



## **Audioserv LTD Terms of Hire & Production Services**

Audioserv Ltd is incorporated and registered in England and Wales with company number 05219024 whose registered office is at 1 Felnax Close, Leeds, West Yorkshire, LS9 0SR.

### **AGREED TERMS**

#### **1. INTERPRETATION**

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

##### **1.1 Definitions.**

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

**Commencement Date:** the date that the Customer takes Delivery of the Equipment.

**Delivery:** the transfer of physical possession of the Equipment to the Customer at the Site.

**Deposit:** the deposit amount set out in Schedule 1.

**Equipment:** the items of equipment listed in [Schedule 2](#), all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Long Term Hire:** any hire period over 30 days

**Payment Schedule:** Schedule 1, which sets out the sums payable under this agreement.

**Site:** the Customer's business premises or such other location as notified to Audioserv in writing by the Customer.

**Rental Payments:** the payments made by or on behalf of Customer for hire of the Equipment.

**Rental Period:** the period of hire as set out in [Clause 3](#) (Rental Period).

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

**VAT:** value added tax chargeable in the UK.

**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 representatives, successors and permitted assigns.

**1.4** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

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

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

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

**1.8** A reference to a statute or statutory provision is a reference to it as is in force as at the date of this agreement.

**1.9** 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.

**1.10** A reference to **writing** or **written** includes e-mail.

**1.11** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

**1.12** 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.

**1.13** 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.

**1.14** 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** Audioserv shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.



2.2 Audioserv shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

### **3. Rental Period**

The Rental Period starts on the Commencement Date and shall continue, unless terminated earlier in accordance with *Clause 10* (Termination), for the period set out in the quotation.

### **4. Rental Payments and Deposit**

4.1 The Customer shall pay the Rental Payments to Audioserv in accordance with Schedule 1.

4.2 The Rental Payments shall be paid in pounds sterling and shall be made by bank transfer.

4.3 The Rental Payments are inclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.4 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).

4.5 If the Customer fails to make a payment due to Audioserv under this agreement by the due date, then, without limiting Audioserv's remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. 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%.

4.6 The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Customer shall, on the agreed date pay a deposit to Audioserv. If the Customer fails to make any Rental Payments in accordance with Schedule 1 or causes any loss or damage to the Equipment (in whole or in part), Audioserv shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Audioserv 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.



## 5. Delivery and installation

- 5.1 Delivery of the Equipment shall be made by Audioserv. Audioserv shall use reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 (Title, risk and insurance) of this agreement.
- 5.2 Audioserv shall at the Customer's expense install the Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer 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 Audioserv, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.3 To facilitate Delivery and installation, the Customer 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.

## 6. Title, risk and insurance

- 6.1 The Equipment shall at all times remain the property of Audioserv, and the Customer 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).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of The Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Audioserv. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Audioserv 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 Audioserv 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 Audioserv may from time to time consider reasonably necessary and advise to the Customer.

6.3 All insurance policies procured by the Customer shall be endorsed to provide Audioserv 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 Audioserv's request name Audioserv on the policies as a loss payee in relation to any claim relating to the Equipment. the Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

6.4 The Customer shall give immediate written notice to Audioserv in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

6.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, Audioserv 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 Customer.

6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Audioserv and proof of premium payment to Audioserv to confirm the insurance arrangements.

## **7. Customer's responsibilities**

7.1 The Customer 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 Audioserv;
- (b) take such steps (including compliance with all safety and usage instructions provided by Audioserv) 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) 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;

- (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Audioserv unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Audioserv immediately upon installation;
- (e) keep Audioserv fully informed of all material matters relating to the Equipment;
- (f) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Audioserv's prior written consent;
- (g) permit Audioserv or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant access and facilities for such inspection;
- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Audioserv, together with such additional information as Audioserv may reasonably require;
- (i) not, without the prior written consent of Audioserv, 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;
- (j) not without the prior written consent of Audioserv, 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 Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Audioserv 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 the right, title and/or interest of Audioserv in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Audioserv 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 Audioserv of

any rights such person may have or acquire in the Equipment and a right for Audioserv to enter onto such land or building to remove the Equipment;

- (l) 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 Customer shall notify Audioserv and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Audioserv on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (m) not use the Equipment for any unlawful purpose;
- (n) ensure that at all times the Equipment remains identifiable as being Audioserv's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (o) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as Audioserv requires, or if necessary, allow Audioserv or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- (p) inform Audioserv of all health and safety and security requirements that apply at any of the Customer's premises;
- (q) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Audioserv to perform its duties under this agreement, including in relation to the installation of Audioserv's equipment;
- (r) not do or permit to be done anything which could invalidate the insurances referred to in clause 6(Title, risk and insurance).

7.2 The Customer acknowledges that Audioserv 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 Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Audioserv 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 Customer to comply with the terms of this agreement.

7.3 If Audioserv's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Audioserv shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.



## **8. Warranty**

- 8.1 Audioserv warrants that the Equipment shall substantially conform to its specification (as made available by Audioserv) and be of satisfactory quality and fit for any purpose held out by Audioserv.
- 8.2 If the Equipment has been rented by the Customer for Long Term Hire, Audioserv shall use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within three (3) months from Delivery, provided that:
- (a) the Customer notifies Audioserv of any defect in writing immediately.
  - (b) Audioserv is permitted to make a full examination of the alleged defect;
  - (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Audioserv's authorised personnel;
  - (d) the defect did not arise as a result of the Customer failing to operate and maintain the Equipment in accordance with the operating instructions provided by Audioserv;
  - (e) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
  - (f) the defect is directly attributable to defective material, workmanship or design.
- 8.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Audioserv, the Customer shall be entitled only to such warranty or other benefit as Audioserv has received from the manufacturer.
- 8.4 If Audioserv fails to remedy any material defect in the Equipment in accordance with clause 8.1, the Customer may terminate this agreement with immediate effect by giving written notice to Audioserv, without affecting any other right or remedy available to either party.

## **9. Limitation of Liability**

- 9.1 The restrictions on liability in this clause 9 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.
- 9.2 Subject to clause 9.3, Audioserv's total liability to the Customer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed 50% of the amount paid by the Customer to Audioserv under this Agreement.





- 9.3 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;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973.
- 9.4 This agreement sets forth the full extent of Audioserv's obligations and liabilities in respect of the Equipment and its hiring to the Customer. 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 Audioserv 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.
- 9.5 Subject to clause 9.3, the following types of loss are wholly excluded by the parties:
- (a) loss of profit;
  - (b) loss of sales or business;
  - (c) loss of revenue
  - (d) loss of business
  - (e) loss of agreements or contracts;
  - (f) loss of anticipated savings;
  - (g) loss of use or corruption of software, data or information;
  - (h) loss of or damage to goodwill; and
  - (i) indirect or consequential loss or damage

in each case, however caused, even if foreseeable.

## **10. Termination**

- 10.1 Without affecting any other right or remedy available to it, Audioserv may terminate this agreement with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

- (b) the Customer 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 period of 14 days after being notified in writing to do so;
- (c) the Customer 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 Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of 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;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (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 the Customer (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Customer (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 the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
- (j) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;



- (k) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(d) to clause 10.1(j) (inclusive); or
- (l) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 For the purposes of clause 10.1(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 Audioserv would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 7,

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.

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

## 11. Consequences of termination

11.1 Upon termination of this agreement, however caused:

- (a) Audioserv's consent to the Customer's possession of the Equipment shall terminate and Audioserv may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Audioserv on demand:
  - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5;
  - (ii) any costs and expenses incurred by Audioserv in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
  - (iii) all Rental Payments which would have otherwise fallen due under this agreement, but for termination and subject to Clause 11.1(c).
- (c) In the event that the Customer cancels the contract, then the Customer shall pay a Cancellation Payment as calculated below:

- (i) If the contract is cancelled more than 30 days prior to commencement of the hire period, there will not be a Cancellation Payment;
- (ii) If the contract is cancelled less than 30 days, but more than 14 days, prior to commencement of the hire period, the Cancellation Payment will be 25% of the total sums payable under the hire contract;
- (iii) If the contract is cancelled less than 14 days, but more than 7 days, prior to commencement of the hire period, the Cancellation Payment will be 50% of the total sums payable under the hire contract;
- (iv) If the contract is cancelled less than 2 days prior to commencement of the hire period, the Cancellation Payment will be the entire sums payable under the hire contract.

11.2 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.

11.3 For the avoidance of doubt, if the contract is terminated prior to the commencement of services but after payment of the deposit, Audioserv shall be entitled to retain the deposit in full without refund and the deposit shall be applied against any other sums which are otherwise payable by the Customer under this agreement.

## 12. Force majeure

12.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;



(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

(i) interruption or failure of utility service.

12.1 Provided it has complied with Clause 12.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.2 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks the party not affected by the Force Majeure Event may terminate this agreement by giving one week's written notice to the Affected Party.

### **13. Confidential information**

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, the 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 13.2.

13.2 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 13; and

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

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

#### **14. Assignment and other dealings**

14.1 This agreement is personal to the Customer 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.

14.2 Audioserv may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

#### **15. Entire agreement**

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

15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### **16. Variation**

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

#### **17. No partnership or agency**

17.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



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

## **18. Third party rights**

18.1 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.

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

## **19. Notices**

19.1 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 normal email used for communication between the parties.

19.2 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 19.2(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.

19.3 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. 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.

## **21. Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **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.

## **25. 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.

## **26. 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 at the beginning of it.





Signed for and on behalf of  
Audioserv

.....

Signed for and on behalf of  
the Customer

.....



## **SCHEDULE 1**

### **1. PAYMENT SCHEDULE Fixed price:**

1.1 The total rental payments for the hire are: £[AMOUNT].

1.2 The fixed price is calculated as follows: [INCLUDE CALCULATION METHOD, IF APPROPRIATE].

1.3 A deposit of £[ ] is payable on the Commencement Date.

## **SCHEDULE 2**

### **EQUIPMENT SCHEDULE**