



Cornwall Generator Hire

Hire Agreement



Church House, Queen Street, Devon, TQ12 2QP

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THIS AGREEMENT is made on the date the Job Sheet is signed.

BETWEEN

- (1) Cornwall Generator Hire and Exeter Generator Hire are business trading names of Leoni Hollett and Paul Hollet acting in Partnership who operate in England and Wales and whose business office is at Little Park, Treburley, Launceston, Cornwall PL15 9PU (the **Owner**); and
- (2) The full name of the Hirer as per the Invoice (the **Hirer**).

IT IS HEREBY AGREED

1. INTERPRETATION

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

Account Customer means a Hirer who holds an account with us and is represented on the Job Sheet.

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

Commencement Date means the date that the Hirer takes Delivery of the Equipment.

Delivery means the transfer of physical possession of the Equipment to the Hirer at the Site Address or Owner Premises, whichever means of delivery is agreed upon as per the Job Sheet.

Deposit means the deposit amount set out in the Job Sheet.

Equipment means the items of equipment listed the Job Sheet, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Payments means the payments made by or on behalf of Hirer for hire of the Equipment as are provided for in the Invoice and confirmed in the Job Sheet.

Invoice means the form which this Hire Agreement is appended to which along with the Job Sheet provides the full and specific details of the Hire Agreement.

Site Address means the site the Hirer intends to hold the equipment during the Hire Period as is provided for in the Job Sheet or as is otherwise communicated between the parties.

Owner Premises means the Owner's premises as is detailed in the Job Sheet.

Hire Period means the period of hire as set out in the Job Sheet.

Total Loss means due to the Hirer's default the Equipment is, in the Owner's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

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

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

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal

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

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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

- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 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.
- 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, 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.

2. EQUIPMENT HIRE

- 2.1 The Owner shall hire the Equipment to the Hirer for use at the Site Address subject to the terms and conditions of this agreement.
- 2.2 The Owner shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Equipment.

3. PAYMENTS AND DEPOSIT

- 3.1 The Hirer shall pay the Payment(s) to the Owner in accordance with the Invoice. The Payment(s) shall be paid in Great British Pounds and shall be made by bank transfer to Cornwall Generator Hire, Lloyds, Sort Code 30 96 68 and account number 84554868 with the reference of the Hirers quote number and the name of the Hirer or by Cheque if specifically agreed by the Owner.
- 3.2 Where VAT is applicable the Payment(s) are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 3.3 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).
- 3.4 If the Hirer fails to make payment(s) due to the Owner under this agreement by the due date, then, without limiting the Owner's remedies under *clause 9* (Termination), the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 3.5 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 3.6 The Deposit is a deposit against default by the Hirer of payment(s) or any loss of or damage caused to the Equipment. The Hirer shall, on the date of this agreement, pay a deposit of £105 to the Owner. If the Hirer fails without due cause to make any Payment(s) in accordance with the Invoice, or causes any loss or damage to the Equipment (in whole or in part), the Owner shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to the Owner any sums deducted from the Deposit within 10 Business Days of a demand for the same.

4. DELIVERY AND INSTALLATION

- 4.1 Delivery shall take place upon either the delivery of the Equipment to the Site Address or the Hirer's collection of the Equipment from the Owner Premises, whichever is as detailed in the Invoice, Job Sheet or as is communicated between the parties.
- 4.2 If the Owner is to deliver the Equipment to the Site Address;

- (a) The Owner shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with *clause 5* (Title, risk and insurance) of this agreement.
- (b) The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- (c) In the event there is no duly authorised representative of the Hirer present at the Delivery of the Equipment at the Site Address, the Owner shall leave the Equipment at the Site Address. The Hirer will under such circumstances assume the Equipment 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).
- (d) Where the Owner agrees to install the Equipment at the Site Address as may be provided for in the Job Sheet, The Owner shall at the Hirer's expense install the Equipment at the Site Address. 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 the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- (e) In the event there is no duly authorised representative of the Hirer present at the Delivery of the Equipment at the Site Address, the Owner shall install the Equipment on Site Address as may be provided for under the Invoice. The Hirer will under such circumstances assume the equipment 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).
- (f) To facilitate Delivery and installation where it has been provided for in the Invoice, the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously and ensure that there is sufficient and appropriate access to the Site Address to allow the Owner to deliver the Equipment.

4.3 If the Hirer is to collect the Equipment from the Owner Premises;

- (a) The Owner shall use all reasonable endeavours to effect Collection by the date and time agreed between the parties. Title and risk shall transfer in accordance with *clause 5* (Title, risk and insurance) of this agreement.
- (b) The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Collection 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 the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

5. TITLE, RISK AND INSURANCE

- 5.1 The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- 5.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the 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 the Owner. 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, as is detailed within the Invoice, 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 Equipment would insure for, or such amount as the Owner may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (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 Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 5.3 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 5.4 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.
- 5.5 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

6. HIRER'S RESPONSIBILITIES

- 6.1 The Hirer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Owner which are displayed clearly on the Equipment;
 - (b) take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (c) ensure compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environment Acts, Factories Acts, Health and Safety at Work etc Act and observance of the Road Traffic Acts should they apply, including the cost or road fund licences and any insurances made necessary. The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Equipment during the Hire Period.
 - (d) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
 - (e) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
 - (f) keep the Owner fully informed of all material matters relating to the Equipment;
 - (g) not, without the prior written consent of the Owner, re-fuel the machine with fuel which has not been provided by the Owner;
 - (h) at all times keep the Equipment in the possession or control of the Hirer and keep the Owner informed of its location;
 - (i) permit the Owner or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site Address 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 Owner, together with such additional information as the Owner may reasonably require;
- (k) not, without the prior written consent of the Owner, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (l) not without the prior written consent of the Owner, 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 the Owner 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 Owner 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 the Owner 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 Owner of any rights such person may have or acquire in the Equipment and a right for the Owner to enter onto such land or building to remove the Equipment;
- (n) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (o) not use the Equipment for any unlawful purpose;
- (p) ensure that at all times the Equipment remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (q) deliver up the Equipment at the end of the Hire 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 the Site Address or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (r) not do or permit to be done anything which could invalidate the insurances referred to in *clause 5*(Title, risk and insurance).

6.2 The Hirer shall at all reasonable times allow the Owner, his agents or insurers to have access to the Equipment to inspect, test, adjust, repair or replace the same.

6.3 The Hirer is deemed to have knowledge of the Site Address and the Hirer warrants that the condition of the Site Address is suitable for the Equipment.

6.4 The Hirer is responsible for the protection of, and liable for any damage to the Site Address ground including above, surface and underground services and utilities including but not limited to cables, ducts, water pipes and gas lines.

6.5 The Hirer shall not allow any other person to operate the Equipment without the Owner's written consent.

6.6 The Equipment shall not be moved from the Site Address without prior written permission of the Owner.

6.7 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement.

- 6.8 Upon completion of the Hire Period, the Hirer shall clean and where necessary decontaminate the Equipment.
- 6.9 Unless provided for otherwise in the Invoice, the Hirer is **not to refuel** the Equipment without express agreement from the Owner.
- 6.10 The Hirer undertakes to pay a fee of £25.00 to the Owner in the event they lose the keys to the Equipment.

7. WARRANTY

- 7.1 The Owner warrants that the Equipment shall substantially conform to its specification (as made available by the Owner), be of satisfactory quality and fit for any purpose held out by the Owner. The Owner shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment within 24 hours from Delivery, provided that:
- (a) the Hirer notifies the Owner of any defect immediately upon becoming aware of the defect;
 - (b) the Owner is permitted to make a full examination of the alleged defect;
 - (c) the defect did not materialise as a result of misuse, neglect, alteration, mi-fuelling, mishandling or unauthorised manipulation by any person other than the Owner'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.
- 7.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Owner, the Hirer shall be entitled only to such warranty or other benefit as the Owner has received from the manufacturer.
- 7.3 If the Owner fails to remedy any material defect in the Equipment in accordance with *clause 7.1*, the Owner shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Payment(s) payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

8. LIABILITY

- 8.1 The restrictions on liability in this *clause 8* apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Subject to *clause 8.3*, the Owner's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed £2million.
- 8.3 Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973]
- 8.4 This agreement sets forth the full extent of the Owner's obligations and liabilities in respect of the Equipment and its hiring [and sale] to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 8.5 Subject to *clause 8.3*, neither party shall be liable 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.

8.6 If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

8.7 If the Equipment is not made available for collection, or is not delivered to the Owner's premises in accordance with the Invoice, then the Equipment shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Equipment in accordance with this Agreement and for all reasonable costs and expenses incurred by the Owner in seeking to collect such plant and any loss of earnings, time and general expenses as a result of the Hirer's non compliance.

9. TERMINATION

9.1 The Hirer may terminate this agreement upon providing written notice to the Owner subject the consequences provided for at 10.1.

9.2 Without affecting any other right or remedy available to it, the Owner may terminate this agreement with immediate effect by giving written notice to the Hirer if:

- (a) the Hirer fails to pay any amount due under this agreement on the due date for payment(s);
- (b) the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a reasonable period of time after being notified to do so;
- (c) the Hirer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (e) the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

9.3 For the purposes of *clause 9.2(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 Owner would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in *clause 6*,

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.

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

10. CONSEQUENCES OF TERMINATION

10.1 Upon the Hirer's termination of this Agreement under clause 9.1 above:

- (a) the Owner's consent to the Hirer's possession of the Equipment shall terminate;
- (b) without prejudice to any other rights or remedies of the Hirer, the Owner will be due from the Hirer on demand the following:-
 - (i) In the event cancellation is made between the signing of this Agreement and one week before the Commencement Date, the whole of the Deposit and a 50% of the total Payment(s).
 - (ii) In the event the cancellation is made within one week of the Commencement Date, the whole of the Deposit and the total of the Payment(s).
- (c) The sums payable pursuant to this *clause 10.1* shall be agreed compensation for the Owner's loss.

10.2 Upon all other types of termination of this agreement, however caused:

- (a) the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site Address or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
 - (i) all Payment(s) and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to *clause 3.4*;
 - (ii) any costs and expenses incurred by the Owner in recovering and/or repairing the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

10.3 Upon termination of this agreement pursuant to *clause 9.1*, any other repudiation of this agreement by the Hirer which is accepted by the Owner or pursuant to *clause 9.4*, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Payment(s) 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, less:

- (a) a discount for accelerated payment at the percentage rate set out in the Invoice; and
- (b) the Owner's reasonable assessment of the market value of the Equipment on sale.

10.4 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.

11. 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 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.

12. CONFIDENTIAL INFORMATION

12.1 Each party undertakes that it shall not at any time, 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 12.2*.

12.2 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 12*; and

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

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

13. ASSIGNMENT AND OTHER DEALINGS

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

14. ENTIRE AGREEMENT

14.1 This agreement along with the Purchase Order constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

15. VARIATION

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

16. NO PARTNERSHIP OR AGENCY

16.1 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.

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

17. FURTHER ASSURANCE

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.

18. COUNTERPARTS

18.1 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.

18.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by 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.

18.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

19. THIRD PARTY RIGHTS

19.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

20. NOTICES

20.1 Any notice or other communication given to a party under or in connection with this agreement 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 the address specified in the Invoice.

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

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (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; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this *clause 20.2(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.

20.3 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.

20.4 A notice given under this agreement is not valid if sent by email.

21. 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.

22. 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.

23. SEVERANCE

23.1 If any provision or part-provision of this agreement 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 agreement.

23.2 If any provision or part-provision of this agreement is deemed deleted under *clause 23.1* 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.

24. GOVERNING LAW

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

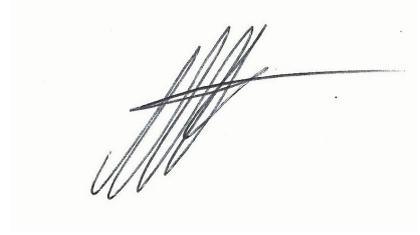
25. JURISDICTION

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

This agreement has been entered into on the date stated on the Job Sheet.

Each party agrees to sign this agreement by ordinary or electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by each party's manuscript signature.

by Leoni Hollett for and on behalf of
Cornwall Generator Hire

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, somewhat abstract shape.

Signed by Customer

.....

Customer

.....

Print Name