

14.1.2. it will ensure that any instructions or manuals supplied by the Company or any manufacturer or supplier for use of the Goods are or will prior to the Goods being brought into use be fully considered and will be observed by the Hirer and any person who will be responsible for the use of the same;

14.1.3. it will take all such steps as may be properly recommended by the Company or any manufacturer or supplier or may otherwise be necessary to ensure that the Goods will be safe and without risk to health and safety when properly used by the Hirer;

14.1.4. it will comply with all statutes and other obligations of all kinds in relation to the Goods and the use thereof;

14.1.5. it will not make or cause or permit to be made any alteration amendment modification or addition to the Goods without the Company's prior written consent in writing. Any alteration or modification of whatsoever kind shall be to and become the property of the Company and part of the Goods.

14.1.6. it will permit the Company and any persons duly authorised by the Company to have access to and to enter on any land or premises in which the Goods are for the time being sited so as to inspect and/or repair the Goods or (after termination of the Contract for any reason) to retake possession of the Goods;

14.1.7. it will not sell or offer for sale assign mortgage pledge sublet or lend out the Goods or allow the Goods to be used by any person other than the Hirer or its servants, agents or employees, or to be used for any purpose other than that for which the Goods were intended and will keep the Goods in its own possession legal and physical control and prevent the creation of any charge or lien thereon; and

14.1.8. it will not allow the Goods to become a fixture on any land or property.

14.2. The Hirer expressly further warrants and represents to the Company that:

14.2.1. the Hirer has entered into the Contract in the course of and for the purpose of the business or profession carried on by the Hirer and that the Hirer is accordingly not to be treated as a 'consumer' within the meaning of section 12 of the Unfair Contract Terms Act 1977; and

14.2.2. the Hirer has and will have full power authority and right and has taken or will take all corporate and other action necessary to enter into and carry out its obligations under the Contract.

14.3. During the continuance of the hiring of the Goods the Hirer shall take all reasonable steps to keep itself acquainted with the condition of the Goods and to ensure that the Goods are used in accordance with the Contract.

14.4. If the Goods are used when in an unsafe or unsatisfactory condition the Hirer shall be solely responsible for any damage loss or accidents whether directly or indirectly arising therefrom including damage and loss occurring to the Goods themselves.

14.5. The Hirer's right to possession of the Goods will terminate immediately if any of the circumstances set out in Condition 9 occur.

14.6. A copy of the Company's Safety Instructions in connection with the use of the Goods will be supplied with the Acknowledgement. The Hirer shall ensure that the net amount of any insurance monies received by the Company less any arrears of Hire Charges read and understood, those Safety Instructions in full before utilising the Goods. The Hirer will provide extra copies of the Safety Instructions or assist with telephone enquiries regarding safety, should the Hirer so wish.

15. **INDEMNITY** Target not found! INDEMNITY " \ 1

15.1. The Hirer agrees to indemnify the Company and to keep the Company fully and effectually indemnified from and against all claims (including but not limited to, claims, damages, direct, indirect or consequential losses, costs (on a full indemnity basis), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and expenses which the Company incurs or suffers in connection with or arising out of the use of the Goods after delivery except to the extent that the Company is liable to the Hirer in accordance with these Conditions.

16. **INTELLECTUAL PROPERTY RIGHTS** Target not found! INTELLECTUAL PROPERTY RIGHTS " \ 1

16.1. All intellectual property rights in the Goods and raw materials or other things owned by or licensed to the Company and no right or licence is granted to the Hirer in respect of the intellectual property rights of the Company. The Hirer shall not without consent in writing of a Director of the Company make copies of any drawing supplied by the Company nor otherwise utilise any of the Company's intellectual property rights.

17. **FORCE MAJEURE** Target not found! FORCE MAJEURE " \ 1

17.1. The Company will be deemed not to be in breach of the Contract or otherwise liable to the Hirer for any failure or delay in performance of its obligations under the Contract, if such failure or delay is due to acts of God, war, strikes or industrial disputes (whether of the Company's workforce or of any third party), protests, fire, tempest, flood, explosion, terrorism or threat of terrorism, and national emergencies, a reduction in or unavailability of power at the manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply or any event beyond the reasonable control of the Company ("Force Majeure") and the Company will be entitled to delay or cancel delivery of the Goods to the Hirer and to reduce the amount of any insurance monies received by the Company less any arrears of Hire Charges.

17.2. If the Force Majeure continues for more than three months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

18. **WAIVER** Target not found! WAIVER " \ 1

18.1. No failure or delay in performance on the part of the Company in enforcing these Conditions shall prejudice the strict rights of the Company hereunder nor be construed as a waiver thereof.

19. **SEVERABILITY** Target not found! SEVERABILITY " \ 1

19.1. If at any time one or more of these Conditions or any part thereof become invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining Conditions or part thereof shall not in any way be affected or impaired thereby.

20. **MISCELLANEOUS** Target not found! MISCELLANEOUS " \ 1

20.1. Each right or remedy of the Company under any Contract is without prejudice to any other right or remedy of the Company under this or any other Contract.

20.2. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract but this will not affect any other provisions of the Contract which will remain in full force and effect.

20.3. No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

20.4. The Contract (including the Specification (if any)) contains all the terms which the Company and the Hirer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Hirer acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Company which is not set out in the Contract or Specification. Nothing in this Condition 20.4 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

21. **NOTICES** Target not found! NOTICES " \ 1

21.1. Unless otherwise stated in these Conditions, any notice given in connection with the Contract must be in writing and may be delivered by hand or sent by pre-paid first class or special delivery post or sent by facsimile transmission or e-mail to the Company or the Hirer, as the case may be, at its address, e-mail address or facsimile number stated in the Acknowledgement or to either party's registered office.

21.2. Notices shall be deemed to have been received:

21.2.1. if sent by hand, on the day of posting;

21.2.2. if sent by facsimile transmission, at the time of confirmation of completion of transmission by way of a transmission report; and

21.2.3. if sent by e-mail, at the time of sending provided that no automatic electronic notification informing the sender that the e-mail has been received or that the recipient of the message is out of office is received by the sender within 24 hours after sending the e-mail, provided that, where in the case of delivery by hand or transmission by facsimile or e-mail such delivery or transmission occurs after 4.00 pm on any day other than a Saturday or Sunday or a public or bank holiday in England ("Business Day"), service will be deemed to occur at 9.00 am on the next following Business Day.

21.3. Notices addressed to the Company shall be marked for the attention of the Managing Director.

21.4. Service by facsimile and e-mail is a valid means of service only where service of the original notice, demand or communication is not required.

21.5. For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

22. **APPLICATION OF MONIES** Target not found! APPLICATION OF MONIES " \ 1

22.1. If any sum is paid or received in respect of the Hire Charges under these Conditions is less than the amount then due, the Company may apply such sum towards the Hire Charges, interest, fees or any other amount due hereunder in such proportions and in such order and generally in such manner as the Company thinks fit.

23. **ASSIGNMENT BY COMPANY**

23.1. The Company may sell, assign or charge the Goods or its rights in the Goods, the Contract or its rights thereunder to any person.

23.2. The Company may assign, delegate, license, hold on trust or sub-contract, grant security over or assign by way of security all or any part of its rights or obligations under the Contract.

24. **GOVERNING LAW**
These Conditions shall be governed by and construed in accordance with the Laws of England. Both the Company and the Hirer submit to the exclusive jurisdiction of the English Courts.