

**EQUIPMENT HIRE TERMS AND CONDITIONS**  
**STILLER WAREHOUSING & DISTRIBUTION LTD.**  
**MAY 2020**

**1 INTERPRETATION**

**1.1 Definitions**

**Agreement:** the agreement between the Owner and the Hirer for the hire of the Equipment in accordance with the Contract Details and the Terms.

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

**Commencement Date:** as set out in the Contract Details.

**Delivery:** the transfer of physical possession of the Equipment to the Hirer.

**Delivery Site:** as set out in the Contract Details.

**Equipment:** as set out in the Contract Details.

**Rental Payments:** the weekly or monthly rate for the hire of the Equipment, as set out in the Contract Details.

**Rental Period:** the period of hire as set out in clause 3.

**Term:** as set out in the Contract Details.

**Terms:** these terms and conditions

**Total Loss:** the Equipment is, in the Lessor's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

**2 EQUIPMENT HIRE**

2.1 The Owner shall hire the Equipment to the Hirer subject to the terms and conditions of the Agreement.

2.2 The Owner shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Equipment.

2.3 These Terms apply to the Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**3 RENTAL PERIOD**

The Rental Period starts on the Commencement Date and shall continue for the Term, unless this Agreement is terminated earlier in accordance with its terms.

**4 RENTAL PAYMENTS**

4.1 In consideration of the hire of the Equipment, the Hirer shall pay to the Owner the Rental Payments in accordance with this clause 4.

- 4.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 4.3 The Owner shall submit invoices for the Rental Payments plus VAT if applicable to the Hirer in accordance with the Contract Details.
- 4.4 The Hirer shall pay each invoice due and submitted to it by the Owner within 30 days of receipt, to a bank account nominated in writing by the Owner.
- 4.5 If the Hirer fails to make a payment due to the Owner under this Agreement by the due date, then, without limiting the Owner's remedies under clause 11, the Hirer shall pay interest at the rate of 4% above the Bank of England's base rate from time to time on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 4.6 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 DELIVERY AND COLLECTION**

- 5.1 Clauses 5.2 to 5.5 shall apply if the Owner is responsible for the delivery of the Equipment and clause 5.6 to 5.8 shall apply if the Hirer is responsible for the collection of the Equipment.
- 5.2 The Owner shall use all reasonable endeavours to effect Delivery of the Equipment to the Delivery Site on the Commencement Date and risk shall transfer in accordance with clause 6 of this Agreement.
- 5.3 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.4 To facilitate Delivery, the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.
- 5.5 In the event that the Owner is unable to effect Delivery of the Equipment on the Commencement Date due to the act or omission of the Hirer:
- 5.5.1 the Rental Payments shall continue to be payable from the Commencement Date notwithstanding that the Hirer has failed to accept delivery of the Equipment; and
- 5.5.2 the Owner shall have no liability to the Hirer should there be a delay in making the Equipment available for re-delivery or collection on any other day other than the Commencement Date.
- 5.6 The Owner shall make the Equipment available to collect by the Hirer during normal business hours on the Commencement Date.
- 5.7 The Hirer shall collect the Equipment from the Owner during normal business hours on the Commencement Date and risk shall transfer in accordance with clause 6 of this Agreement.

- 5.8 In the event that the Hirer fails to collect the Equipment from the Owner on the Commencement Date:
- 5.8.1 the Rental Payments shall continue to be payable from the Commencement Date notwithstanding that the Hirer has failed to collect the Equipment; and
  - 5.8.2 the Owner shall have no liability to the Hirer should there be a delay in making the Equipment available for collection on any other day other than the Commencement Date.

## **6 TITLE, RISK AND INSURANCE**

- 6.1 The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer ("**Risk Period**") until such time as the Equipment is returned to or collected by the Owner in accordance with clause 11.
- 6.3 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 6.4 The Hirer shall not admit any liability or compromise any claim relating to the Equipment without the written consent of the Owner.
- 6.5 The Hirer shall cooperate with and provide all such assistance as required by the Owner in the event of any claim under any insurance policy (whether held by the Owner or the Hirer) in respect of the Equipment.
- 6.6 Where the Hirer is responsible for insurance, clauses 6.7 to 6.10 shall apply.
- 6.7 During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- 6.7.1 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 Owner may from time to time nominate in writing;
  - 6.7.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner 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
  - 6.7.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 6.8 All insurance policies procured by the Hirer shall be endorsed to provide the Owner with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

- 6.9 If the Hirer fails to effect or maintain any of the insurances required under this Agreement, the Owner 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 Hirer.
- 6.10 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.
- 6.11 Where insurance for loss or damage to the Equipment is included within the Rental Payments, clauses 6.12 to 6.13 shall apply.
- 6.12 The Hirer shall not do anything or permit to do anything which could invalidate the Owner's insurance.
- 6.13 In the event that the Owner is required to make a claim under any policy of insurance in relation to loss and/or damage to any Equipment sustained whilst during the Risk Period, the Hirer shall be liable to pay an amount equal to any excess on any insurance policy paid by the Owner.

## **7 HIRER'S RESPONSIBILITIES**

- 7.1 The Hirer shall during the term of this Agreement:
- 7.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a skilful and proper manner in accordance with any operating instructions by trained competent staff who hold all licences qualifications necessary for the operation of the Equipment in accordance with all relevant regulations;
  - 7.1.2 take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - 7.1.3 ensure that the Equipment remains safe, serviceable and clean;
  - 7.1.4 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - 7.1.5 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Owner unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Owner immediately upon installation;
  - 7.1.6 keep the Owner fully informed of all material matters relating to the Equipment, including immediately notifying the Owner of any breakdown or unsatisfactory working of the Equipment;
  - 7.1.7 at all times keep the Equipment in the possession or control of the Hirer and keep the Owner informed of its location;

- 7.1.8 permit the Owner or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 7.1.9 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Owner, together with such additional information as the Owner may reasonably require;
  - 7.1.10 not, without the prior written consent of the Owner, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - 7.1.11 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - 7.1.12 not use the Equipment for any unlawful purpose;
  - 7.1.13 ensure that at all times the Equipment remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
  - 7.1.14 deliver up the Equipment at the end of the Rental Period or on earlier termination of this Agreement at such address as the Owner requires, or if necessary allow the Owner or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and
  - 7.1.15 not do or permit to be done anything which could invalidate the insurances (whether in the name of the Hirer or the Owner) referred to in clause 6;
  - 7.1.16 if responsible for making payment of vehicle tax and road fund licence, procure that vehicle tax and road fund licences are paid in full and on time.
- 7.2 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this Agreement.

## **8 SERVICING AND MAINTENANCE**

- 8.1 The Hirer shall:
- 8.1.1 notify the Owner immediately of any breakdown or unsatisfactory working of the Equipment;
  - 8.1.2 under no circumstances repair the Equipment, unless authorised by the Owner; and
  - 8.1.3 upon becoming aware of a problem with the Equipment, at the request of the Owner return the Equipment to the Owner's premises for examination, maintenance and/or servicing.
- 8.2 In the event that the Equipment is required to be serviced or maintained during the Rental Period, the Owner shall provide at least 5 Business Days written notice to the Hirer of the need for service or maintenance and the date upon which the Owner shall collect the Equipment.

- 8.3 Upon receipt of the notice in accordance with clause 8.2, the Hirer shall make the Equipment available to the Owner for collection on the date specified in the notice.
- 8.4 Upon completion of such service or maintenance, the Owner shall notify the Hirer that the servicing or maintenance has been completed and shall arrange for delivery of the Equipment to the Hirer at the Hirer's cost.
- 8.5 For the avoidance of doubt, no Rental Payments shall be due for the period from when the Equipment has been returned to the Owner for servicing or maintenance until the Equipment has been returned to the Hirer in accordance with clause 8.4.

## **9 WARRANTY**

- 9.1 The Owner warrants that the Equipment shall substantially conform to its specification (as made available by the Owner), be of satisfactory quality and fit for any purpose held out by the Owner. The Owner shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within six (6) months from Delivery, provided that:
- 9.1.1 the Hirer notifies the Owner of any defect in writing within five (5) Business Days of the defect occurring or of becoming aware of the defect;
  - 9.1.2 the Owner is permitted to make a full examination of the alleged defect;
  - 9.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner's authorised personnel;
  - 9.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and
  - 9.1.5 the defect is directly attributable to defective material, workmanship or design.
- 9.2 If the Owner fails to remedy any material defect in the Equipment in accordance with clause 9.1, the Owner shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement.

## **10 LIABILITY**

- 10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Subject to clause 10.3, the Owner's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the total Rental Payments actually paid by the Hirer to the Owner under the Agreement.
- 10.3 Nothing in this Agreement limits any liability which cannot legally be limited including but not limited to liability for:
- 10.3.1 death or personal injury caused by negligence;
  - 10.3.2 fraud or fraudulent misrepresentation.

- 10.4 This Agreement sets forth the full extent of the Owner's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 10.5 Subject to clause 10.3, neither party shall be liable under this Agreement for any:
- 10.5.1 loss of profit
  - 10.5.2 loss of revenue
  - 10.5.3 loss of business; or
  - 10.5.4 indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

## **11 RETURN OF THE EQUIPMENT**

- 11.1 Clauses 11.2 to 11.3 shall apply where the Owner is responsible for collecting the Equipment at the end of the Rental Period, and allow
- 11.2 At the end of the Rental Period, the Hirer shall:
- 11.2.1 make the Equipment available for collection by the Owner, who shall arrange for collection of the Equipment; and
  - 11.2.2 ensure that the Equipment is in the same condition as it was at the start of the Rental Period (fair wear and tear excepted).
- 11.3 If the Owner is unable to collect the Equipment as arranged:
- 11.3.1 the Hirer shall be responsible for all additional costs and expenses incurred by the Owner; and
  - 11.3.2 the Hirer shall be responsible for any additional Rental Payments for the period from the date of failed collection of the Equipment until the date the Equipment is collected by the Owner (such date not to be unreasonably delayed).
- 11.4 Clause 11.5 to 11.6 shall apply where the Hirer is responsible for returning the Equipment at the end of the Rental Period.
- 11.5 The Hirer shall:
- 11.5.1 ensure that the Equipment is returned to the Owner on the final day of the Rental Period;
  - 11.5.2 ensure that the Equipment is returned to the Owner in the same condition as it was at the start of the Rental Period; and
  - 11.5.3 be responsible for all costs and expenses in returning the Equipment.
- 11.6 If the Hirer is unable to return the Equipment to the Owner in accordance with this clause 11, it shall:
- 11.6.1 notify the Owner who shall arrange to collect the Equipment (in which case clauses 11.2 to 11.3 shall apply);

- 11.6.2 be responsible for all additional costs and charges incurred by the Owner, including any additional Rental Payments for the period from the end of the Rental Period until the date the Equipment is collected by the Owner (such date not to be unreasonably delayed).

## **12 TERMINATION**

- 12.1 Without affecting any other right or remedy available to it, the Owner may terminate this Agreement with immediate effect by giving notice to the Hirer if:
- 12.1.1 the Hirer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
  - 12.1.2 the Hirer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
  - 12.1.3 the Hirer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 12.1.4 the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
  - 12.1.5 the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
  - 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);
  - 12.1.8 the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 12.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
  - 12.1.10 the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;
  - 12.1.11 a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;



- 12.1.12 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.4 to clause 12.1.11 (inclusive);
- 12.1.13 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 12.1.14 the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

12.2 For the purposes of clause 12.1.2, **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 the Owner would otherwise derive from:

- 12.2.1 a substantial portion of this Agreement; or
- 12.2.2 any of the obligations set out in clause 7,

over 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.

12.3 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

### 13 CONSEQUENCES OF TERMINATION

13.1 Upon termination of this Agreement, however caused:

13.1.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and

13.1.2 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:

13.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5;

13.1.2.2 any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

13.2 Upon termination of this Agreement pursuant to clause 12.1, any other repudiation of this Agreement by the Hirer which is accepted by the Owner or pursuant to clause 12.3, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Rental Payments 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, less a discount for accelerated payment as determined by the Owner.

13.3 The sums payable pursuant to clause 13.2 shall be agreed compensation for the Owner's loss and shall be payable in addition to the sums payable pursuant to clause 13.1.2.

13.4 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.

#### **14 GENERAL**

14.1 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 result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 5 days' written notice to the affected party.

14.2 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the Owner's prior written consent.

14.3 The Owner may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.

14.4 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.

14.5 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in 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.

14.6 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.7 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.

14.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.8 shall not affect the validity and enforceability of the rest of this Agreement.

14.9 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.

- 14.10 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be 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).
- 14.11 Any notice or communication shall be deemed to have been received:
- 14.11.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - 14.11.2 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 at the time recorded by the delivery service.
- 14.12 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.13 A notice given under this Agreement is not valid if sent by email.
- 14.14 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.
- 14.15 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. 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.