

DYNACAM LIMITED

TERMS AND CONDITIONS

1. DEFINITIONS

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

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

Daily Rate: the Daily Hire Rate quoted on Page One of this Agreement is charged on a Monday to Sunday basis.

Collection: the transfer of physical possession of the Equipment to the Lessee at the Lessor's Site.

Commencement Date: the date that the Lessee takes Collection of the Equipment.

Equipment: the items listed on page 1 of this agreement under 'Vehicle & Equipment Detail' all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it. Payment Schedule: Page 1 sets out the sums payable under this agreement and all are exclusive of VAT."

Public Highways: routes over which the public at large can pass and repass as frequently as they wish, without hinderance and without charge.

Rental Payments: the payments made by or on behalf of Lessee for hire of the Equipment.

Rental Period: the period of Rent runs from the date of Collection or Delivery to the date of collection or when the unit is back in the possession of the Lessee unless a Return Date is agreed on Page 1 is open ended but see Clause 2.4

Site: The Lessor's premises at White House Farm, Saxted Road, Dennington, Suffolk, IP13 8AW.

Total Loss: Due to the Lessee's default the Equipment is, in the Lessor's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax chargeable under the Value Added Tax Act 1994 *

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person Includes a living person. Corporate or unincorporated body (whether having separate legal personality or not).

1.4 The Schedules form part of this agreement and shall have effect as if set out in the full body of this agreement and any reference to this agreement includes the schedules.

1.5 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference all the other genders.

1.8 A reference to the statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made at the date of this agreement under that statute or statutory provision.

1.10 A reference to writing or written includes e-mail.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

1.13 Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. VEHICLE & SURVEY EQUIPMENT HIRE

2.1 The Lessor shall hire the Vehicle & Survey Equipment to the Lessee subject to the terms and conditions of this agreement.

2.2 The Lessor shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Lessee's quiet possession of the Vehicle & Survey Equipment.

2.3 The Lessor reserves the right to make a charge for any mileage in excess of 700 per week and has the right to at any time to replace the Vehicle & or Survey Equipment with similar Equipment.

2.4 The minimum rental period is seven days, and this will be charged if the Vehicle & Survey Equipment is returned before seven days have elapsed.

2.5 If the Vehicle hired is deemed to require the operator to maintain it under Operators license, then the Lessee will be responsible for ensuring it is correctly covered under their own Licence.

3. ACCEPTANCES OF ORDER AND PROVISION OF EQUIPMENT

3.1 The Lessee's order to hire the Vehicle & Survey Equipment is an offer to enter into contract with the Lessor in accordance with terms and conditions in this agreement. The Lessor's acknowledgement of receipt of the Lessee's order does not constitute acceptance of the Lessee's order in any way.

3.2 The Contract shall be deemed to have been activated by the signature of the Hirer or his/their representative together with the signature of the Lessors authorised representative on Page 1 of this Agreement.

3.3 The Lessor reserves the right to refuse to rent the Vehicle & Survey Equipment if, upon the Lessee's collection of the Equipment, in the Lessor's exclusive opinion, the Lessor considers the Lessee is unfit to use the Equipment or the Lessee does not meet the requirements set out in clause 4 of this agreement.

3.4 The Lessor, at its entire discretion, may:

(a) terminate the contract Immediately according to clause 10 of this agreement; or

(b) if the Lessee is a company or a partnership, release the Equipment to another authorised representative of the Lessee. In this event, it is the Lessee's responsibility to arrange a duly authorised representative to collect the Vehicle & Survey Equipment to satisfy clause 3.3 and clause 4 of this agreement.

4. INSURANCE, ID AND DRIVING LICENCE REQUIREMENTS

4.1 Prior to Collection of the Vehicle & Survey Equipment, the Lessee or (if a company or a partnership) an authorised representative of the Lessee must provide the Lessor with originals of the following documents:

(a) A valid Fully Comprehensive Insurance Certificate covering both the Vehicle & Survey Equipment, allowing the Lessee and/or its employees or representatives to drive the vehicle being hired. (see also Clause 7 of this Agreement).

(b) Two forms of identification to authenticate the company/individual signing for the vehicle from the following list:

- Company Letterhead
- Company Utility Bill
- Photo Driving Licence

4.2 The Lessor will provide the Lessee with the value of the Vehicle & Survey Equipment so that the Lessee can arrange sufficient cover through their own insurers.

4.3 Over and above any insurance arrangements made by the Lessee, the Lessor reserves the right to refuse to rent the Vehicle & Survey Equipment and terminate any agreement immediately according to clause 10 in any one of the following circumstances.

(a) the Lessee or (if a company or a partnership) its authorised representatives have or receives endorsement for dangerous driving whilst drunk or on drugs, theft or unauthorised taking of vehicles.

(b) the Lessee or (if a company or a partnership) its authorised representatives have or receives a disqualification for 12 months or more, also if he has more than 6 current points on his driving licence (minor Offences only); or

(c) if any of the following endorsements appear on the Lessee or (if a company or partnership) its authorised representative's driving licences: AC, BA, CD, DD, DR, UT and TT (within 5 years of the offence).

It is the responsibility of the Lessee to declare to the Lessor at the onset of the Rental Period that all drivers comply with all elements of the clause and during the hire, keep the Lessor informed of any changes.

5. RENTAL PAYMENTS

5.1 The quoted Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.

5.2 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).

5.3 If the Lessee fails to make any payment due to the Lessor under this agreement by the due date for payment, then, without limiting the Lessor's remedies under clause 10, then the Lessee shall become liable to pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Lessee shall pay the interest together with the overdue amount.

6. COLLECTION AND RETURN OF VEHICLE AND SURVEY EQUIPMENT

6.1 It is the Lessee's responsibility to arrange Collection of the Equipment on the agreed date from the Lessor's Site between Business Hours. Title and risk shall transfer in accordance with clause 7 of this agreement.

6.2 The Lessee or (if a company or a partnership) a duly authorised representative of the Lessee shall be present at the Collection of the Equipment. The Lessee or Its authorised representative should notify the Lessor of any defect of the Equipment within 3 hours of Collection. Failure to do so by the Lessee or its authorised representative shall constitute conclusive evidence that the Lessee has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose of which it is intended.

6.3 The vehicle must be returned with no less fuel than it was delivered with, if the vehicle is returned with not enough fuel a charge of £1.85 per litre ex VAT will apply. The vehicle and all equipment within it must be returned clean and free from any hazardous material, such as sewage or chemicals. Failure to return equipment in the manner will result in a cleaning charge at a minimum rate of £350 excluding VAT.

6.4 Where requested by the Lessee the Lessor shall, at the Lessee's expense deliver the Vehicle & Survey Equipment, either to the Lessor's Site or at the Lessee's premises. The Lessee or (if a company or a partnership) a duly authorised representative of the Lessee shall be present when the Vehicle & Survey Equipment are delivered. Acceptance by the Lessee or their representative on delivery shall constitute conclusive evidence that the Lessee has examined the Vehicle & Survey Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intends. The Lessee's duly authorised representative shall sign a receipt confirming such acceptance.

6.5 It is the Lessee's responsibility to return the Vehicle & Survey Equipment to the Lessor's Site during Business hours on the Last Business Day of the Rental Period. Should the Lessee request, then the Lessor will make arrangements, at the Lessee's expense to collect the Vehicle & Survey Equipment from the Lessee's premises.

6.6 Whenever the Vehicle & Survey Equipment is returned, the Lessee or (if a company or partnership) its duly authorised representative must complete and sign a post rental inspection sheet. The Lessor is entitled undertake a full independent inspection of the Equipment at the Lessee or its representative presence prior accepting the return of the Equipment.

7. TITLE, RISK AND INSURANCE

7.1 The Vehicle & Survey Equipment shall at all times remain the property of the Lessor, and the Lessee 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).

7.2 The risk of loss, theft, damage or destruction of the Vehicle & Survey Equipment shall pass to the Lessee on Collection/delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee (Risk Period) until such time as the Equipment is returned to the Lessor.

7.3 During the Rental Period and the Risk Period. the Lessee shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Vehicle & Survey 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 Lessor may from time to time nominate in writing.

(b) insurance for such amounts as the Lessor reasonably requires to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment and

(c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee.

7.4 The Lessee must obtain the Lessor's written approval of the amount of insurance cover, type of insurance policy (i.e. risks which the policy covers) and choice of insurer prior to entering into any insurance agreement(s) in relation to the Equipment. Once approved, the Lessee is not allowed to change any terms and conditions of the insurance policies.

7.5 The Lessor reserves the right to request the insurer(s) to record the name of the owner of the Equipment. Once such request is made to the relevant insurer(s), the Lessee shall take best endeavours to facilitate the materialization of the request(s).

7.6 All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least twenty (20) Business Day's prior written notice or cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Equipment. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies.

7.7 In the event of any loss, accident or damage to the Equipment or a third-party claim arising out of or in connection with the Lessee's possession or use of the Equipment:

(a) the Lessee shall give immediate written notice to the Lessor; and

(b) The Lessor reserves the right to negotiate with the insurer regarding the feasibility of repairing the Equipment and the amount of compensation/damages due to the Lessor. In the event that the insurance the Lessee arranged fails to cover part of or full of the Lessor's losses, the Lessee is fully responsible for settling the full claim and paying any outstanding costs.

7.8 If the Lessee fails to effect or maintain any of the insurances required under this agreement, the Lessor 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 Lessee.

7.10 In the event that the Lessee fails to comply with clause 7.9. the Lessor reserves the right to refuse to release the Equipment and to terminate the agreement with immediate effect pursuant to clause 10 of this agreement.

8. LESSEE'S RESPONSIBILITIES

8.1 The Lessee shall, during the term of this agreement:

(a) ensure that the Vehicle & Survey Equipment is used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff (where applicable, with a valid driving licence) in accordance with any operating instruction provided by the Lessor;

(b) take such steps (including compliance with all safety and usage instructions provided by the Lessor) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set; used. cleaned or maintained by a person at work.

(c) maintain at its own expense the Vehicle & Survey 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 damaged and lost parts, and shall make good any damage to the Equipment:

(d) As a part of Clause 8.1 (c) the Lessee will specifically be liable for the misuse of the Crawler systems, cable and associated ancillary equipment, as well as being responsible for the repair of all ,however caused.

(e) be responsible for any costs in relation to congestion charges, parking fines or other penalties incurred during the Rental Period. Should the Lessor incur any losses due to the Lessee's failure to comply with clause 9.1(d), the Lessor reserves the right to make reasonable charges for its time incurred plus an administration fee.

(f) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment 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 Lessor immediately upon installation.

(g) keep the Lessor fully informed of all material matters relating to the Equipment by writing.

(h) at all times keep the Equipment in the possession or control of the Lessee.

(i) permit the Lessor or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Lessee's premises or any premises at which the Equipment may be located and shall grant reasonable access and facilities for such inspection.

(j) maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Lessor, together with such additional information as the Lessor may reasonably require.

(k) not 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.

(y) not attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Lessor against all losses, costs or expenses incurred as a result of such affixation or removal;

(m) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Lessor in the Equipment and, where the Equipment has become affixed to any land or building, the Lessee must take all necessary steps to ensure that the Lessor may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Lessor of any rights such person may have or acquire in the Equipment and a right for the Lessor to enter onto such land or building to remove the Equipment;

(n) not suffer or permit the Vehicle & Survey 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 Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(o) not drive off Public Highways without prior written consent from the Lessor.

- (p) not use the Equipment for any unlawful or immoral purpose.
- (q) ensure that at all times the Equipment remains identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment.
- (r) deliver up the Equipment at the end of the Hire Period or on earlier termination of this agreement at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (s) not do or permit to be done anything which could invalidate the insurances referred to in clause 7 of this agreement.

8.2 In the event of an accident occurs in connexion with the Equipment, the Lessee must:

- (a) inform the Lessor immediately by calling its offices during Business hours. If the incident happens outside the Lessor's Business Hours, please leave a voice message:
- (b) where applicable, obtain the vehicle registration number of any third party involved, any third-party insurance details, and the names and addresses of all individuals involved, including witness(es); and
- (c) ensure the Vehicle & Survey Equipment is secure and inform the police immediately if any person is injured or there is a dispute over liability.

8.3 In the event that the Vehicle & Survey Equipment breaks down, the Lessee must inform the Lessor immediately by calling its offices/emergency contact (s).

8.4 In the event that the Equipment is damaged or stolen by a party other than the Lessee or its authorised representative. the Lessee must inform the Lessor immediately by calling its offices during Business Hours. If the damage or theft happens outside our Business Hours. please leave a voice message. If the Lessee's insurer does not cover the damage, Loss or theft in connection with the Equipment, the Lessee shall be liable for any Losses the Lessor incurs as a consequence of damage, loss or theft.

8.5 the Lessee acknowledges that the Lessor 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 Lessee or its officers, employees, agents and contractors, and the Lessee undertakes to indemnify the Lessor 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 Lessee to comply with the terms of this agreement.

9. WARRANTY

9.1 The Lessor warrants that the Equipment shall substantially conform to its specification (as made available by the Lessor), be of satisfactory quality and fit for any purpose held out by the Lessor.

9.2 The Lessor shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period, provided that:

- (a) the Lessee notifies the Lessor of any defect in writing (e-mail) within two (2) Business Days of the defect occurring.
- (b) the Lessor is permitted to make full examination of the alleged defect.

(c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling, wilful or accidental damage, unauthorised modifications or additions, or unauthorised manipulation by any person other than the Lessor's authorised personnel.

(d) the defect did not materialise as a result of a failure to comply with the Lessor's instructions by any person other than the Lessor's authorised personnel.

(e) the defect did not arise out of any unforeseeable circumstances.

(f) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Lessee or on its behalf; and

(g) the defect is directly attributable to defective material, workmanship or design.

9.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Lessor, the Lessee shall be entitled only to such warranty or the benefit as the Lessor has received from the manufacturer.

9.4 If the Lessor fails to remedy any material defect in the Equipment in accordance with clause 10.2, the Lessor shall, at the Lessee'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 Rental Period.

9.5 Without prejudice to clause 10.6, the Lessor's maximum aggregate liability for breach of this agreement (including any liability for the acts or omission of its employees, agents and sub-contractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed an amount equal to two times the Rental Payments.

9.6 Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence.
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

9.7 Without prejudice to clause 10.6, the Lessor shall not be liable to the Lessee under this agreement for any:

- (a) loss of profit.
- (b) loss of revenue.
- (c) loss of business; or
- (d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

9.8 This agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring to the Lessee. 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 Lessor 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. TERMINATION

10.1 Without affecting any other right or remedy available to it, the Lessor may terminate this agreement with immediate effect by giving notice to the Lessee if:

(a) the Lessee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) Business Days after being notified to make such payment.

(b) the Lessee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) falls to remedy that breach within a period of thirty (30) Business Days after being notified to do so.

(c) The Lessee 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.

(d) the Lessee 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 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 26B of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(e) The Lessee 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:

(f) 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 Lessee (being a company).

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Lessee (being a company).

(h) the holder of a qualifying floating charge over the assets of the Lessee (being a company) has become entitled to appoint or has appointed an administrative receiver.

(i) a person becomes entitled to appoint a receiver over the assets of the Lessee or a receiver is appointed over the assets of the Lessee.

(j) the Lessee (being an individual) is the subject of a bankruptcy petition or order.

(k) a creditor or encumbrancer of the Lessee 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 Lessee's assets and such attachment or process is not discharged within 14 days.

(l) any event occurs, or proceeding is taken, with respect to the Lessee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(d) to Clause 10.1(k) (inclusive).

(m) the Lessee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(n) the Lessee (being an individual or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.2 For the purposes of clause 10.1(b), 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 Lessor would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clauses 4, 6, 7, 8 and 9 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.

10.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

11. CONSEQUENCES OF TERMINATION

11.1 Upon termination of this agreement, however caused:

(a) the Lessor's consent to the Lessee's possession of the Equipment shall terminate and the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment and for this purpose may enter the Lessee's premises or any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:

(i) all Rental Payment and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.3.

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

11.2 Upon termination of this agreement pursuant to clause 10.1, any other repudiation of this agreement by the Lessee which is accepted by the Lessor or pursuant to clause 10.3, without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor 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.

11.3 The sums payable pursuant to clause 11.2 shall be agreed compensation for the Lessor's loss and shall be payable in addition to the sums payable pursuant to clause 11.1(b).

11.4 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.

12. INDEMNITY

12.1 In the event that the Lessee breaches any clause of this agreement, and the Lessor decides not to terminate this agreement pursuant to clause 11, the Lessee shall indemnify the Lessor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by the Lessor arising out of or in connection with any of the Lessee's failure to comply with this agreement.

13. FORCE MAJEURE

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 two (2) weeks, the party not affected may terminate this agreement by giving five (5) days' written notice to the affected party.

14. CONFIDENTIAL INFORMATION

14.1 Each party undertakes that it shall not at any time and for a period of five (5) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, client or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under 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 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

15. ASSIGNMENT AND OTHER DEALINGS

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

16. ENTIRE AGREEMENT

16.1 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.

16.2 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.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

17. VARIATION

17.1 The Lessor reserves the right to change any terms and conditions within this agreement at any time without notice. It is exclusively the Lessee's responsibility to regularly review the Agreement prior to entering into a contract with the Lessor.

17.2 Once this agreement becomes effective, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. COMPLAINTS

Should the Lessee decide to raise a complaint, the Lessee shall call the Lessor by close of business or the next Business Day between its Business Hours or write to the Lessor at White House Farm, Dennington, Suffolk, IP13 8AW or email the Lessor a hire@dynacam.co.uk

19. NO PARTNERSHIP OR AGENCY

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

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

20. FUTURE ASSURANCE

At its own expense, each party shall use all reasonable endeavours to procure promptly, execute and deliver such documents and perform such as acts may reasonably be required for the purpose of giving full effect to this agreement.

21. COUNTERPARTS

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

22. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

23. NOTICES

23.1 Any notice or communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its main email address.

23.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt.
- (b) 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).
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

23.3 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. For the purposes of this clause, "writing" shall not include e-mail.

24. WAIVER

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.

25. RIGHTS AND REMEDIES

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.

26. SEVERANCE

26.1 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 or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or its subject matter of formation (including non-contractual disputes or claims).