



1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in the Contract.

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.

Contract: means a contract which incorporates these conditions and made between the Supplier and the Customer for the hire of the Equipment;

Customer: the person, firm, company or other organisation hiring the Equipment from the Supplier

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

Deposit: the deposit amount set out in the Payment Schedule.

Equipment: the items of equipment listed in Schedule 1, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Payment Schedule: Schedule 2 which sets out the sums payable under the Contract.

Services: the services (if any) to be performed by the Supplier or the Supplier's agent or subcontractor in conjunction with the hire of the Equipment including any delivery and/or collection service in respect of the Equipment listed in Schedule 1.

Site: the location at which the Customer agrees to keep the Equipment as specified in Schedule 1.

Rental Payments: the payments made by or on behalf of Customer for hire of the Equipment as specified at Schedule 2.

Rental Period: the period of hire as set out in Schedule 1.

Supplier: Bull Products Limited (registered in England and Wales under company number 08587906) whose registered office is at Beacon House 4 Beacon Road, Rotherwas Industrial Estate Hereford, HR2 6JF and will include its employees, servants, agents and/or duly authorised representatives.

Total Loss: the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurers, damaged beyond repair, lost, stolen, seized or confiscated.



VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 References to clauses and schedules are to the clauses and schedules of the Contract and references to paragraphs are to paragraphs of the relevant schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



2. EQUIPMENT HIRE

- 2.1 The Supplier shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of the Contract.
- 2.2 The Supplier shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.
- 2.3 Equipment is hired subject to it being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Equipment being unavailable for hire where the Equipment is unavailable due to circumstances beyond the Supplier's control.

3. RENTAL PERIOD

- 3.1 The Rental Period starts on the Commencement Date and shall continue for a period as specified in Schedule 1 unless the Contract is terminated earlier in accordance with its terms.
- 3.2 Where hire of the Equipment is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Rental Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Equipment is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Equipment to the Supplier on the final day of the 3 month Rental Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

4. RENTAL PAYMENTS AND DEPOSIT

- 4.1 The Customer shall pay the Rental Payments to the Supplier in accordance with and in the manner set out in the Payment Schedule.
- 4.2 The Rental Payments are exclusive 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.



- 4.3 All amounts due under the Contract 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).
- 4.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 11, the Customer shall pay interest on the overdue amount at the rate of 10% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.5 The Supplier reserves the right to request a Deposit from the Customer. 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. If required, the Customer shall, on the date of the Contract, pay a deposit in the sum set out in the Payment Schedule to the Supplier. If the Customer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Supplier 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 the Supplier. The Supplier shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6.
- 5.2 The Supplier shall at the Customer's expense, chargeable to the Customer at the rates specified at Schedule 1, 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 the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

- 5.3 The personnel providing Services are deemed to be servants of the Customer. Once the Customer instructs such personnel they are deemed to be under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to such personnel and for any claims, losses and damages which result due to the personnel following such instructions, guidance and/or advice other than where the Services are adjudged by a court to have been performed negligently.
- 5.4 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 including the materials, facilities, access and working conditions specified in Schedule 1.
- 5.5 If any Services are delayed, postponed or cancelled as a result of the Customer's breach of any of its obligations under these conditions, the Customer shall be liable to pay the Supplier's additional standard charges that apply for such delay, postponement or cancellation.

6. TITLE, RISK AND INSURANCE

- 6.1 The Equipment shall at all times remain the property of the Supplier, 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 the Contract).
- 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 the Supplier. 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 the Supplier may from time to time nominate in writing;



- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier 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 the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier 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 the Supplier 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 the Contract, the Supplier 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 the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.
- 7. CUSTOMER'S RESPONSIBILITIES**
- 7.1 If specified under the terms of Schedule 3 of the Contract the Customer shall prior to or on commencement of the Rental Period and as a condition of the Contract make available to the Supplier or the Supplier's agent or subcontractor the numbers and class of the Customer's staff as required by the Supplier to be trained (all at once and at the same time) in the use of the Equipment as more particularly specified in Schedule 3 and additionally to provide such staff or additional staff with refresher



training (all at once and at the same time) in the use of such Equipment. The cost of such training will be charged to the Customer at the rates specified in Schedule 1.

7.2 The Customer shall during the term of the Rental Period:

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier such staff having read and understood the same.
- (b) take such steps (including compliance with all safety and usage instructions provided by the Supplier) 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 except to replace batteries or defibrillating pads and 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 the Supplier immediately upon installation;
- (e) keep the Supplier fully informed of all material matters relating to the Equipment;
- (f) at all times keep the Equipment in the possession or control of the Customer and keep the Supplier informed of its location;
- (g) permit the Supplier 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 reasonable access and facilities for such inspection;



- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require;
- (i) not, without the prior written consent of the Supplier, 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 the Supplier, 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 the Supplier 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 the Supplier 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 the Supplier may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier 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 the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier 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 the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
 - (o) deliver up the Equipment from time in order for the Supplier to perform any required servicing and maintenance during the Rental Period and at the end of the Rental Period or on earlier termination of the Contract at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of inspecting or removing the Equipment and to these ends the Supplier will notify the Customer of any damage to the Equipment within 2 Business Days of such inspection; and
 - (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 6.
- 7.3 The Customer acknowledges that it shall 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, including accidental or intentional discharge of a fire extinguisher other than in the case of a genuine emergency and the Customer undertakes to indemnify the Supplier 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 the Contract.

8. SUPPLIER'S RESPONSIBILITIES

- 8.1 The Supplier shall during the term of the Rental Period at its own cost subject at all time to the provisions of clause 7:
- (a) as often as the Supplier may determine to be necessary and, having regard to the recommendations of the manufacturer or supplier of the Equipment, to carry out routine servicing and maintenance and all repairs to the Equipment which are due to fair wear and tear and/ or an inherent fault in the Equipment;
 - (b) prior to the expiry of any consumable parts of the Equipment (i.e. those parts that are issued with an expiry date by the manufacturer or supplier of the Equipment) to replace such parts; and



- (c) as and when software upgrades are made available to the Supplier by the manufacturer or supplier of the Equipment, uses its reasonable endeavours to attend the Site and upload such software upgrades.

9. WARRANTY

9.1 The Supplier warrants that the Equipment shall substantially conform to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) months from Delivery, provided that:

- (a) the Customer notifies the Supplier of any defect in writing within ten (10) Business Days of the defect occurring or of becoming aware of the defect;
- (b) the Supplier 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 the Supplier's authorised personnel;
- (d) 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
- (e) the defect is directly attributable to defective material, workmanship or design.

9.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.

9.3 If the Supplier fails to remedy any material defect in the Equipment in accordance with clause 9.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Equipment subject to the Defect and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement.

10. LIABILITY

10.1 Without prejudice to clause 10.2, the Supplier's maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its employees, agents



and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed 5 times the amount of the Rental Payment during the Rental Period or the sum of £1,000 whichever is the higher.

10.2 Nothing in the Contract shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

10.3 The Contract sets forth the full extent of the Supplier'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 the Supplier except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

10.4 Without prejudice to clause 10.2, neither party shall be liable under the Contract for any:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business; or
- (d) indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;



- (b) the Customer commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- (c) the Customer repeatedly breaches any of the terms of the Contract 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 the Contract;
- (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 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) 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;
- (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);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the 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 the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (k) 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;



- (l) 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 11.1(d) to clause 11.1(k) (inclusive);
 - (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.2 The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

12. CONSEQUENCES OF TERMINATION

- 12.1 Upon termination of the Contract, however caused:
- (a) the Supplier's consent to the Customer's possession of the Equipment shall terminate and the Supplier 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 the Supplier 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 4.4;
 - (ii) any costs and expenses incurred by the Supplier in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 12.2 Upon termination of the Contract pursuant to clause 11.1, any other repudiation of the Contract by the Customer which is accepted by the Supplier or pursuant to clause 11.2, without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier 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, and (provided that the



Rental Period exceeds one month) less a discount for accelerated payment at the percentage rate set out in the Payment Schedule.

- 12.3 The sums payable pursuant to clause 12.2 shall be agreed compensation for the Supplier's loss and shall be payable in addition to the sums payable pursuant to clause 12.1(b). Such sums may be partly or wholly recovered from any Deposit.
- 12.4 Termination or expiry of the Contract 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.

13. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Contract by giving 28 days' written notice to the affected party.

14. CONFIDENTIAL INFORMATION

- 14.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2 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 the Contract. 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 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



14.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. GENERAL

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

15.3 Each party acknowledges that in entering into the Contract 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 the Contract.

15.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

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

15.6 No one other than a party to the Contract shall have any right to enforce any of its terms.

15.7 No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

15.8 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.



- 15.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.10 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.11 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).