



RENTAL AGREEMENT

PARTIES:

(1) **Insert Name AND Blu Dot Technologies Limited** (Registered number **NI647180**) whose registered office is at Unit A16 Kilcronagh Business Park, Cookstown, Co. Tyrone, United Kingdom, BT80 9HJ (Owner) ; and

(2) HIRER (Hirer)

Name	
Company Number	
Registered Office	
Mailing Address (if Different)	

AGREED TERMS:

1. This agreement (Agreement) incorporates the commercial terms (Commercial Terms) set out in Schedule 1 of this Agreement, the general terms (General Terms) set out in Schedule 2 of this Agreement and the Sales Order & Installation Confirmation (SOIC) issued by the Owner to the Hirer and set out in Schedule 3 of this Agreement.
2. In the event of conflict or ambiguity, the SOIC takes precedence over the Commercial Terms and the General Terms, and the Commercial Terms take precedence over the General Terms, and this Agreement takes precedence over any other document not specifically incorporated herein.
3. The parties acknowledge that they have read and understood this Agreement and are not entering into this Agreement on the basis of any representation(s) not expressly set forth in it.
4. The Hirer is entering into this Agreement wholly or predominantly for the purposes of a business carried on (or intended to be carried on) by the Hirer. The Hirer understands that it will not have the benefit of the protection and remedies that would be available to it under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 (together, the Acts) if this Agreement was a regulated agreement under the Acts. The Hirer is aware that if it is in any doubt as to the consequences of this Agreement not being regulated under the Acts, then it should seek independent legal advice.
5. Unless the context otherwise requires, the definitions set out in this Agreement shall apply throughout this Agreement.

AGREED AND ACCEPTED:

For and on behalf of Owner by:

For and on behalf of Hirer by:

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

SGHEDULE 1 — COMMERCIAL TERMS

Commencement Date:	means the date that the Owner completes installation of the Deliverables
Consumables:	means the consumables set out in the SOIC
Data:	means all information generated by the use of any of the Deliverables at the Installation Site(s)
Deliverables:	means the Hardware and Software, and all substitutions, replacements or renewals of any of the foregoing and all related accessories, manuals and instructions provided or made available by or on behalf of the Owner or its licensor(s) in relation to any of the foregoing
Delivery:	means the transfer of physical possession of the Deliverables to the Hirer at the Installation Site(s)
Hardware:	means the hardware set out in the SOIC
Installation site(s):	means the Hirer's premises at
Payment Schedule:	Means payment of each Rental Payment on the tenth day of each calendar month in advance by direct debit

Rental Payments:	means the payments made by or on behalf of the Hirer for hire of the Deliverables, being
Rental Period:	means the period of hire, being 24 months from the Commencement Date (unless the Hirer ceases to trade at any of the Installation Sites, in which case, the Rental Period in respect of that Installation Site and immediately)
Services:	means the services set out below in these Commercial Terms
Software:	Means the software set out in the SOIC
Support Hours:	<p>means:</p> <ul style="list-style-type: none"> • Monday - Friday: 7.30 — 20.00; • Saturday. 9.00 — 17.00; and • Outside of the above hours, Sunday and bank and public holiday s in Northern Ireland: out-of-hours emergency service (only) • The owner reserves the right to modify support hours. <p>The hirer will be given one month notice of any changes to the hours of support</p>
Support Services.	<p>support and maintenance, by means of telephone and email (only) during the Support Hours set out below, for the Hirer's use and operation of the Deliverables, such Support Services to include:</p> <ul style="list-style-type: none"> • problem investigation and resolution of Hardware faults; • problem investigation and resolution of Software faults; and • maintenance releases, Software updates and patches as they become available and where applicable (any and all changes, improvements, revisions or updates to the Software provided or made available pursuant to the Support Services being deemed to be subject to the licence terms set out in the General terms) <p>but exclude:</p> <ul style="list-style-type: none"> • replacement or additional Consumables or other consumables; • issues arising outside normal wear and tear, including by way of example only, spillage, drop, damage due to burglary, hacking, viruses, and bespoke software development
Total Loss:	means the Deliverables (or any of them) are, in the Owner's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated

SCHEDULE 2 - GENERAL TERMS

1.0 INTERPRETATION

1.1 The following rules of interpretation apply in this Agreement:

- (a) Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement

- (b) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- (d) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (g) A reference to a statute or statutory provision is a reference to it as amended, extended or re enacted from time to time.
- (h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- (i) A reference to writing or written includes fax and email.
- (j) Any obligation on a party not to do something includes an obligation not to allow that (thing to be done).
- (k) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
References to schedules are to the schedules of this Agreement or Service Contract (as applicable); references to clauses are to clauses of the relevant schedule.
- (l) 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.
- (m)

2.0 SCOPE

2.1 During the Rental Period, the Owner shall:

- (a) hire the Deliverables to the Hirer solely and exclusively for use in the course of the Hirer's business for the Installation Site(s) (only); and
- (b) supply the Support Services to the Hirer in relation to its use of the Deliverables.
in each case subject to the terms and conditions of this Agreement.

3.0 HARDWARE

3.1 The Owner shall deliver, or procure the delivery, to the Hirer of agreed items of Hardware.

3.2 The Owner shall install the items of Hardware at the Installation Site(s) in accordance with such delivery dates or work programme as notified by the Owner to the Hirer.

4.0 SOFTWARE

4.1 The Owner shall licence the Software to the Hirer under the licence terms set out at clause 9.

4.2 If the Owner provides passwords or user names (or similar) for use with the Software, the Hirer must treat such information as confidential and not release such information to any third party without the Owner's prior written permission. The Hirer shall inform the Owner of any such unauthorised disclosure. The Owner has the right to disable any user password or similar, and access to the Software, at any time, if in the Owner's reasonable opinion the Hirer fails to comply with any of the terms of this Agreement. The Hirer shall use passwords on all Hardware running the Software, particularly on any mobile items. The Hirer shall keep any passwords confidential and change them regularly.

4.3 The Hirer warrants that it and its employees are trained and competent to use the Software and have full authority to use the Software and to input information into it. The Hirer remains responsible for ensuring that all persons using the Software on its behalf are aware of and comply with the terms of use set out in this Agreement or notified by the Owner to the Hirer from time to time.

4.4 The Hirer shall be responsible for the inputting or safekeeping (as the case may be) of any data, figures, passwords or other information of any nature entered onto the Software. If the Owner releases reports or other information to a party who uses the correct data, passwords or other information, the Owner shall be under no liability whatsoever for such release unless it can be shown that the Owner, or the third-party supplier, was negligent in disclosing such information. The burden of proving such negligence shall rest with the Hirer.

- 4.5 The Hirer shall not misuse the Software by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Hirer shall not download or install software from external sources without prior authorisation from the Owner. The Hirer must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to the Hardware without prior authorisation from the Owner.

5.0 SUPPORT SERVICES

5.1 The Owner shall supply the Support Services to the Hirer.

5.2 The Support Services shall not include support and maintenance in respect of any errors, faults or issues arising out of the following:

- (a) misuse, incorrect use of or damage to the Hardware or the Software from whatever cause (other than any act or omission by the Owner), including failure or fluctuation of electrical power; or
- (b) failure by the Hirer to maintain any necessary environmental conditions for use of the Hardware or the Software; or
- (c) use of the Hardware or the Software in combination with any equipment or software not provided by the Owner, or any fault in any such equipment or software, or
- (d) relocation of the Hardware or the Software by any person other than the Owner or a person acting under the Owner's instructions, or
- (e) any breach of the Hirer's obligations under this Agreement; or
- (f) any modification to the Hardware or the Software not authorised in advance by the Owner; or
- (f) user or operator error.

5.3 The Hirer shall pay to the Owner, monthly in arrears, all costs (at the Owner's then prevailing rates) and reasonable expenses incurred by the Owner for work carried out by the Owner in connection with either: any error, fault or issue which is excluded from or not covered by the Support Services; providing on-site support as part of the Support Services; or for repair or replacement of the Hardware (or any part thereof)

6.0 HIRER'S OBLIGATIONS

6.1 The Hirer shall at all times

- (a) use the Hardware and Software in the course of the Hirer's business (only);
- (b) permit the Owner or its authorised agents access to the Hardware, the Software and the Data in order to inspect and carry out its obligations under this Agreement, and comply with any instruction from the Owner which is required to ensure that the Owner complies with its obligation(s) to any third-party supplier;
- (c) use the Hardware and Software at the Installation Site(s) only and not move or allow the Hardware to be moved from any of the Installation Site(s);
- (d) take all reasonable steps to secure, preserve and protect the Hardware, Software and the Data from damage neglect or loss;
- (e) not sell, assign, let, pledge, mortgage, charge, part with possession of or otherwise deal with the Hardware or any interest therein or create or allow to be created any lien on the Hardware whether for, repair or otherwise;
- (f) at the Hirer's own expense, the Hirer shall provide all cabling and other equipment needed for the installation of the Hardware at the Installation Site(s);
- (g) at the Hirer's expense, maintain the Hardware and all equipment mentioned at clause 6.1(f) in good state of repair and in accordance with any statutory testing requirements (including but not limited to PAT testing) or other law or governmental requirements and in a clean and good working condition and protect the same against damage. Any electrical wiring shall be for the sole purpose of powering the Hardware;
- (h) be responsible for the cost of the necessary telephony line provided by the Owner (as part of the Services) for the operation of the complete communications between the respective Hardware and Software of the Owner and the Hirer;
- (i) ensure that it does not connect the Hardware to any equipment, nor attempt to run the Software on or over any equipment, in each case which is not supplied or approved in advance by the Owner;
- (j) maintain any necessary environmental conditions advised by the Owner which are required for the operation of the Hardware and/or the Software;
- (k) fully participate in and support those of the Owner's retail services which may apply to the Hirer from time to time;
- (l) notify the Owner of any changes to the Hirer's address, from that set out in this Agreement, and upon request by the Owner promptly inform the Owner of the whereabouts of the Hardware;
- (m) keep the Owner fully informed of all material matters relating to any of the Deliverables;
- (n) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner in any of the Deliverables;
- (o) not suffer or permit the Deliverables (or any of them) to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if any of the Deliverables 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 those

- Deliverables and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (p) not use any of the Deliverables for any unlawful purpose;
 - (q) deliver up all of the Deliverables 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 of the Installation Sites or any premises where any of the Deliverables are located for the purpose of removing those Deliverables ; and
 - (r) not do or permit to be done anything which could invalidate the insurances referred to in clause 8.5.
- 6.2 The Hirer shall adhere to the policies and procedures of the Owner and the Owner's third-party suppliers.

CHARGES & PAYMENT

- 7.0 The Rental Payments are fixed for the Rental Period and shall be paid by direct debit by the Hirer to the Owner in accordance with the Payment Schedule.
- 7.1 The Rental Payments include payment in respect of: the hire of the Deliverables; the license of the Software, and the provision of the Support Services
- 7.2 The Owner will charge the Hirer, and the Hirer will pay, for the Consumables upon delivery at the Owner's list price from time to time for the relevant Consumables
- 7.3 If the Hirer fails to make any payment due under this Agreement by its due payment date, then the Owner reserves the right to suspend any further provision of the Support Services and to charge interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis until actual payment of the overdue amount. The Hirer shall pay the interest together with the overdue amount.
- 7.4 Where any Installation Site is added or removed from this Agreement during the Rental Period, the Owner shall increase or decrease the Rental Payments appropriately to reflect the increase or decrease in the number of Installation Sites. The Rental Payments in respect of the Installation Sites not affected by such changes shall not be altered by the addition or removal of one or more Installation Sites.

8. TITLE, RISK & INSURANCE

- 8.1 As between the Owner and the Hirer, the Hardware shall at all times remain the property of the Owner and nothing contained in this Agreement shall confer or be deemed to confer any right, title or interest (save the right to possession and use of the Hardware subject to the terms of this Agreement) in the Hardware on the Hirer.
- 8.2 As between the Hirer and Owner, title in, and ownership of all rights (including all intellectual property rights) in or to the Software and the Data shall vest and remain vested in the Owner. The Hirer acquires no rights in or to the Software (or related documentation) or the Data other than those expressly granted by this Agreement Intellectual property rights include (without limitation) patents, designs, copyright and related rights, database rights and inventions arising from the use of the Software and/or the receipt of the Support Services, in each case whether existing now or in the future and whether registered or unregistered.
- 8.3 The Owner shall be entitled to affix notices to or mark the Hardware or do such other things as may be required to identify the Hardware, and the Hirer shall not remove or deface any such notices or marks.
- 8.4 The Hirer shall not infringe any of the Owner's and/or the appropriate third party rights owner(s)' intellectual property rights in the Software and shall promptly report to the Owner any such infringement that comes to its attention.
- 8.5 The risk of loss, theft, damage or destruction of the Deliverables shall pass to the Hirer on Delivery . The Deliverables shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Deliverables are in the possession, custody or control of the Hirer (Risk Period) until such time as the Deliverables are redelivered to the Owner. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances.
- (a) insurance of the Deliverables 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;
 - (b) insurance for such amounts as a prudent owner or operator of the Deliverables 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 Deliverables; and

- (c) insurance against such other or further risks relating to the Deliverables 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.
- 8.6 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 Deliverables. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 8.7 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to any of the Deliverables arising out of or in connection with the Hirer's possession or use of the Deliverables.
- 8.8 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.
- 8.9 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

9.0 LICENCE

- 9.1 The Owner grants, subject to the terms of this Agreement, the Hirer a personal, non-exclusive, non-transferable right to use the Software on the Hardware for the Hirer's internal business purposes (only) **(Licensed Purposes)**.
- 9.2 The Software may be used by the Hirer at the Installation Site(s) only
- 9.3 The Hirer shall not:
 - (a) decompile, reverse engineer, disassemble or otherwise reduce any part of the Software to human-readable form (other than as permitted by law) nor permit any third party to do so; or
 - (b) make any copy of any part of the Software without the prior written consent of the Owner; or sub-license, rent, lend, assign or transfer in any other way this Agreement or the Software to any person without the prior written consent of the Owner; or
 - (c) give access to the Software through any network of computers to users who are not employees or agents of the Hirer.
- 9.4 The Hirer may not make adaptations or variations of the Software without the prior written consent of the Owner.

10.0 DATA & CONFIDENTIALITY

- 10.1 Notwithstanding clause 8.2, the Owner shall permit the Hirer to use the Data for its internal business purposes (only), the Hirer acknowledging that the Owner may use the Data for such purposes as it sees fit.
- 10.2 The Hirer shall not disclose to any person either during or at any time after the termination of this Agreement any Confidential Information about the business or affairs of the Owner, or about any other confidential matters of the Owner including terms, conditions, pricing for supply of goods and services of the Owner. For the purposes of this clause 10.2, Confidential Information means any information or matter which is not in the public domain and which relates to the affairs of the Owner or any other company in its group.
- 10.3 The restriction in clause 10.2 does not apply to any use or disclosure previously authorised by the Owner, any use or disclosure required by law or any information which is already in, or comes into, the public domain otherwise than through any unauthorised disclosure by the Hirer or any of its employees or agents.
- 10.4 The Hirer consents to the Owner holding and processing personal data relating to the Hirer (and its employees and any other individual whose details may be contained within the Data) for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data as such terms are defined in the Data Protection Act 1998.

11. LIABILITY

- 11.1 The Owner gives no warranty as to the condition of the Hardware, its quality or fitness for purpose and no liability shall *aback* to the Owner for loss injury or damage arising by reason of any defect in the Hardware (or any part thereof), whether such defect be latent or apparent on examination.
- 11.2 The Hirer shall indemnify the Owner against loss or damage to the Hardware (or any part thereof) however caused and whether or not such loss or damage results from the negligent action or inaction of the Hirer, its employees, agents, contractors or any other person under its control.
- 11.3 The Software may be used in accordance with the licence terms set out in clause 9, but is provided "as is" The Owner does not warrant or guarantee that the Software will be free of defects or errors
- 11.4 Without limitation, the Owner specifically denies any implied or express representation that the Software will be fit to operate in conjunction with any consumables, hardware items or software products other than with the Hardware or the Consumables provided by the Owner or to operate uninterrupted or error-free.
- 11.5 The Hirer acknowledges that the only warranties in relation to the Software or the supply thereof are those contained in the licence from the Owner's third-party supplier(s) of the same, and that to the extent that any of such warranties are given to the Owner, it will endeavour to pass on the benefit of such warranties to the Hirer.
- 11.6 Any unauthorised modifications, use or improper installation of the Hardware or the Software by or on behalf of the Hirer shall render all of the warranties and obligations given by the Owner under this Agreement null and void.
- 11.7 Subject to this clause 11, the Owner's total aggregate liability arising in connection with this Agreement shall be limited to an amount equal to all Rental Payments made by the Hirer to the Owner during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period. The Owner shall not be liable in any circumstances for any indirect or consequential loss, loss of profits, loss of use or any loss or corruption of data or information.

12. DURATION & TERMINATION

- 12.1 This Agreement shall come into effect on the date of this Agreement and continue, subject to any earlier termination in accordance with the terms of this Agreement, for the Rental Period.
- 12.2 If during the Rental Period the Owner reasonably considers (at its sole discretion) that the continuation of this Agreement is not beneficial to the business aims of the Hirer or the Owner then both parties may give 3 months' notice of their intention to terminate this Agreement.
- 12.3 Without affecting any other right or remedy available to it, the Owner may terminate this Agreement immediately at any time by giving notice in writing to the Hirer if
- (a) the Hirer ceases to trade, or ceases to participate in or support the Owner's services under clause 6.1(k) for whatever reason; or
 - (b) the Hirer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - (c) the Hirer commits any breach of any other term of this Agreement or any other Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or any other agreement with the owner.
 - (d) 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 insolvency legislation; or
 - (e) 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; or
 - (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 Hirer; or
 - (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 Hirer; or
 - (h) the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver; or
 - (i) a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer; or
 - (j) the Hirer (being an individual) is the subject of a bankruptcy petition or order; or

- (k) 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; or
- (l) 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 12.3(d) to clause 12.3(k) (inclusive); or
- (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 Hirer (being an individual) dies 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; or
- (o) the Hirer abandons the Hardware; or
- (p) the Owner no longer has the right to licence the Software to the Hirer.

12.4 This Agreement shall automatically terminate if a Total Loss of any of the Deliverables occurs.

12.5 Upon expiry or termination of this Agreement, the Hirer shall cease to be in possession of the Hardware and shall cease to have any right to access the Software, and the Owner may immediately terminate access. The Hirer shall comply with the Owner's instructions in respect of returning the Hardware and the Software. Furthermore, termination of this Agreement shall entitle the Owner by itself its agents or servants, without previous notice, to enter upon any land or premises on or in which the Hardware is or is believed by the Owner to be situated and to retake possession of the Hardware and Software. Where any of the Deliverables is not returned and the Owner is unable to retake possession, the replacement cost of the relevant Deliverables shall become due as a debt by the Hirer.

12.6 Expiry or termination 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 this Agreement which existed at or before the date of expiry or termination

12.7 On expiry or termination of this Agreement for any reason, the Hirer shall immediately pay any outstanding Rental Payment(s) and interest due to the Owner. Where this Agreement is terminated during the Rental Period, the Hirer shall pay an amount in respect of the Rental Payment which would have been due for the unexpired portion of the Rental Period For additional services in respect of which payment is due, the Owner shall submit invoices (if not already submitted), and the Hirer shall pay these invoices immediately on receipt. Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its expiry or termination.

12.8 Any clauses expressed to survive expiry or termination or begin at expiry termination shall survive expiry or termination of this Agreement.

12.9 Where there is more than one Installation Site within the scope of this Agreement, removal of one or more of the Installation Sites from the scope of this Agreement shall not be considered to give rise to a termination event save where clause 12.2, 12.3 or 12.4 applies.

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 or that of its suppliers or its or their contractors. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

14. ASSIGNMENT AND OTHER DEALINGS

This Agreement is personal to the Hirer and the Hirer shall not 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.

15. ENTIRE AGREEMENT

15.1 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.

15.2 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.

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

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

16. VARIATION

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

17. NO PARTNERSHIP OR AGENCY

- 17.1 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.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. FURTHER ASSURANCE

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

19. COUNTERPARTS

- 19.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 19.2 Transmission of the executed signature page of a counterpart of this Agreement by: (a) fax; or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 19.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

20. THIRD PARTY RIGHTS

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. NOTICES

- 21.1 Any notice 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); or sent by fax to its main fax number.
- 21.2 Any notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day (in Belfast) after posting or at the time recorded by the delivery service; or if sent by fax, at 9.00 am on the next business day (in Belfast) after transmission.
- 21.3 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.

22. 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.

23. RIGHTS & 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.

24. SEVERENCE

- 24.1 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 to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 24.2 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.

25 GOVERNING LAW & JURISDICTION

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