

TERMS & CONDITIONS OF PROPAGANDA (UK) LIMITED FOR HIRE OF GOODS TO BUSINESS CUSTOMERS

1. Definitions

Unless the context requires otherwise the following definitions apply

- 1.1 **"Alterations Charge"** means a sum charged by the Owner to the Hirer in return for the Owner's grant of permission in accordance with clause 9.6.3 for alteration of the Goods
- 1.2 **"Cancellation Charge"** means a sum equivalent to 50% (fifty per cent) of the Charges for which the Hirer
 - 1.2.1 was or
 - 1.2.2 would but for the relevant cancellation have been charged in respect of the first 7 days of hire of the relevant Goods
- 1.3 **"Charges"** means the charges
 - 1.3.1 for hire and (if applicable)
 - 1.3.2 for deliveryof any Goods excluding VAT
- 1.4 **"Collection Date"** means the date or dates specified by the Owner on which any Goods are to be collected
- 1.5 **"Conditions"** means
 - 1.5.1 the terms and conditions set out in this document and
 - 1.5.2 any special terms and conditions agreed in writing by the Owner and signed by an authorised representative of the Owner on its behalf
- 1.6 **"Contract"** means any contract between the Owner and the Hirer incorporating the Conditions
- 1.7 **"Delivery Date"** means the date or dates specified by the Owner on which any Goods are to be delivered
- 1.8 **"E-mail"** means electronic mail and comparable means of electronic communication
- 1.9 **"Goods"** means any articles (including any replacements of them) which the Hirer
 - 1.9.1 hires or
 - 1.9.2 agrees to hirefrom the Owner for the purposes of a business carried on by the Hirer
- 1.10 **"Hirer"** means the business which
 - 1.10.1 hires or
 - 1.10.2 agrees to hirethe Goods from the Owner for its commercial purposes
- 1.11 **"Original Period"** means the period for which the Goods are to be hired by the Hirer pursuant to the Contract (as stated in the relative invoice)
- 1.12 **"Owner"** means Propaganda (UK) Limited (company number 03789363)
- 1.13 **"Packaging Materials"** means any packaging materials supplied by the Owner to the Hirer including
 - 1.13.1 plastic boxes
 - 1.13.2 rug bags
 - 1.13.3 cushion bags
 - 1.13.4 brown paper bags and
 - 1.13.5 blankets
- 1.14 **"Packaging Materials Charge"** means a sum equivalent to the replacement cost of any Packaging Materials which the Hirer fails to return to the Owner
- 1.15 **"Postponement Charge"** means a sum equivalent to 20% (twenty per cent) of the Charges for which the Hirer
 - 1.15.1 was or
 - 1.15.2 will becharged in respect of the first 7 days of hire of the relevant Goods
- 1.16 **"Quotation"** means
 - 1.16.1 any written quotation (including any invoice) provided by the Owner to the Hirer in respect of hire of Goods and

- 1.16.2 (to the extent to which any such written quotation is superseded by it) any subsequent written confirmation provided by the Owner to the Hirer in respect of any order placed by the Hirer with the Owner for the hire of such Goods or
- 1.16.3 (if no such written quotation is or has been provided) any written confirmation provided by the Owner to the Hirer in respect of any order placed by the Hirer with the Owner for the hire of any Goods
- 1.17 **"Retention"** means retention by the Hirer of the Goods after the Original Period
- 1.18 **"Retention Period"** means the period of Retention which
 - 1.18.1 shall commence on the expiry of the Original Period if the Goods are retained by the Hirer after the Original Period and
 - 1.18.2 shall conclude on the date on which the Goods are returned by the Hirer to the Owner or collected by the Owner from the Hirer
- 1.19 **"Total Period"** means the total period of time for which the Hirer hires the Goods from the Owner which
 - 1.19.1 shall commence on the earlier of the date of the relative Contract or of the collection or delivery of the Goods and
 - 1.19.2 shall conclude on the date on which the Goods are returned by the Hirer to the Owner or collected by the Owner from the Hirer
 and is inclusive of the Original Period and (if applicable) the Retention Period
- 1.20 **"VAT"** means Value Added Tax or any tax or duty which from time to time replaces it
- 1.21 **"Working Days"** means any day from Monday to Friday (inclusive) which is not
 - 1.21.1 Christmas Day Good Friday or a statutory Bank Holiday or
 - 1.21.2 a day which falls between 26 December in any year and 2 January in the immediately following year

2. Conditions

- 2.1 The Conditions shall apply to all contracts for hire of Goods by the Hirer from the Owner to the exclusion of all other terms and conditions including any terms or conditions which the Hirer may purport to apply
 - 2.1.1 under any purchase order or any confirmation of order or
 - 2.1.2 under any similar document
- 2.2 Any Quotation shall be deemed to be an offer by the Owner to allow hire of the Goods by the Hirer pursuant to the Conditions
- 2.3 Once
 - 2.3.1 an order has been placed by the Hirer for the hire of any Goods or
 - 2.3.2 the hire of any Goods by the Hirer has commenced
 such event or events shall be deemed conclusive evidence of the Hirer's acceptance of the Conditions
- 2.4 Any variation of the Conditions shall be ineffective unless agreed in writing by the Owner and signed by an authorised representative of the Owner on its behalf

3. Charges and payment

- 3.1 The Charges for the hire of any Goods shall be those set out in the relative Quotation exclusive of VAT which shall be due at the rate ruling on the date of the Owner's invoice
- 3.2 By reference to the following table where the number of days in the Total Period is in a range of days listed in the first column the Hirer shall be charged for a period of hire as equates to that number of days which appears in the second column directly opposite that range of days

Number of days in Total Period	Number of days hire for which Hirer shall be charged
1 – 7 days	7 days

8 – 14 days	14 days
15 – 21 days	21 days
22 – 28 days	28 days
29 – 35 days	35 days
36 – 42 days	42 days
43 – 49 days	49 days
50 – 56 days	56 days
57 – 63 days	63 days
64 – 70 days	70 days
71 – 77 days	77 days
78 – 84 days	84 days

- 3.3 Where the number of days in the Total Period exceeds 7 days the Charges for each period of hire of 7 days for which the Hirer will be charged (other than for the first 7 days) shall be at the rate of 75% (seventy five per cent) of the Charges for which the Hirer was charged in respect of the first 7 days
- 3.4 Where the Owner recommends to the Hirer a third-party courier to collect and deliver the Goods
- 3.4.1 any arrangements are between the Hirer and the courier and
- 3.4.2 the Owner shall have no responsibility regarding them
- 3.5 Where (exceptionally) the Owner agrees to arrange for the Goods to be sent to the Hirer the Hirer shall be responsible for the Charges (including the Owner's administration fee) in respect of carriage
- 3.6 The Owner may by giving notice to the Hirer at any time before delivery or collection increase the Charges in respect of any Goods in order to reflect any increase in the cost to the Owner which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Owner (including foreign exchange fluctuations taxes and duties and the cost of labour and materials) but the Owner will inform the Hirer of the likely increase in the Charges as soon as reasonably practicable
- 3.7 Payment of the Charges and VAT shall be

- 3.7.1 due on receipt of the relative invoice whether or not any of the Goods have been ordered or delivered by the Owner (and time for payment shall be of the essence) and
 - 3.7.2 paid to the Owner
- and any payment sent to the Owner by post shall be sent at the Hirer's risk
- 3.8 Interest on overdue invoices for the Charges and VAT shall accrue from the date on which payment becomes due from day to day until the date of payment at the rate of 2% above Royal Bank of Scotland plc's base rate from time to time in force and for the avoidance of doubt such interest may accrue after as well as before any judgment
 - 3.9 If the Hirer fails to make any payment on the due date then without prejudice to any of the Owner's other rights the Owner may
 - 3.9.1 suspend or cancel deliveries to or collections by the Hirer of any Goods
 - 3.9.2 treat the Contract in question as repudiated by the Hirer
 - 3.9.3 appropriate any payment made by the Hirer to such of the Goods as the owner may in its sole discretion think fit
 - 3.9.4 impose a general lien on all goods of the Hirer in the Owner's possession for the unpaid Charges in respect of all Goods hired by the Hirer under any Contract and/or
 - 3.9.5 add to the Charges any costs or expenses incurred by the Owner in seeking to obtain and/or in obtaining payment
 - 3.10 The Hirer may not withhold payment of any invoice or other amount due to the Owner by reason of any right of set-off or counterclaim which the Hirer may have or allege to have or for any reason whatever but the Owner shall at any time be entitled to deduct from or set off against any monies payable by it to the Hirer such sums as the Hirer owes to the Owner
 - 3.11 The Owner shall be entitled to submit to the Hirer an invoice or invoices for the whole or part of the Charges on or at any time after acceptance of the Conditions

4. Goods

- 4.1 The quantity of any Goods shall be as set out
 - 4.1.1 in the relative Quotation and/or
 - 4.1.2 in any document or documents to which reference is made in the relative Quotation
- 4.2 The Owner makes no representation or warranty that the Goods will be in accordance with the images displayed from time to time
 - 4.2.1 in any of the Owner's brochures catalogues and advertisements or
 - 4.2.2 on its website

5. Warranties and liability

- 5.1 All terms conditions warranties and representations (whether implied or made expressly) whether by the Owner or its servants or agents or otherwise (other than those express warranties set out in any document or documents to which reference is made in any Quotation) relating to the
 - 5.1.1 description
 - 5.1.2 quality or
 - 5.1.3 fitness for purposeof any Goods are excluded to the fullest extent permitted by law
- 5.2 Any representations statements or warranties made or given by the Owner or its servants and agents (whether orally in writing or in any of the Owner's brochures catalogues and advertisements or on its website) shall not be deemed
 - 5.2.1 to form part of the Contract or
 - 5.2.2 to have induced the Hirer to enter into the Contractunless it is contained in any Quotation (or in any document or documents to which reference is made in it) but without prejudice to the foregoing no one other than the directors and the employees of the Owner has any authority to make on behalf of the

Owner any representation concerning the Goods or the hiring of them under any Contract

- 5.3 Nothing in the Conditions shall
 - 5.3.1 restrict or exclude liability for death or personal injury caused by the negligence of the Owner or
 - 5.3.2 affect the statutory rights of a Hirer dealing as consumer although the Hirer warrants that it is dealing and will at all times deal as a business and not as a consumer
- 5.4 The Hirer shall be exclusively responsible for satisfying itself that any Goods are fit for the purpose intended for them by the Hirer
- 5.5 In no circumstances shall the Owner have any liability whatsoever for any advice provided to the Hirer unless it is in writing on the Owner's headed paper and signed by an authorised representative of the Owner on its behalf following receipt of a suitable written specification from the Hirer
- 5.6 In no circumstances shall the Owner have any liability for checking or approving any specification provided by the Hirer for any Goods

6. Collection and delivery of Goods

- 6.1 The Collection Date and the Delivery Date shall be treated as an estimate or estimates only unless the Owner has expressly undertaken in writing signed by an authorised representative of the Owner on its behalf to guarantee such collection or delivery by a specified date provided that the Owner will give as much notice as reasonably possible to the Hirer of the actual date on which
 - 6.1.1 the Goods are to be collected or
 - 6.1.2 delivery will take place
- 6.2 The Goods shall be collected by or delivered to the Hirer on (or as soon as reasonably practicable after) the Collection Date or the Delivery Date (as appropriate)
- 6.3 Where the Owner agrees to deliver the Goods the Owner shall arrange for delivery of the Goods to the Hirer's business address (as set on the Hirer's delivery instructions) provided that the method of delivery and the choice of packaging and labelling of any Goods shall remain at the sole discretion of the Owner
- 6.4 The Goods may at the Hirer's request and at the Owner's discretion be collected or delivered in advance of the Collection Date or of the Delivery Date
- 6.5 The Hirer shall make all arrangements to collect or to take delivery of the Goods whenever they are ready for collection or tendered for delivery
- 6.6 The Owner shall not be liable for any loss or damage whatever due to failure by the Owner to permit collection of or to deliver the Goods (or any of them) promptly or at all
- 6.7 Notwithstanding that the Owner may have delayed or failed to permit collection of or to deliver the Goods (or any of them) promptly the Hirer shall be bound to collect or accept delivery of such Goods and to pay the Charges in full provided that collection is permitted or delivery is tendered at any time within 3 months of the Collection Date or Delivery Date
- 6.8 The carrier of any Goods shall be deemed to be the Hirer's agent
- 6.9 If (otherwise than by reason of any cause beyond the Hirer's reasonable control or by reason of the Owner's fault) the Hirer in breach of the Contract
 - 6.9.1 fails or declines to collect the Goods or
 - 6.9.2 fails or declines to give the Owner adequate instructions for delivery of the Goods

the Hirer shall (without prejudice to any other right or remedy available to the Owner) pay to the Owner as and by way of agreed liquidated damages an amount equal to the Charges for the Original Period less the net proceeds (if any) received by the Owner on rehiring the Goods for the remainder of that period after deducting the costs and expenses of rehire

- 6.10 The Hirer shall notify the Owner of any non-delivery of Goods by no later than the next Working Day following the date
- 6.10.1 of despatch (as stated on the invoice) or
 - 6.10.2 of the date of which notice was given by the Owner to the Hirer pursuant to clause 6.1.2
- whichever is the later and notwithstanding the receipt by the Owner of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the Goods indicated on the advice sheet

7. Cancellation

- 7.1 The Owner may cancel the Contract at any time before the Goods are collected or delivered by giving to the Hirer written notice to that effect and the Owner
- 7.1.1 shall promptly repay to the Hirer any sums paid in respect of the Charges for such Goods and
 - 7.1.2 shall not be liable for any loss or damage whatever arising from such cancellation
- 7.2 The Hirer shall only be entitled to cancel the Contract with the Owner's consent in writing signed by an authorised representative of the Owner on its behalf and if the Owner provides such consent then the Hirer shall promptly pay to the Owner the Cancellation Charge

8. Postponement

The Hirer shall only be entitled to postpone delivery or collection of Goods with the Owner's consent in writing signed by an authorised representative of the Owner on its behalf and if the Owner provides such consent then the Hirer shall promptly pay to the Owner the Postponement Charge

9. Title risk and responsibilities

- 9.1 The Goods shall as between the Owner and the Hirer remain personal or movable property and shall continue in the Owner's ownership notwithstanding that they may have been affixed to any land or building
- 9.2 All Goods shall be at the Hirer's risk as from collection or from commencement of delivery (without prejudice to clause 6.8) and the Hirer shall be responsible for any damage caused to such land or building referred to at clause 9.1 by the affixing of the Goods to or removal of the goods from it (even if the Owner affixes or removes them) and the Hirer shall indemnify the Owner against any claim made in respect of such damage
- 9.3 The Owner may inform the owner of the premises where the Goods are from time to time located of the Owner's ownership of the Goods
- 9.4 Without prejudice to the foregoing in this clause 9 if the Goods or any item of them becomes in law a fixture the Hirer shall on the Owner's request make with the Owner a joint election in such form as may be prescribed by law or as required by the Owner to the effect that the Goods or the affected item shall be treated as belonging to the Owner for the purpose of any claim for allowances in respect of the cost to the Owner of purchasing the Goods or the affected item
- 9.5 The Buyer shall do the following
- 9.5.1 Use the Goods
 - (a) properly
 - (b) without risk to health
 - (c) for the business purposes of the Hirer and
 - (d) only for purposes for which they are designed or suitable
 - 9.5.2 Ensure that the Goods will be safe and used only by competent operators
 - 9.5.3 Be responsible for loss of or damage to or caused by the Goods including replacing or repairing the Goods if so required by the Owner
 - 9.5.4 Immediately give to the Owner notice in writing of any material loss of or damage to the Goods

- 9.5.5 Keep the Goods properly repaired and maintained
- 9.5.6 Allow the Owner access to inspect the Goods at all reasonable times
- 9.5.7 Allow the Owner to indicate on the Goods its ownership
- 9.5.8 Keep the Goods in the Hirer's sole possession at the Hirer's business premises (as stated on the relative invoice) unless the Hirer has obtained in advance the Owner's consent (in writing on the Owner's headed paper and signed by an authorised representative of the Owner on its behalf) to keep the Goods elsewhere but the Owner
- (a) shall be under no obligation to give such consent and
- (b) shall be entitled to make such consent subject to such conditions as the Owner in its absolute discretion decides
- 9.5.9 Keep the Goods insured in the amount of
- (a) their full replacement value (as stated in the relative Quotation) plus
- (b) a further 30% of that value to cover against loss by the Owner of hire fees in respect of the relative Goods
- with full comprehensive cover with insurers to be approved by the Owner (such approval not to be unreasonably withheld) and with the Owner's interest noted on the policy
- 9.5.10 On request provide to the Owner a copy of the policy of insurance taken out in accordance with clause 9.5.9 and the Owner shall be entitled to prevent collection of or to withhold delivery of the Goods (even for the entire duration of the Total Period) until such evidence is provided but the Hirer shall remain obliged to pay the Charges as if the Goods had been collected or delivered
- 9.5.11 On request provide to the Owner evidence that the Hirer has paid any premiums required to be paid in respect of insurance under clause 9.5.9 and if such evidence is not provided
- (a) the Owner shall be entitled to pay the premium or premiums concerned and
- (b) the Hirer shall reimburse the Owner on demand
- 9.5.12 Keep the Goods free from any distress execution or other legal process and for this purpose the Hirer shall
- (a) pay or ensure that there has been paid all rents rates charges taxes and other outgoings in respect of any property at which the Goods are kept and
- (b) produce to the Owner on demand all relevant invoices demands and receipts for all such payments
- and in default the Owner shall be entitled to pay the outgoings concerned and the Hirer shall reimburse the Owner on demand
- 9.5.13 Return the Goods to or permit collection of the Goods by the Owner
- (a) on the expiry of the Total Period or
- (b) as soon as possible upon receipt by the Hirer of a written notice from the Owner pursuant to clause 14
- in a condition consistent with the proper performance of the Hirer's obligations in these Conditions (and the Goods shall be deemed to have been returned to or collected by the Owner upon the endorsing by an authorised representative of the Owner on its behalf of a signature on the relative return note) and any expense incurred by the Owner in recovering possession of the Goods on default by the Hirer in returning or permitting collection of them pursuant to this clause 9.5.13 shall be reimbursed by the Hirer to the Owner on demand but without prejudice to the foregoing and for the avoidance of doubt the Owner shall be entitled with or without notice to the Hirer to enter upon any land or premises on or in which the Goods or any of them are or are believed to be situated

- 9.5.14 Return all Packaging Materials and in default of returning any of them the Hirer shall promptly pay the Packaging Materials Charge in respect of the unreturned Packaging Materials
- 9.6 The Buyer shall not do the following
 - 9.6.1 Remove or alter or interfere with or permit removal or alteration or interference with identification or registration numbers or marks or labels upon the Goods
 - 9.6.2 Allow the Goods to become in the opinion of the Owner in jeopardy
 - 9.6.3 Modify or alter the Goods unless the Buyer has obtained the Owner's consent in writing signed by an authorised representative of the Owner on its behalf and if the Owner provides such consent then the Hirer shall promptly pay to the Owner the Alterations Charge
 - 9.6.4 Pledge the Owner's credit on or permit any lien to be created on the Goods
 - 9.6.5 Sell assign mortgage charge or sublet the Goods (or any interest in them) or the benefit of any Contract
 - 9.6.6 Loan the Goods
 - 9.6.7 Use the Goods for private domestic purposes

10. Retention

- 10.1 The Owner is entitled but not obliged to permit Retention
- 10.2 At any time in the Original Period the Owner shall be entitled by giving notice to the Hirer to require the Hirer to return the Goods at the end of the Original Period and therefore not to permit Retention
- 10.3 By reference to the following table where Retention takes place and the number of days in the Retention Period is in a range of days listed in the first column the Owner shall be entitled by giving notice to the Hirer to require the Hirer to return the Goods thereby causing the Retention Period to terminate after such number of days as equates to that number of days which appears in the second column directly opposite that range of days

Number of days in Retention Period	Total number of days in Retention Period until termination by notice pursuant to this clause 10.3
1 – 7 days	7 days
8 – 14 days	14 days
15 – 21 days	21 days
22 – 28 days	28 days
29 – 35 days	35 days
36 – 42 days	42 days
43 – 49 days	49 days

50 – 56 days	56 days
57 – 63 days	63 days
64 – 70 days	70 days
71 – 77 days	77 days

11. Insurance claims and Owner’s losses

- 11.1 In the event of any loss of or damage to the Goods the Hirer shall
- 11.1.1 notify the Owner forthwith and
 - 11.1.2 hold any relative insurance monies in trust for the Owner (and the Hirer hereby irrevocably authorises the Owner to collect the relative insurance monies from the insurers)
- 11.2 In the event of any loss of or damage to the Goods if a claim is made against the insurers the Owner
- 11.2.1 may in its discretion conduct negotiations and effect a settlement with the insurers (and the Hirer hereby irrevocably agrees to be bound by such settlement) and
 - 11.2.2 would apply any insurance monies in its discretion as follows
 - (a) in making good the damage or
 - (b) in replacing the Goods by other similar goods to which these Conditions would apply or
 - (c) in compensating the Owner for all losses (including of potential hire charges) which it has sustained as a result of the loss of or damage to the Goods
any deficiency being made up by the Hirer upon demand
- 11.3 In the event of any loss of or damage to the Goods if no claim is made against or allowed by the insurers the Hirer shall be liable
- 11.3.1 to the Owner in respect of all loss of or damage to the Goods and
 - 11.3.2 to compensate the Owner for all losses (including of potential hire charges) which it has sustained as a result of the loss of or the damage to the Goods

12. Indemnity

As an obligation surviving termination of the relative Contract the Hirer shall indemnify the Owner in respect of any claims made against the Owner and in respect of all damages costs and expenses suffered or incurred by the Owner as a result of any third party claim

- 12.1 arising
- 12.1.1 out of the use by the Hirer of the Goods or
 - 12.1.2 out of the state or condition of the Goods upon their return to or collection by the Owner or
- 12.2 in any other way arising out of the hire by the Hirer of the Goods

13. Remedies of Buyer

- 13.1 The Hirer shall
- 13.1.1 immediately on collection or delivery inspect all Goods and

- 13.1.2 within 1 hour of collection or delivery notify the Owner in writing of any alleged defect fault shortage in quantity damage or failure to comply with description or sample in relation to such Goods and in default
 - (a) it shall be conclusively presumed
 - (i) that the Goods are in good condition and repair (except for latent defects not apparent on reasonable inspection)
 - (ii) that there is no shortage in quantity and
 - (iii) that the Goods comply with description or sample &
 - (b) the Owner shall have no liability whatever to the Hirer in respect of those Goods
- 13.2 Where the Hirer does provide written notice in accordance with clause 13.1.2 the Hirer shall on request by the Owner as soon as possible
 - 13.2.1 return to or
 - 13.2.2 permit collection by
- 13.3 If following such inspection the Owner agrees with the Hirer's complaint about the relevant Goods and (if applicable) evident damage to external packing of the Goods is subject to an endorsement on the Owner's delivery note at the time of delivery the Owner shall (without prejudice to the continued accrual of Charges throughout the Total Period) have at its sole discretion and subject to such conditions as the Owner in its absolute discretion decides (including as to payment of any consequential costs) the option
 - 13.3.1 to repair or replace the relevant Goods or
 - 13.3.2 to make up the shortage in quantity or
 - 13.3.3 to refund the Charges in respect of the relevant Goods (in consideration of the return of such Goods) up to a maximum of those applicable to 2 days of hire of those Goodsand any further liability to the Hirer in respect of those Goods or that shortage in quantity is excluded to the fullest extent permitted by law
- 13.4 The Owner shall not be liable to the Hirer for any loss arising from late delivery or short delivery of any Goods
- 13.5 The Owner shall be under no liability whatever to the Hirer for any
 - 13.5.1 indirect loss expense or damage (including loss of profit of business of anticipated savings of business opportunity or of goodwill) sustained or
 - 13.5.2 liability to third parties incurredby the Hirer arising out of a breach by the Owner of any Contract
- 13.6 The Hirer shall on request afford the Owner an opportunity on reasonable notice to inspect all Goods at any time during the Total Period
- 13.7 If the Hirer discovers a defect in the Goods the Hirer
 - 13.7.1 shall not use and
 - 13.7.2 shall not attempt to remedy repair or alter any defect found in those Goods
- 13.8 If the Hirer fails to comply with clause 13.6 and/or clause 13.7 the Goods shall be conclusively presumed to be
 - 13.8.1 in accordance with the relative Contract and
 - 13.8.2 free from any defect or damage which would be apparent on a reasonable examination of the Goods
- 13.9 Subject to clause 13.3 in the event of any breach of the Contract by the Owner the remedies of the Hirer shall be limited to damages and under no circumstances shall the liability of the Seller exceed the lower of
 - 13.9.1 the Charges for those Goods to which that breach relates or
 - 13.9.2 the amount recoverable by the Owner pursuant to its insurance policy in respect of the relative claim

13.10 The Seller shall be under no liability in respect of any Goods supplied under any Contract if the Hirer

13.10.1 did not view the Goods before ordering them or

13.10.2 has not

(a) paid in full for all outstanding Charges and

(b) notified the Owner of any defect in the Goods by no later than the next Working Day following the defect's becoming apparent

14. Owner's right to terminate Contract

The Owner may at any time upon any breach by the Hirer of any of the provisions of any Contract terminate that Contract by providing to the Hirer written notice and upon that happening

14.1 the relative Contract shall determine and the Hirer shall (without prejudice to any other right or remedy available to the Owner) pay to the Owner as and by way of agreed liquidated damages an amount equal to the Charges for the remainder of the Original Period less the net proceeds (if any) received by the Owner on re-hiring the Goods for the remainder of that period after deducting the costs and expenses of re-hire

14.2 the Hirer shall no longer be in possession of the Goods with the Owner's consent and

14.3 subject

14.3.1 to the Owner's rights

(a) to take possession of the Goods &

(b) to recover from the Hirer the recoverable losses of the Owner (including liquidated damages pursuant to clause 14.1) &

14.3.2 to any of the Hirer's pre-existing liabilities to the Owner

neither party to that Contract shall have rights against the other

15. Insolvency of Hirer

15.1 If

15.1.1 the Hirer fails to make payment of any of the Charges in accordance with the Contract or commits any other breach of the Contract or

15.1.2 any distress or execution is levied upon any of the Hirer's goods or

15.1.3 the Hirer calls or suffers to be called a meeting with or offers to make any arrangement with its creditors (or any of them) or

15.1.4 any bankruptcy petition (or application for an interim order) is presented by or against the Hirer or

15.1.5 the Hirer is unable to pay its debts as they fall due or

15.1.6 any resolution or petition to wind up the Hirer (other than for the purpose of amalgamation or reconstruction without insolvency) is passed or presented or

15.1.7 a receiver administrator administrative receiver or manager is appointed over the whole or any part of the Hirer's business or assets or

15.1.8 the Hirer suffers any analogous proceedings under foreign law to those set out in this clause 15.1

all sums outstanding in respect of the Charges shall become payable immediately

15.2 The Owner may in its absolute discretion and without prejudice to any other rights which it may have suspend all future hire to the Hirer of Goods and/or terminate the Contract without liability on its part

16. Data protection

16.1 The Hirer acknowledges and agrees

16.1.1 that the Owner may search the Hirer's records at credit reference agencies

16.1.2 that details of the Hirer's name address and payment record may be submitted

(a) to a credit reference agency

(b) to debt collecting agents &

(c) to any proposed assignee transferee or chargee of any Contract (or of the Owner's interest in the same) or their insurers or advisers and

16.1.3 that personal data will be processed by and on behalf of the Owner

- 16.2 The Owner will maintain reasonable technical and organisational measures to minimise the risk
- 16.2.1 of any unauthorised or unlawful processing or
 - 16.2.2 of any loss destruction or unauthorised disclosure
- of personal data having regard to the nature of the personal data to be protected but any liability on the part of the Owner for any and all liability loss damage and cost incurred by the Hirer as a result of any such unauthorised or unlawful processing or of any such loss destruction or unauthorised disclosure of personal data is excluded to the fullest extent permitted by law

17. Force majeure

- 17.1 Save for the Hirer's obligation of payment under clause 3 neither party shall be liable for any default due to any act of God war civil disturbance malicious damage strike lockout industrial action fire flood drought extreme weather conditions pandemic compliance with any law or governmental order rule regulation direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event")
- 17.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event
- 17.3 Such notice shall specify details of the circumstances giving rise to the Force Majeure Event

18. Third party rights

The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to the Contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the Contract

19. Notices

- 19.1 Any notice under or in connection with the Contract shall be in writing and shall be served
- 19.1.1 by hand or
 - 19.1.2 by first class post or
 - 19.1.3 by recorded delivery or
 - 19.1.4 by facsimile or
 - 19.1.5 by e-mail
- at or to the address or facsimile number of the party set out in the Contract or at or to such other address or facsimile number as may be subsequently notified by one party to the other from time to time
- 19.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served
- 19.2.1 if delivered by hand when left at the address cited in clause 19.1
 - 19.2.2 if sent by first class post three days after posting and
 - 19.2.3 if sent by recorded delivery facsimile or e-mail when received

20. Miscellaneous

- 20.1 General
- In the Conditions
- 20.1.1 references to clauses are to clauses of the Conditions
 - 20.1.2 words importing gender include each other gender
 - 20.1.3 references to persons include bodies corporate firms and unincorporated associations
 - 20.1.4 the singular includes the plural and vice versa
 - 20.1.5 clause headings are included for the convenience of the Owner and the Hirer only and do not affect the interpretation of the Conditions
 - 20.1.6 references to all or any part of any statute or statutory instrument include any statutory amendment modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it

- 20.1.7 the words
- (a) "include" "includes" "including" "in particular" and "such as" are to be construed as if they were immediately followed by the words "without limitation" &
 - (b) "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them or succeeding them
- 20.1.8 a reference to "writing" or "written" includes E-mail and
- 20.1.9 to the extent of any inconsistencies between
- (a) this document and
 - (b) any special terms and conditions agreed in writing by the Owner and signed by an authorised representative of the Owner on its behalf
- the latter shall prevail
- 20.2 Severance
Any provision of the Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Contract
- 20.3 Waiver
- 20.3.1 No waiver or forbearance by the Owner (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future
- 20.3.2 A waiver of any right under these Conditions or under any Contract shall only be effective if it is in writing and that waiver shall only apply to the party to whom the waiver is addressed and to the circumstances for which it is given
- 20.4 Sub-contracting
The Owner may licence or sub-contract all or any part of its rights and obligations under the Contract without the Hirer's consent but the Hirer may only do so with the Owner's consent in writing signed by an authorised representative of the Owner on its behalf
- 20.5 Assignment
The Hirer may assign the benefit of the Contract without the Hirer's consent but the Hirer may only do so with the Owner's consent in writing signed by an authorised representative of the Owner on its behalf
- 21. Proper law of contract**
- 21.1 The Contract (and any non-contractual dispute or claim arising out of it) is subject to the law of England and Wales
- 21.2 All disputes arising out of the Contract (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England and Wales

The Hirer has read and accepts the above the above Terms & Conditions of Propaganda (UK) Limited

The person signing below for & on behalf of the Hirer is duly authorised by the Hirer to sign on its behalf the above Terms & Conditions