



	<p>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 repairing 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> <p>12.2.16. not do or permit to be done anything which could invalidate the insurances referred to in clause 9.</p> <p>12.3. If the Supplier's performance of any of its obligations in respect of the Services and/or Hire Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):</p> <p>12.3.1. the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services and/or Hire Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of any of its obligations;</p> <p>12.3.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations set out in this clause 12.3, and</p> <p>12.3.3. the Customer shall reimburse the Supplier on demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.</p> <p>12.4. The Customer agrees to fully cooperate with and to assist the Supplier in conducting all activities necessary for a repaired Goods' stock, withdrawal, corrective actions, notifications to all recipients, and users, governmental agencies and other instances, in accordance with applicable regulations and laws.</p> <p>12.5. 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 subcontractors the necessary details of the Customer's staff as requested by the Supplier to be trained (at one and at the same time) in the use of the Equipment as more particularly specified in Schedule 3 and additionally to provide such staff as additional staff with relevant training (at one 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.</p> <p>12.6. The Customer acknowledges that it shall be responsible for any loss 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.</p>	18.3.	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.
		19.	RETURNS
		19.1.	The Customer may return stock Goods to the Supplier on the basis that the Goods are:
		19.1.1.	Returned unused, undamaged and in the condition in which they were delivered to the Customer;
		19.1.2.	Returned in the original packaging provided by the Supplier; and
		19.1.3.	Returned to the Supplier within 28 days of them being delivered to the Customer.
			The Customer shall be responsible for the Goods until they are delivered to the Supplier.
		19.2.	Subject to clause 19.3 and providing the Goods are returned to the Supplier in accordance with the specifications above, the Supplier will issue a full credit, minus a 15% restocking fee (of the price of the returned Goods) to the Customer.
		19.3.	This returns clause does not apply to non-stock Goods which have been specifically sourced or provided by the Supplier (as they do not form part of their stocked Goods) and supplied to the Customer's order.
		20.	FORCE MAJEURE
		20.1.	For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party, failure of a utility service or transport network, act of God, war, civil commotion, malicious damage, chemical attack or warfare (including, but not limited to, biological, industrial or commercial chemicals, whether toxic or non-toxic), compliance with any law or governmental order, fire, regulation or disaster, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors, or a contagious, communicable or other similar disease or an epidemic or pandemic infection, but not limited to, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and its variants, and in each case, any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or reactions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body which affects the Supplier's performance of its obligations under the Contract).
		20.2.	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, provided it has notified the Customer of the Force Majeure Event on or around the date on which it started and the likely effect of the Force Majeure Event on the Supplier's ability to perform any of its obligations under these Conditions.
		20.3.	If a Force Majeure Event is prevailing or predicted at the date of the Contract, the Supplier will be entitled to refer under clause 20.2.1 at the date of this Contract, the Supplier had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.
		20.4.	This clause 20 does not excuse the Customer from paying sums due under the Contract.
		20.5.	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 18 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
		21.	GENERAL
		21.1.	Assignment and other dealings.
		21.1.1.	The Supplier may at any time assign, transfer, mortgage, charge, subcontract or sell in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
		21.1.2.	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, delegate a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
		21.2.	Notices.
		21.2.1.	Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first class post or other next working day delivery service, or by commercial courier, fax or e-mail.
		21.2.2.	A notice or other communication shall be deemed to have been received if it is delivered personally, when left at the address referred to in clause 21.2.1, if sent by prepaid first class post or other next working day delivery service, at 09.00 on the second Business Day after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if sent by fax or e-mail, one Business Day after transmission.
		21.2.3.	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
		21.3.	Severance.
		21.3.1.	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 or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
		21.3.2.	If any provision or part-provision of this 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.
		21.4.	Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
		21.5.	Data Protection.
		21.5.1.	Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (as amended), and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
		21.5.2.	The Supplier will process the Customer's personal data in accordance with its Privacy Policy, a copy of which is available at https://www.bulldirect.co.uk/privacy-policy/ .
		21.6.	No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
		21.7.	Third Parties. A person who is not a party to the Contract shall not have any rights or enforce its terms.
		21.8.	Variances. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
		21.9.	Governing Law. This agreement 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.
		21.10.	Jurisdiction. 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 this Contract or its subject matter or formation (including non-contractual disputes or claims).