

TERMS AND CONDITIONS

Effective from: 12th May 2022

These terms and conditions (the "Terms and Conditions") apply to the supply of goods by GIBB GROUP LIMITED, a limited company registered in Scotland under company registration number SC098530, and whose registered address is at 303 King Street, Aberdeen, AB24 5AP, United Kingdom ("we", "us", "our", and the respective derivatives of those expressions) to you the customer ("you") as a purchaser and /or a hirer of any of the goods or equipment (the "Goods") which are advertised on www.gibbsafety.com or www.gibbtools.com (each individually and together, the "Website").

1. It is acknowledged that all orders for the provision (including hire) to you of any Goods accepted by us are subject to these Terms & Conditions and your use of the Website is subject to our [Website Terms](#). Accordingly, no other terms and conditions will apply to the provision or hire of any Goods unless first agreed to in writing by a duly appointed and authorised representative of ours.
2. Whilst every reasonable effort is made by us to ensure that the representations and descriptions of the Goods included on this Website correspond to the actual Goods, it is acknowledged that all of the descriptions of the Goods are approximate and shall not form part of any contract between us and you. Accordingly, we shall not be liable to you for any errors or omissions with respect to any such representation and descriptions of the Goods on this Website or in any other advertisement.
3. It is acknowledged that any advertisement of any Good on this Website is not an offer that is capable of acceptance, but is only an invitation to treat. Our acceptance of your order for the hire or purchase (as the case may be) of any Goods will occur only when we provide you with written confirmation of your order and of the associated pricing and delivery dates; accordingly, it is at the point of the communication of that confirmation to you that a contract will be deemed by us and you to have been formed.
4. It is acknowledged that import duties, tariffs and any other taxes due in any applicable jurisdiction (together, the "**Duties**") may apply if you order or hire Goods from outside the United Kingdom. It is acknowledged that we are not liable for any Duties, nor for making any calculations or estimates in respect of the same. In the event that signatures are not required to prove delivery of the Goods, it is acknowledged that our tracking code will be sufficient proof of our having dispatched the Goods to you. In the event that the Duties are not paid by you, and the Goods are returned to us by our courier (the "**Carrier**"), we will refund to you the cost of the Goods less the original carriage fees and the return carriage fees.
5. We will not be liable for any loss of, or damage to, those Goods in transit from us to you that have to cross an international border. In the event that you notify us in writing

of the loss of any of the Goods in transit, we will endeavour to locate the Goods using our Carrier, but we will not replace or refund any Goods that are to be sent across an international border once they have been received by our Carrier from us. If any such Goods are to be returned, the cost of their return will be borne by you.

6. It is acknowledged that if, for any reason, the Goods do not comply with the laws or regulations prevailing at a particular international border and cannot therefore be delivered to you, your sole right, and our only liability to you, will be for us to provide you with a refund (but subject to Clause 5 of these Terms & Conditions) once the relevant Goods are returned to us by our Courier at your cost.
7. Our prices for the purchase or rental payments over the period of hire as set out on the Website and agreed with you ("**Rental Period**") for any Goods (the "**Charges**") are as detailed on the relevant pages of this Website, but we reserve the right to adjust the Charges for any reason at any time, including by way of introducing and withdrawing special offers. Whilst we will endeavour to provide the latest information about our Charges on this Website, it is possible that this information may not necessarily be accurate:
 - (i) at the date at which you order certain Goods for purchase or hire (the "**Order**");
 - (ii) where the Charges are varied by us in the event that you make a forward Order for Goods, between the date on which the Order is made and the date on which the Goods are passed by us to our Carrier, in which instances we will notify you of any discrepancy.
8. All of the Charges advertised on this Website are exclusive of Value Added Tax, any Duties or other imposts (including the cost of shipping the Goods to you through our Carrier), which shall be charged at the prevailing rate and payable by you at the rate and in the manner from time to time prescribed by law. Our Value Added Tax number is GB265696904. However, all references to the Charges in these Terms & Conditions shall be deemed to include all such Value Added Tax, any Duties or other imports unless specifically stated otherwise.
9. In addition to the Charges, we may require you to pay a deposit against default by you of payment of any Rental Payments or any loss of or damage caused to the Goods ('**Deposit**'). If required and agreed, on the date of this agreement, you will pay the Deposit to us. If you fail to make any Rental Payment in accordance with this agreement, or cause any loss or damage to the Goods (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage. You shall pay to us any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

10. You will be able to identify the cost of shipping the Goods to you by inspecting the relevant information on this Website or by contacting us, but it is acknowledged that the information on this Website is subject to change.
11. You will pay the Charges for the Goods you intend to purchase or hire pursuant to your Order in accordance with the payment terms detailed in this Website. If, for any reason, there is an incidence of late payment (and/or if you do not pay any Charges in full when due), we shall have the right to:
 - (i) cancel or suspend your Order; and/or
 - (ii) charge your interest on any amount owed at a rate of two per cent (2%) above the prevailing Bank of England base rate.
12. In the case of any purchase of Goods, title in the Goods shall not pass to you until you have paid, and we have received, the Charges in full; as such, title will vest with us until we are in receipt of all the relevant Charges. You shall not pass or sell the Goods to any third party following your receipt of them without our prior written consent and, in the event that you do so (following the receipt of our consent), you will account to us for the outstanding amounts from any proceeds of sale or otherwise for the difference owed to us. If you do not pay us for any outstanding balance on the date on which we request the settlement of the relevant amount, you acknowledge that we shall have the right to enter upon your premises in order to recover the applicable Goods or, in the alternative, you will procure for us the right to enter upon the premises of any third party to recover the Goods (it being understood that we shall have retained title to those Goods pursuant to this Clause 12 of these Terms & Conditions). Demand for, or the recovery of, the Goods by us shall not discharge you of your liability to pay the Charges in full, or for us to be able to initiate a claim for the whole of the Charges.
13. In the case of any order to hire Goods, the Goods shall at all times remain our property, and you shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this agreement). The Goods shall remain at your sole risk during the Rental Period and any further term during which the any Goods hired are in your possession, custody or control ('**Risk Period**') until such time as the Goods are redelivered to us. During the Rental Period and the Risk Period, you shall, at your own expense, obtain and maintain the following insurances:
 - (a) insurance of the Goods 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 we may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as we 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 Goods; and

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

14. All insurance policies procured by you shall be endorsed to provide us 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 our request name us on the policies as a loss payee in relation to any claim relating to the Goods. You shall be responsible for paying any deductibles due on any claims under such insurance policies.

15. You shall when during the term of any Risk Period:

- (a) ensure that the Goods are kept and operated in a suitable environment used only for the purposes for which they are designed;
- (b) take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Goods are all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) maintain at your own expense the Goods in good and substantial repair in order to keep them in as good an operating condition as they were at the start of the Risk Period including replacement of worn, damaged and lost parts, and shall make good any damage to the Goods. For the avoidance of doubt, all items of PPE returned from hire will be subject to a further charge made to you for the costs of cleaning;
- (d) make no alteration to the Goods and shall not remove any existing component(s) from the Goods. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in us immediately upon installation;
- (e) keep us promptly and fully informed of all material matters relating to the Goods;
- (f) at all times keep the Goods in your possession or control;
- (g) permit us or our duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter upon any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection;
- (h) maintain operating and maintenance records of the Goods and make copies of such records readily available to us, together with such additional information as we may reasonably require;
- (i) not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of any of them;
- (j) not without our prior written consent, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods does become affixed to any land or building then the Goods must be capable of being removed without material injury to the Goods or such land or building and the you

- shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;
- (k) not do or permit to be done any act or thing which will or may jeopardise our right, title and/or interest in the Goods and, where the Goods has become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Goods 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 us of any rights such person may have or acquire in the Goods and a right for us to enter onto such land or building to remove the Goods;
 - (l) not suffer or permit the Goods to be confiscated, seized or taken out of your possession or control under any distress, execution or other legal process, but if the Goods is so confiscated, seized or taken, you shall notify us and we shall at our sole expense use our best endeavours to procure an immediate release of the Goods and shall indemnify you on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - (m) not use the Goods for any unlawful purpose;
 - (n) ensure that at all times the Goods remains identifiable as being our property;
 - (o) deliver up the Goods at the end of the Risk Period or on earlier termination of this agreement at such address as we require, or if necessary allow us or its representatives access to any premises where the Goods are located for the purpose of removing the Goods; and
 - (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 13 above.
16. You acknowledge that we shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by you or any of your officers, employees, agents and contractors, and the you undertake to indemnify us 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 your to comply with the terms of this agreement.
17. Risk of loss, theft, damage or destruction of the Goods delivered to you shall (unless down to a manifest error on our part in delivering to the wrong address), pass to you upon the earlier of delivery to you or the Carrier's first attempted delivery to you subject to the provisos in clause 5 above.
18. In order to be able to submit an Order to either purchase or hire Goods, you will first need to create an account (an "**Account**") using the facility included within this Website. In the course of creating an Account you will need to provide us with certain information about yourself, though not any payment information (unless otherwise

required so that we can meet your Order(s)). It is acknowledged that the information required by us may change from time to time.

19. You warrant, represent and undertake that, in the course of creating your Account using our facility:
 - (i) the information that you upload is, at all times whilst you have your Account, accurate, current and complete;
 - (ii) if you are procuring the Goods on behalf of your employer or principal, you have been duly appointed to do so and have the authority to bind your employer or principal and are permitted to provide the payment information of your employer or principal; and
 - (iii) you will not divulge any of your Account details, including your user name and password, to any third party.

20. We will not be liable to you if you upload onto this Website other than in accordance with our directions, or otherwise utilise, your Account information in such a way that it is liable to be compromised. If you believe that your Account information has been, or is likely to be, compromised, you must notify us promptly so that we can suspend your Account and/or, at your direction, any Order that is in hand (including any unauthorised order), but you acknowledge that it will not be possible for us to cancel an Order (or an unauthorised order) after we have passed the relevant Goods to our Carrier, and in such circumstances we shall have no liability to you for any loss or damage you suffer.

21. We reserve the right to accept or decline any Order made by you, irrespective of whether or not you have paid the Charges. We may notify you of our refusal to accept your Order in writing or by telephone within a reasonable period of time following our receipt of the same. If we refuse to accept an Order and we are already in receipt of the relevant Charges from you, we will refund you those Charges.

22. We will use commercially reasonable endeavours execute your Order to your requirements, but it is acknowledged that we shall be entitled to provide you with suitable substitute Goods following receipt of a request from you, or in the event that the applicable advertised Good has been superseded by a new edition. If a discrepancy arises in connection with the Charges as a result of this, it is acknowledged that you give us the right to credit or charge you the difference, as the case may be.

23. If we cannot fulfil your Order from our existing stock, we will (following receipt of a written direction from you) either put the applicable Goods on back order to be fulfilled once we have those Goods to hand, or we will cancel the Order and refund you the Charges.

24. You may be required to select the size, model, colour and series number of the Goods that you wish to procure, and you will need to identify the stock number of the applicable Goods as part of the Order.
25. We will deliver the Goods to the address detailed by you when completing your Account information, or to such other address as you might specify. To facilitate any delivery, you shall at your sole expense provide all requisite materials, facilities, access and suitable working conditions to enable such delivery to be carried out safely and expeditiously including any materials, facilities, access and working conditions specified by us.
26. Any delivery times detailed on this Website are estimates only, although we shall endeavour to adhere to those delivery times. It is acknowledged that we shall have no liability to you in the event that we do not comply with the estimated delivery times and, accordingly, time is not of the essence with respect to our delivery obligations. It is further acknowledged that certain Goods may take longer to deliver than others, on account of their weight, shape, destination or otherwise. If we do not deliver the Goods by the estimated delivery time, we may attempt to ascertain their whereabouts and the likely delivery time, and may notify you accordingly.
27. You must inspect the Goods promptly following your receipt of them, and you will be deemed by us and you to have accepted the Goods if you do not notify us in writing within ten (10) days from the date on which you received them (the "**Acceptance Period**"), with appropriate details, that:
- (i) there is a defect in the Goods that is evident upon reasonable examination;
 - (ii) there is a shortfall or excess in or of the quantity of the Goods detailed in the applicable Order; and/or
 - (iii) the delivery is otherwise than in accordance with the Order.
28. Subject to Clause 5 of these Terms & Conditions, in the event that you notify us within the Acceptance Period of a defect in the Goods that is evident upon reasonable examination, you must not open them, and our sole liability to you will be, at our discretion, to replace the defective Goods or to refund the Charges. We will send the Carrier to collect the defective Goods from you, and we will pay the costs of the Carrier.
29. In the event that you notify us within the Acceptance Period of a shortfall or excess in or of the quantity of the Goods, our sole liability to you will be (at our discretion) deliver the shortfall or refund or debit (as the case may be) the relevant balance.
30. In the event that you notify us within the Acceptance Period that the delivery is otherwise than in accordance with the Order, our sole liability to you will be, at our discretion, to replace the defective provision with the Goods required by the Order or refund the Charges to you.

31. In the event that you notify us that we have not delivered the Goods by the estimated due date for delivery detailed in this Website, and you do not receive them within fifty (50) days thereafter, our sole liability to you will be, at our discretion, to deliver the undelivered Goods to you or to refund the Charges for those undelivered Goods.
32. If we receive no communication from you (whether by acknowledgement of receipt of the Goods or otherwise) during the Acceptance Period, those Goods will be deemed by you and us to have been delivered to you, and accepted by you, by the relevant estimated due date and constitute conclusive evidence that you have examined the Goods and has found them to be in good condition, complete and fit in every way for the purpose for which they are intended.
33. If the Goods develop a material defect within the applicable warranty period, we shall repair or replace them (or procure that they are repaired or replaced) in accordance with the provisions of the applicable warranty. If the affected Goods are to be replaced the period of the replacement Goods' warranty shall be the unexpired period of the defective Goods' warranty. These terms and conditions shall apply to any repaired or replacement Goods supplied by us.
34. If you decide during the Acceptance Period that you do not wish to retain the Goods, they can be returned to us, provided:
 - (i) you have not damaged or otherwise tampered with the packaging (so that we can sell them again as being new); and
 - (ii) you will pay the costs of our Carrier.
35. We shall only accept the return of any Goods if they are made available by you in accordance with our directions and in suitable condition and packaging, as determined by us in our sole discretion. We will supply you with a returns number which you will need to cite on any applicable paperwork. If you do not comply with these stipulations we or our Carrier may refuse to accept delivery of the relevant Goods. We will charge you the at our sole discretion costs for cleaning or sanitising any Goods so returned (including but not limited to any PPE under Clause 15 (c) above) which you agree you will pay on demand.
36. Title to any Goods that are returned to us shall become ours again, and title to any substitute Goods shall vest with you in accordance with Clause 11 of these Terms & Conditions.
37. We reserve the right, without notice to you and for any reason, to discontinue the provision (including the hire) of any of the Goods advertised on this Website.
38. Nothing on this Website should be taken by you as being a representation of the source of origin, the place or nature of the manufacture or the production of the Goods or any part of them.

39. We shall provide the Goods using reasonable skill and care and in accordance with these Terms & Conditions, and these undertakings are your sole remedies under these Terms & Conditions, save in respect of Clauses 45 to 48 of these Terms & Conditions.
40. You shall have no remedy against us in respect of any obsolete, inaccurate or incomplete statement made to in in the course of it using this Website, submitting an Order or receiving the Goods, unless any such statement was made fraudulently.
41. These Terms & Conditions set forth the full extent of our obligations and liabilities in respect of the provision or hire of the Goods to you. Save as detailed expressly in these Terms & Conditions, all implied warranties, terms and conditions (including any terms implied by statute) concerning this Website and the provision or hiring of the Goods by us are disclaimed and excluded to the fullest extent permitted by law, including any implied terms of satisfactory quality, fitness for purpose and the use of reasonable skill and care in the performance of our obligations. Accordingly, except as required by law, we shall not be liable to you for any loss, damage, cost, expense, claim or otherwise arising out of the actual or alleged breach of any such implied warranties, terms or conditions (including any terms implied by statute) or the breach of any other duty of any kind imposed upon us as a matter of law. You acknowledge that you are responsible for ensuring that the Goods are fit for the purpose for which you ordered them pursuant to the applicable Order.
42. It is acknowledged that certain Goods may be subject to the Export Controls; accordingly you shall, in connection with any Goods affected by the Export Controls, comply with the Export Laws (insofar as they relate to the relevant Goods) and obtain any licence, permit or other consent necessary to export, import, re-export or transfer those Goods, and it is acknowledged that a failure by you to comply with the same shall be deemed to be a breach of these Terms and Conditions which is not capable of rectification.
43. You shall not, whether directly or indirectly, sell or permit to be sold, dispose if, export, re-export, transfer the Goods, or any part of them, to any jurisdiction that is subject to the International Restrictions. Accordingly, you certify, warrant, represent and undertake that you will not use the Goods, or any part of them, for use, sale or incorporation into any product that could be used in breach of the Export Controls or the International Restrictions, and it is acknowledged that a failure by you to comply with the same shall be deemed to be a breach of these Terms and Conditions which is not capable of rectification.
44. Your particular attention is drawn to the liability provisions detailed in Clauses 45 to 48 of these Terms & Conditions.
45. Neither our nor your liability is limited pursuant to these Terms & Conditions in respect of:

- (i) death or personal injury attributable to negligence;
 - (ii) fraud;
 - (iii) fraudulent misrepresentation; or
 - (iv) any other liability that cannot be limited as a matter of law.
46. Subject to Clause 45 of these Terms & Conditions, our total aggregate liability to you under these Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity or otherwise, shall be limited to the total value of the applicable Order.
47. Subject to Clause 45 of these Terms & Conditions, we shall not be liable under these Terms & Conditions for:
- (i) any loss of actual or anticipated profits;
 - (ii) any loss of actual or anticipated savings;
 - (iii) any loss of business;
 - (iv) any loss of revenue;
 - (v) any loss of goodwill or reputation; or
 - (vi) any loss of, or damage to, data.
48. Subject to Clause 45 of these Terms & Conditions, we shall not be liable under these Terms & Conditions for any consequential or indirect loss or damage, however caused.
49. It is possible that our ability to deliver the Goods to you may be attributable to an act, circumstance or event that is beyond our reasonable control (a "**Force Majeure Event**"); accordingly, if we are prevented or restricted from performing our obligations on account of any such Force Majeure Event, we shall be relieved of our obligations to you in respect of the affected Order for as long as the Force Majeure Event persists. If the Force Majeure Event continues for more than fifty (50) days, we shall have the option, at our discretion, to cancel the affected Order without incurring any liability to you.
50. You acknowledge that we and our licensors have full right and/or title to all of the intellectual property rights, including patents, copyright, trade marks, design rights, database rights, know-how or other rights, whether registered or unregistered in all jurisdictions (together, the "**IPR**"), in this Website (and any information about the Goods detailed within it), and the stock numbers relating to the Goods and, as such, the whole or partial reproduction of the same (save as permitted in accordance with the Terms of Use) is prohibited.
51. We do not warrant, represent or undertake to you, or otherwise give you any assurance, that the Goods supplied to you do not infringe the IPR of any third party.

52. You warrant, represent and undertake that you shall (and, where relevant, shall procure) that you will in your dealings with us comply with all applicable laws, statutes and regulations from time to time in force, including:

- (i) the Anti-Bribery Laws; and
- (ii) the United Kingdom Modern Slavery Act 2015,

and you acknowledge that any breach by you of this Clause 52 of these Terms & Conditions shall be deemed to be a material breach of these Terms and Conditions which shall not be capable of rectification.

53. Our privacy policy set out at <https://gibbgroupltd.com/privacy-policy/> (the "**Privacy Policy**"), details the basis upon which we will process any of the personal data that we collect from you or which you notify to us in accordance with applicable data protection and privacy legislation in force from time to time in the UK, including the United Kingdom Data Protection Act 2018, European Union Regulation 2016/679 and European Union Directive 2002/58/EC (the "**Data Protection Legislation**"). The provisions of the Privacy Policy shall apply with respect to any personal data you provide to us in connection with your use of this Website, your Account, your submission of an Order and your receipt of the Goods.

54. Without affecting any other right or remedy available to it, we may terminate this agreement with immediate effect by giving notice to you if:

- (a) You fail to pay any amount due under this agreement on the due date for payment;
- (b) you breach these Terms & Conditions;
- (c) you repeatedly breach 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) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admits inability to pay your debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) you commence negotiations with all or any class of your creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if you are a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over you (being a company);
- (h) the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
- (j) you (being an individual) are the subject of a bankruptcy petition, application or order;
- (k) your creditor or encumbrancer 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 your assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 54 (d) to Clause 54(k) (inclusive) including but not limited to Chapter 11 bankruptcy in the United States;
- (m) you suspend or ceases, or threaten to suspend or cease, carrying on all or a substantial part of its business;
- (n) you (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.

55. It is acknowledged that we reserve the right to terminate your Account without on notice at any time for any reason outside of Clause 54 and without having to provide a reason.

56. You may not terminate any outstanding or open Orders without our prior written consent which may be withheld in our sole discretion.

57. Upon termination of this agreement, however caused in respect of any hiring of Goods or purchase of Goods where the cleared sum for such Goods has not been received:

- (a) our consent to your possession of the Goods shall terminate and we may, by its authorised representatives, without notice and at your expense, retake possession of the Goods and for this purpose may enter the Site or any premises at which the Goods are located; and

- (b) without prejudice to any other rights or remedies, you shall pay to us on demand:
 - a. all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 11;
 - b. any costs and expenses incurred by us in recovering the Goods and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- (c) Upon termination of this agreement by us, you shall pay to us on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period. The sums payable pursuant to this clause shall be agreed compensation for our loss and shall be payable in addition to the sums payable pursuant to Clause 57(b). Such sums may be partly or wholly recovered from any Deposit.

58. 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.
59. In the event that we or you fail to exercise any right or remedy pursuant to these Terms & Conditions, that failure shall not be construed as a waiver of that right or remedy.
60. These Terms and Conditions (including our Website Terms and Privacy Policy) set out the entire agreement between you and us and supersede any previous terms, conditions, warranties and/or representations. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms and Conditions.
61. Nothing in these Terms and Conditions shall affect your statutory rights as a consumer (as defined under the relevant consumer legislation) to the extent those rights are applicable to the hire or purchase of Goods under this agreement and cannot be limited or excluded by law.
62. If any part of these Terms & Conditions is found to be unenforceable by any court, tribunal or regulatory body of competent jurisdiction, the relevant wording shall be construed or interpreted so as to give full effect to the remainder of the affected part.
63. Nothing in these Terms & Conditions shall confer any rights upon any third party and, accordingly, the United Kingdom Contracts (Rights of Third Parties) Act 1999 shall not apply.

64. All notices and communications shall be given or made by you to us either by post at our address above, or by email; all notices and communications sent to us by post shall be deemed to be received within three (3) days following the date of posting if sent by first class post, and if sent by email on the same day if the day on which it is sent is a business day or the next business day if the day on which it is sent is a weekend or public holiday.
65. If you have any issues with our Goods, Charges and offerings, please contact us by using the contact details on this Website.
66. You 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 be required for the purpose of giving full effect to this agreement.
67. 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.
68. These Terms & Conditions are governed by the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.