

**Subsurface Measurement Technology Ltd  
Equipment Hire T&Cs**

**Terms and Conditions**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE  
SUBMITTING YOUR ORDER TO US. THE HIRER'S ATTENTION IS  
PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 7.**

**1. Equipment hire**

- 1.1 From time-to-time, the Hirer shall contact SMT with requirements for the hire of Equipment. Upon receipt of such requirements, SMT shall confirm whether it can provide the relevant Equipment.
- 1.2 Where SMT is able to provide the Equipment, SMT shall hire the Equipment to the Hirer for use at the Sites] subject to the terms and conditions of this Contract.
- 1.3 These terms and conditions apply to this Contract 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. The Hirer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document of the Hirer.
- 1.4 Any samples, drawings, descriptive matter or advertising produced by SMT and any descriptions or illustrations contained in SMT's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment referred to in them. They shall not form part of the agreement nor have any contractual force.
- 1.5 The order constitutes an offer by the Customer to lease the Equipment in accordance with these terms and conditions. The Hirer is responsible for ensuring that the terms of the order and any applicable specification are complete and accurate.
- 1.6 The order shall only be deemed to be accepted when SMT issues a written acceptance of the order, at which point the agreement shall come into existence.
- 1.7 A quotation for the Equipment given by SMT shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.
- 1.8 SMT shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment.

**2. Rental Payments and Deposit**

- 2.1 In consideration of the Hire of the Equipment, the Hirer shall pay the Deposit and the Rental Payments to SMT in accordance with this condition 2. The Hirer shall continue to make all Rental Payments for the duration of the Hire Period and until all of its obligations under this Contract have been met in full.
- 2.2 SMT will invoice the Hirer as specified in the Contract Details. In the absence of any such provisions in the Contract Details, the Hirer shall pay invoices within 30 days of the date of the invoice.
- 2.3 Time for payments by the Hirer shall be of the essence. Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay SMT any sum due under this Contract on the due date then the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 2.4 Hire contracts which span across multiple billing periods will be invoiced at the end of the first billing month and each month end following until the contract is terminated, at which point a final invoice will be raised.
- 2.5 All sums payable to SMT under this Contract:
  - (a) are exclusive of VAT and the Hirer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

- (b) 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).
- 2.6 SMT may increase the Rental Payments on an annual basis with effect from each anniversary of the Rental Start Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Rental Start Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 2.7 Where SMT requires payment of the Deposit:
  - (a) the Deposit is a deposit against default by the Hirer of payment of any Rental Payments or any loss of or damage caused to the Equipment; and
  - (b) if the Hirer fails to make any Rental Payments in accordance with the agreement or causes any loss or damage to the Equipment (in whole or in part), SMT shall be entitled to wholly or partially apply any Deposit it holds against such default, loss or damage. The Hirer shall pay to SMT any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable promptly following the end of the Hire Period or else applied, on agreement of the parties, against any outstanding Rental Payments due.
- 3. Delivery / Collection**
- 3.1 The Equipment shall be delivered or made available for the Hirer to collect as specified in the Contract Details.
- 3.2 SMT shall use all reasonable endeavours to effect Delivery (whether by way of SMT delivering the Equipment to the Handover Location or, where the Hirer is collecting the Equipment, by making the Equipment available for collection by the Hirer) by the Delivery Date but the parties acknowledge that any time estimate for delivery is approximate and SMT shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Equipment. Risk shall transfer in accordance with condition 4 of this Contract.
- 3.3 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery (whether this is made by way of SMT delivering the Equipment to the Handover Location or the Hirer collecting the Equipment) 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 (save as regards any latent defects not reasonably apparent on inspection). If required by SMT, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- 3.4 To facilitate Delivery, the Hirer (in the case of delivery of the Equipment by SMT to the Site) or SMT (in the case of collection of the Equipment by 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.
- 3.5 If the Hirer fails to accept delivery of the Equipment on the Delivery Date or, where the Hirer is collecting the Equipment, to collect the Equipment on the Delivery Date, then, except where such failure is caused by SMT's failure to comply with its obligations under this Contract:
  - (a) the Equipment shall be deemed to have been delivered at 9.00 am on the Delivery Date; and
  - (b) SMT shall store the Equipment until delivery takes place and charge the Hirer for all related costs and expenses (including insurance).

**Subsurface Measurement Technology Ltd**  
**Equipment Hire T&Cs**

- 3.6 Where SMT has agreed to install the Equipment at a Site, SMT shall at the Hirer's expense install the Equipment at the Site. The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the installation of the Equipment. Acceptance by such representative of installation 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 (save as regards any latent defects not reasonably apparent on inspection). If required by SMT, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- 3.7 Where it becomes apparent that, following Delivery, the Equipment is defective, SMT shall arrange for the relevant Equipment to be replaced by Equipment which is free from the relevant defects provided that:
- (a) the Hirer shall notify SMT of any defect in writing as soon as reasonably practicable following the defect occurring or the Hirer becoming aware of the defect;
  - (b) SMT is permitted to make a full examination of the alleged defect;
  - (c) the replacement shall be free of charge as long as the defect did not arise out of any of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than SMT's authorised personnel;
  - (d) 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
  - (e) the defect is directly attributable to defective material, workmanship or design.
- 4. Title, risk and insurance**
- 4.1 The Equipment shall at all times remain the property of SMT, 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 Contract).
- 4.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery (whether this is made by way of SMT delivering the Equipment to the Handover Location or the Hirer collecting the Equipment from the Handover Location). The Equipment shall remain at the sole risk of the Hirer during the Hire 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 redelivered to SMT or collected by SMT (as agreed between the parties) and SMT has completed its visual inspection checklist. During the Hire Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- (a) 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 SMT may from time to time nominate in writing;
  - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as SMT 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
  - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as SMT may from time to time consider reasonably necessary and advise to the Hirer in writing.
- 4.3 Where reasonably required by SMT, the insurance policies procured by the Hirer shall be endorsed to provide SMT with prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall, on SMT's request, name SMT 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.
- 4.4 The Hirer shall, at all times, comply with the terms and conditions of such insurance and give immediate written notice to SMT 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. The Hirer hereby irrevocably appoints SMT as the Hirer's agent for the purpose of receiving all monies payable under the insurance and for giving a good discharge for such monies. To the extent that any insurance monies received are by the Hirer under any policy, such monies shall be held on trust for SMT.
- 4.5 If the Hirer fails to effect or maintain any of the insurances required under this Contract, SMT 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.
- 4.6 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to SMT and proof of premium payment to SMT to confirm the insurance arrangements.
- 4.7 The Hirer shall notify SMT of:
- (a) any breakdown, loss, damage or maintenance of the Equipment however caused and any accident resulting in death, personal injury or damage to property by phone call within 24 hours; and
  - (b) any major damage rendering the Equipment unusable in writing and by phone within 48 hours.
- The Hirer shall not repair the Equipment nor make any alterations to the Equipment without SMT's prior consent in writing. The Hirer shall not continue to use the Equipment where it has been damaged without the prior written consent of SMT.
- 4.8 The Hirer shall be solely responsible for and shall indemnify SMT to the extent that it is not reimbursed by insurance monies in respect of all loss or damage to the Equipment however caused, whether or not such loss or damage results from any tortious act including negligence and/or breach of the agreement by the Hirer, their agents or employees or any other person(s) whatsoever, occurring at any time before physical possession of the Equipment is retaken by SMT, fair wear and tear only excepted.
- 4.9 SMT may, at any time during the Hire Period, repossess any Equipment and replace that Equipment with equipment fulfilling the same technical functions as the Equipment originally hired by the Hirer and these terms and conditions shall apply to the provision of such replacement Equipment.
- 5. Hirer's responsibilities**
- 5.1 The Hirer shall during the Hire Period and the Risk Period:
- (a) comply with all applicable laws and regulations;
  - (b) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements communicated by SMT to the Hirer from time to time, used only for the purposes for which it is designed, and operated in a proper manner by trained, qualified and competent staff in accordance with any operating instructions;
  - (c) take such steps (including compliance with all safety and usage instructions provided by SMT) 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;
  - (d) take such steps as may be properly recommended by the manufacturer of the Equipment or by SMT or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer;
  - (e) 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 Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - (f) make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of SMT and subject to any conditions SMT may impose. Title and property in any

**Subsurface Measurement Technology Ltd  
Equipment Hire T&Cs**

- substitutions, replacements, renewals made in or to the Equipment shall vest in SMT immediately on installation. This includes not defacing or removing any labels from and / or interfering with the Equipment, its working mechanisms or any other parts;
- (g) keep SMT fully informed of all material matters relating to the Equipment;
- (h) notify SMT of any change of the Hirer's address;
- (i) at all times keep the Equipment in the possession or control of the Hirer and keep SMT informed of its location, including not removing the equipment from the United Kingdom without SMT's prior written consent;
- (j) permit SMT or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (k) maintain operating and maintenance records of the Equipment and make copies of such records readily available to SMT, together with such additional information as SMT may reasonably require;
- (l) not, without the prior written consent of SMT, 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;
- (m) not without the prior written consent of SMT, 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 Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify SMT against all losses, costs or expenses incurred as a result of such affixation or removal;
- (n) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of SMT in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that SMT may enter such land or building and recover the Equipment both during the Hire Period 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 SMT of any rights such person may have or acquire in the Equipment and a right for SMT to enter onto such land or building to remove the Equipment;
- (o) 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 SMT and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify SMT on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (p) not use the Equipment for any unlawful purpose;
- (q) if the Equipment requires fuel, oil, electricity or similar, ensure that the proper type is used and the Equipment is properly installed by a qualified and competent person;
- (r) ensure that at all times the Equipment remains identifiable as being SMT's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (s) take adequate and proper measures to protect the Equipment from theft, damage and other risks;
- (t) deliver up the Equipment at the end of the Hire Period at such address as SMT requires, or if necessary allow SMT or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (u) not do or permit to be done anything which could invalidate the insurances referred to in condition 3.
- 5.2 The Hirer acknowledges that SMT 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 shall indemnify SMT in full against all liabilities, costs, expenses, damages and losses (including 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 other professional costs and expenses) suffered or incurred by SMT arising out of, or in connection with any failure by the Hirer to comply with the terms of this Contract.
- 5.3 The Hirer shall be responsible for the conduct and cost of any testing examinations and / or checks in relation to the Equipment required by the applicable laws, best practice and operating instructions, unless if SMT agrees otherwise.
- 5.4 In the event that there is a Total Loss or the Equipment is lost or stolen, the Hirer shall pay SMT:
- (a) the Rental Payment for the Equipment up to and including the date that the Hirer notifies SMT of such circumstances;
- (b) from the date of notification until the replacement of such Equipment, liquidated damages of two-thirds of the Rental Payment that would have been payable for the remainder of the Hire Period, as a genuine pre-estimate of the lost charges profit; and
- (c) the replacement cost of the Equipment less the amount paid to SMT under any policy or insurance.
- 5.5 SMT shall use reasonable endeavours to purchase replacement equipment as soon as reasonably practicable using the monies paid by the Hirer.
- 6. Warranty**
- 6.1 Insofar as the Equipment benefits from any manufacturer warranty, the Hirer shall be entitled only to such warranty or other benefit as SMT has received from the manufacturer.
- 6.2 The Hirer shall ensure that the Equipment is serviced in accordance with the manufacturer's recommendations and also ensure that any warranty provided is not breached.
- 6.3 All other warranties are to the fullest extent permitted by law excluded from the agreement.
- 7. Limitation of liability**
- 7.1 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in this Contract limits any liability which cannot legally be limited including liability for:
- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 7 of the Supply of Goods and Services Act; or
- (d) any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 7.3 Subject to condition 7.2, SMT shall have no liability to the Hirer for any business losses (including loss of profit, loss of business, business interruption or loss of business opportunity) or any indirect or consequential losses.
- 7.4 Subject to clause 7.2 and 7.3, SMT's total aggregate liability to the Hirer under this Contract shall not exceed a sum equal to 100% of the Rental Payments paid or payable by the Hirer pursuant to this Contract during the Hire Period.

**Subsurface Measurement Technology Ltd  
Equipment Hire T&Cs**

- 7.5 Subject to clause 7.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this Contract are, to the fullest extent permitted by law, excluded from this Contract.
- 8. Termination**
- 8.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - (b) the other party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of [30] days after being notified in writing to do so;
  - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (d) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the agreement is in jeopardy.
- 8.2 This Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 9. Consequences of termination or expiry**
- 9.1 On expiry or termination of this Contract, however caused:
- (a) SMT's consent to the Hirer's possession of the Equipment shall terminate;
  - (b) Where agreed between the parties, the Hirer shall deliver the Equipment to SMT at the time, date and location reasonably designated by SMT.
  - (c) SMT may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (d) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to SMT on demand:
    - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to condition 2;
    - (ii) any costs and expenses incurred by SMT in recovering the Equipment or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs); and
  - (e) SMT shall, subject to the remainder of this Contract (and in particular condition 9.4), return the Deposit.
- 9.2 On expiry or termination of this Contract, the Hirer must:
- (a) return (or make available for collection by SMT) the Equipment in good working order and condition (fair wear and tear excepted), together with all insurance policies, licences, registration and other relevant documents;
  - (b) pay SMT, on demand:
    - (i) a sum equal to any amount(s) incurred by SMT to reinstate the Equipment to its condition prior to the Delivery Date in respect of any loss, damage or destruction by fire, theft or accident in relation to the Equipment during the Hire Period and the Risk Period; and
    - (ii) SMT's costs and expenses for cleaning the Equipment.
- 9.3 On termination of this Contract pursuant to condition 8.1, any other repudiation of this Contract by the Hirer which is accepted by SMT or pursuant to clause 8.2, without prejudice to any other rights or remedies of SMT, the Hirer shall pay to SMT on demand a sum equal to either:
- (a) where hire of the Equipment is for a fixed Hire Period, 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 Hire Period;
  - (b) where hire of the Equipment is not subject to a fixed Hire Period (for example because the original Hire Period has expired), a sum equal to one week's Rental Payments.
- 9.4 The sums payable pursuant to clause 9.1(e) shall be agreed compensation for SMT's loss and shall be payable in addition to the sums payable pursuant to clause 9.1(d). Such sums may be partly or wholly recovered from any Deposit.
- 9.5 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 9.6 Termination or expiry of this Contract 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.
- 10. Force majeure**
- SMT shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances SMT shall be entitled to a reasonable extension of the time for performing such obligations.
- 11. Confidential information**
- 11.1 Each party undertakes that it shall not at any time during this Contract and for a period of two years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients 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 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 11; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 12. Assignment and other dealings**
- 12.1 SMT may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the agreement.
- 12.2 The Hirer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the agreement without the prior written consent of SMT.
- 13. Entire agreement**
- 13.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

**Subsurface Measurement Technology Ltd  
Equipment Hire T&Cs**

- assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each party acknowledges that in entering into this Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
14. **Variation**  
No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
15. **No partnership or agency**  
15.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
16. **Third party rights**  
Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract and each party confirms it is acting on its own behalf and not for the benefit of any other person
17. **Notices**  
(a) Any notice to be given under this Contract shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant party as confirmed in the Contract Details or such other address as that party may from time to time notify to the other party.
- 17.2 Any notice shall be deemed to have been received:  
(a) if delivered by hand, at the time the notice is left at the proper address;  
(b) if sent by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; or  
(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this condition 17.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.3 This condition 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.
18. **Waiver**  
No failure or delay by a party to exercise any right or remedy provided under this Contract 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.
19. **Rights and remedies**  
Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
20. **Severance**  
20.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.  
20.2 If any provision or part-provision of this Contract is deemed deleted under Condition 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
21. **Governing law & Jurisdiction**  
This Contract 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 and 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 Contract or its subject matter or formation.
22. **Interpretation**  
22.1 The following definitions and rules of interpretation apply in this Contract.  
**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.  
**Delivery:** the transfer of physical possession of the Equipment to the Hirer whether at the Site (where SMT is responsible for delivery of the Equipment) or at SMT's premises (where the Hirer is collecting the Equipment).  
**Deposit:** the deposit amount set out in the Contract Details.  
**Equipment:** the items of equipment listed in the Contract Details, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.  
**Handover Location:** the place at where it is agreed that the Hirer will take possession of the Equipment and Delivery will be effected as specified in the Contract Details.  
**Hire Period:** the period of hire as set out in the Contract Details.  
**Rental Payments:** the payments made by or on behalf of Hirer for hire of the Equipment, as set out in the Contract Details.  
**Risk Period:** the period during which the Equipment is at the sole of the risk of the Hirer as set out in clause 4.2.  
**Site(s):** the Hirer's premises or locations at which the Hirer is permitted to use the Equipment within the UK.  
**Total Loss:** the Equipment is, in SMT's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.  
**VAT:** value added tax chargeable in the UK.
- 22.2 Condition and paragraph headings shall not affect the interpretation of this Contract.
- 22.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having SMT's legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 22.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 22.5 Unless the context otherwise requires:  
(a) words in the singular shall include the plural and, in the plural, shall include the singular.  
(b) a reference to one gender shall include a reference to the other genders.
- 22.6 A reference to:  
(a) legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.  
(b) legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.  
(c) writing or written includes email.  
(d) this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document, in each case as varied from time to time.  
(e) a condition is to a condition of this Contract.
- 22.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 22.8 Any words following the terms **including, include, in particular, 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.