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Terms of Business

1. DEFINITIONS

1.1 For the purpose of these Terms and unless the context requires otherwise:

“Administration Fee” means the fee set out in the Quote which is payable by the Hirer to Unique Exhibitions in accordance with clause 2.4.

“Charges” means the total of the charges as set out in the Quote and any other charges to be paid by the Hirer to Unique Exhibitions in accordance with the Terms or as otherwise agreed between the parties from time to time.

The **“Contract”** is the Contract between Unique Exhibitions and the Hirer for the hire of Equipment, which incorporates the Quote and is governed by these Terms.

“Delivery” means the Equipment arriving at the Venue.

“Delivery Date” means the date on which Delivery of the Equipment is desired as set out in the Quote and each subsequent event during the Term thereafter as agreed between the parties.

“Early Termination Fee” means the fee set out in the Quote and payable in accordance with clause 11.3.

“Equipment” covers all classes of Equipment, or replacement Equipment, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment therefor and Supplied Personnel, which Unique Exhibitions agrees to hire to the Hirer, or anything which is supplied by Unique Exhibitions to effect the hire, and anything supplied by Unique Exhibitions for the safe operation and routine inspection and maintenance of the Equipment.

“Fixed Period” means the period of time specified within the Quote.

“Force Majeure Event” means an event beyond the reasonable control of Unique Exhibitions including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Unique Exhibitions or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions, default of suppliers or subcontractors or the actions of any Venue or its employees, agents or subcontractors including but not limited to the cancellation of an event for which the Equipment is hired;

The **“Hire Period”** shall commence from each respective Delivery Date and shall continue until the Equipment is received back at the Premises.

The **“Hirer”** is the business taking Unique Exhibitions' Equipment on hire as detailed within the Quote and includes their successors or personal representatives.

“Installation” means the installation of the Equipment at the Venue by Supplied Personnel.

“Payment Terms” means the terms in accordance with which the Hirer shall pay the charges to Unique Exhibitions as set out within the Quote.

“Premises” means the location at which the Equipment is situated throughout the Storage Periods from which it shall be transported to the Venue.

The **“Quote”** is Unique Exhibitions' Quote form within which these Terms are incorporated and which will include details of the Equipment to be hired, the Hire Period, relevant Charges and any supplementary conditions to be incorporated into the Contract.

“Stand Specification” means the specification for the Equipment as detailed in the Quote.

“Storage Costs” means the cost set out in the Quote.

“Storage Period” means any period of time throughout the Term that is not a Hire Period and during which the Equipment is being stored by Unique Exhibitions.

“Supplied Personnel” means the personnel supplied by Unique Exhibitions to the Hirer in connection with the Equipment.

“Term” means the Fixed Period and the time during which the provisions of this Contract remain in force thereafter.

“Terms” means these terms and conditions of business.

A **“Working Day”** shall be any day except weekends and public bank holidays in England.

“Writing” means by email, pre-paid or recorded delivery or facsimile transmission.

The **“Venue”** means the exhibition venue at which the Hirer elects for the Equipment to be delivered as set out in the Quote or otherwise agreed between the parties for subsequent or additional events within the Term.

2. DELIVERY, ACCEPTANCE AND HIRE PERIOD

2.1 Unique Exhibitions has prepared the Quote and prior to Delivery, the Hirer shall communicate its agreement to the Quote in Writing by signing and returning the attached acceptance form. The person who signifies agreement of the Quote warrants that they are duly authorised on behalf of the Hirer to enter into the Contract and personally guarantees and indemnifies Unique Exhibitions against any and all liabilities incurred in accordance with this Contract.

2.2 In the event that the Quote has not been agreed in Writing, the Hirer's continued instructions to Unique Exhibitions to manufacture and Deliver the Equipment shall be deemed acceptance of these Terms by the Hirer.

2.3 Where the Equipment comprises of a bespoke or modular stand Unique Exhibitions shall design and manufacture it in accordance with the Stand Specification as determined by Unique Exhibitions such that it is suitable for the event first specified in the Quote. Unique Exhibitions cannot guarantee that the Equipment shall be suitable for subsequent events for which it is intended to be used by the Hirer and the Hirer consequently accepts that modifications made be required in future. Where the Hirer requires any

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modifications to the Stand Specification for any event throughout the Term, it agrees and acknowledges that Unique Exhibitions may charge additionally.

- 2.4 Time is of the essence for compliance by the Hirer with any deadlines specified by Unique Exhibitions and in the event of any such failure by the Hirer to comply with a deadline, Unique Exhibitions reserves the right to charge an Administration Fee to compensate it for inconvenience, disruption and delay.
- 2.5 Unique Exhibitions shall use its reasonable endeavours to make Delivery on the Delivery Date but for the avoidance of doubt time is not of the essence and Unique Exhibitions shall not be liable to the Hirer in the event of any delay caused by a Force Majeure Event or through the fault, neglect, default or delay of the Hirer. During the Hire Period the Hirer must not relocate the Equipment from the Venue.
- 2.6 During each Storage Period throughout the Term, the Hirer shall pay the Storage Costs to Unique Exhibitions. Where a Storage Period is less than one month, the Storage Costs for that Storage Period shall be calculated on a pro rata basis.

3 USE AND MAINTENANCE

- 3.1 The Hirer shall be responsible for the unobstructed access and egress to and from the Venue and for facilitating Unique Exhibitions' unloading and loading of the Equipment at the Venue (or ensuring that the Venue facilitates the same); and any Supplied Personnel for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Equipment be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 8) who shall be solely responsible for all claims arising in connection with unloading and/or loading of the Equipment by, or with the assistance of, such personnel.
- 3.2 Unless notification in Writing to the contrary is received by Unique Exhibitions from the Hirer in the case of Equipment supplied within one Working Day of the arrival of the Equipment at the Venue (and written notice to be received within three Working Days of the arrival of the Equipment at the Venue) the Equipment shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with Terms and to the Hirer's satisfaction, provided that where Installation is required, the periods stated above shall be calculated from the date of Installation.
- 3.3 The Hirer shall be responsible for the safe keeping of the Equipment, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with Unique Exhibitions' recommendations ('Recommendations'). The Hirer must ensure that Unique Exhibitions may collect the Equipment at the end of the relevant Hire Period and that it may be collected in equal good order as it was in at Delivery (fair wear and tear excepted). The Hirer must ensure that everyone who uses the Equipment has been properly instructed in its safe and proper operation and has read the Recommendations.
- 3.4 The Hirer is responsible for ensuring that it or any other third party (including but not limited to any Venue, or its employees, agents or subcontractors) must without exception:
- (a) move any Equipment provided by Unique Exhibitions in a flight case and in that flight case return all cables, rigging hardware and chain hoists and any other equipment in the exact conditions as supplied with the respective Equipment. Unique Exhibitions may,

at its absolute discretion, apply handling charges for breach of this clause;

- (b) ensure that all channel marking tape must be removed from control desks immediately after use and that no food or drink comes on, over, above or in close proximity to control desks or any other electronic equipment. Under no circumstances must control desks or any other electronic equipment be used outdoors without adequate protection from the elements, including humidity or condensation when equipment is to be left outdoors overnight, electronic equipment must be left powered up and adequately supervised;
- (c) keep all Equipment in a clean, dry, dust free environment for the Hire Period;
- (d) upon the completion of the Hire Period, clean and where necessary, decontaminate the Equipment.
- The Hirer shall be liable on demand for any costs, liabilities and expenses incurred by Unique Exhibitions should the Hirer fail to comply with this clause.
- 3.5 The Hirer warrants that it will not employ or otherwise use the Equipment on any illegal or unlicensed event. Should Unique Exhibitions in its reasonable opinion suspect that the Hirer is in breach of this clause it reserves the right to inform the police and any other relevant statutory authority and present details of the Hirer to them.
- 3.6 The Hirer shall at all times take all reasonable steps to keep himself acquainted with the state and condition of the Equipment. If such Equipment is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.
- 3.7 Any inspection report required under relevant legislation, or a copy thereof, shall be supplied by Unique Exhibitions, if requested by the Hirer, and returned on completion of the Hire Period.
- 3.8 The Hirer shall at all reasonable times allow Unique Exhibitions, his agents or his insurers to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day.
- 3.9 If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to Unique Exhibitions by telephone and confirmed in Writing to Unique Exhibitions no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify Unique Exhibitions, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without Unique Exhibitions' prior written permission.

4 GROUND AND VENUE CONDITIONS

- 4.1 The Hirer is deemed to have knowledge of the Venue and the Hirer warrants that the condition of the Venue is suitable for the use of such Equipment.
- 4.2 If, in the opinion of Unique Exhibitions or the Hirer, the ground of the Venue (including any private access road or track) is soft or unsuitable for the Equipment to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support or be in breach of any applicable health and safety legislation or applicable regulations, Unique Exhibitions shall supply and lay suitable timbers or equivalent support ('Support') in a suitable position for the Equipment to travel over, work on, be transported over, be erected or dismantled on, or used in accordance with the applicable health and safety



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legislation or regulation including for the purpose of delivery and collection. Unique Exhibitions may at its discretion charge the Hirer additionally for any Support required.

- 4.3 Any Support supplied by Unique Exhibitions is provided solely to assist the Hirer under their duties within this clause 4 and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Equipment.
- 4.4 The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the Venue and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

5 SUPPLIED PERSONNEL

- 5.1 When the Equipment is accompanied by Supplied Personnel, Unique Exhibitions shall ensure that such Supplied Personnel are competent in installing and operating the Equipment or for such purpose for which they are supplied and such Supplied Personnel shall be under the direction and control of the Hirer. Such Supplied Personnel shall for all purposes in connection with their employment in the working of the Equipment be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 8) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Equipment by the Supplied Personnel.
- 5.2 Supplied Personnel shall not operate anything other than the Equipment for which they are supplied as set out in the Quote or as agreed for subsequent events unless previously agreed in Writing between Unique Exhibitions and the Hirer.
- 5.3 When Unique Exhibitions supplies Supplied Personnel, the Hirer shall not allow any other person to operate such Equipment without Unique Exhibitions' prior written consent.

6 CHARGES

- 6.1 The Charges payable under this Contract are set out in the Quote and unless otherwise specified in the invoice the Hirer shall pay the Charges to Unique Exhibitions in accordance with the Payment Terms. Time shall be of the essence in respect of the payment of Charges.
- 6.2 The Charges as set out in the Quote are exclusive of VAT. Where applicable VAT shall be payable in addition to the Charges at the rate or rates for the time being in force.
- 6.3 The Hirer agrees and acknowledges that where payment of Charges has been made to Unique Exhibitions and Unique Exhibitions is unable to perform its obligations under these Terms by virtue of a Force Majeure Event, that Unique Exhibitions shall not be required to reimburse the Hirer with any such Charges.
- 6.4 Unique Exhibitions reserves the right to charge the Hirer for the late payment of any outstanding Charges under the Late Payment of Commercial Debts Regulations 2013, or any subsequent legislation.

7 BREAKDOWN, REPAIRS AND ADJUSTMENT

- 7.1 Any breakdown or the unsatisfactory working of or damage to any part of the Equipment must be notified by the Hirer immediately to Unique Exhibitions, and confirmed in Writing. Any claim for breakdown time will only be considered from the time and date at

which written notification is received and acknowledged by Unique Exhibitions.

- 7.2 Unique Exhibitions does not warrant that the Equipment shall be suitable for use at all subsequent events within the Term and where the Equipment required adjustments to be made for a subsequent event for reasons including but not limited to the size of exhibition space, Unique Exhibitions shall be entitled to charge additionally to perform any such adjustments at its standard scale of charges.
- 7.3 Charges will not be charged to the Hirer for any stoppage due to breakdown of the Equipment caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract. In the event that the Equipment becomes temporarily unusable or unavailable in accordance with this clause, Unique Exhibitions shall make available replacement Equipment (not necessarily of the same type and age) for collection by the Hirer within 48 hours (or as soon after that as is practicable) after the receipt of notification from the Hirer requesting replacement Equipment.
- 7.4 The Hirer shall not, repair, modify, interfere with or alter the Equipment without the prior written permission of Unique Exhibitions. In particular, cables must not be cut and plugs and sockets must not be rewired and identification marks or plates affixed to the Equipment must not be interfered with by the Hirer. Any Equipment found to have been repaired, modified, interfered with or altered in breach of this clause will be charged at replacement cost to the Hirer.
- 7.5 The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Equipment due to the Hirer's negligence, misdirection or misuse of the Equipment, whether by the Hirer or his servants, and for the continued payment of the Charges during any such period of breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and/or repairs in such circumstances.
- 7.6 No claims will be admitted for stoppages through causes outside Unique Exhibitions' control, including but not limited to bad weather and/or ground conditions nor shall Unique Exhibitions be responsible for the cost or expense of recovering any Equipment from soft or unsuitable ground, or a hazardous environment or caused by a Force Majeure Event. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Equipment from soft or unsuitable ground or a hazardous environment.
- 7.7 Each item of Equipment specified in the Quote is hired as a separate unit and the breakdown or stoppage of one or more units (whether the property of Unique Exhibitions or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Equipment working in conjunction therewith, provided that where two or more items of Equipment are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.
- 7.8 If during the Hire Period Unique Exhibitions decides that urgent repairs to the Equipment are necessary then it may arrange for such repairs to be carried out on Venue or at any location of its nomination and if available Unique Exhibitions shall be required to replace the Equipment with similar equipment.

8 HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE



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- 8.1 For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 3, 5 and 7 of these Terms.
- 8.2 The Hirer shall indemnify and keep indemnified Unique Exhibitions and hold Unique Exhibitions harmless against all loss of or damage to the Equipment from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 5, and shall also fully and completely indemnify Unique Exhibitions and any Supplied Personnel against all losses, costs, damages and expenses in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the continuance of the Term, and in connection therewith, whether arising under statute or common law and for which Unique Exhibitions is not insured.

9 INSURANCE

- 9.1 Unique Exhibitions shall throughout the Term (without prejudice to any liability of the Hirer to Unique Exhibitions) take responsibility for insuring the Equipment (including any replacement Equipment provided under these Terms) at its own expense.
- 9.2 If the Hirer takes out a policy of insurance in respect of the Equipment to cover the Hire Period it shall notify its insurers that the Equipment is on hire from Unique Exhibitions and request the insurers to endorse a note of Unique Exhibitions' interest on the policy of insurance naming Unique Exhibitions as loss payee.
- 9.3 Where any event or accident occurs which is a risk covered by the Hirer's insurance, the Hirer shall immediately notify Unique Exhibitions and:
- (a) not compromise any claim without the consent of Unique Exhibitions;
 - (b) indemnify Unique Exhibitions against all loss or damage to the Equipment not recoverable under the policy of insurance;
 - (c) allow Unique Exhibitions to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, or loss of or damage to the property of the Hirer); and
 - (d) at the expense of the Hirer, take such proceedings (in the sole name of the Hirer or jointly with Unique Exhibitions) as Unique Exhibitions shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for Unique Exhibitions and paying or applying the same as Unique Exhibitions directs and as provided in these Terms.
- 9.4 Unique Exhibitions has the right to repair or have repaired the Equipment which suffers damage (and not a total loss), but if Unique Exhibitions does not choose to do so, the Hirer is liable at its own expense (but subject to any insurance proceeds) to reinstate or repair it and shall continue to pay Charges in respect of the Equipment during such reinstatement or repair.
- 9.5 The Hirer is liable to pay to Unique Exhibitions any amount deducted by the insurers by way of excess or in respect of damage caused to the Equipment prior to the date of total loss and shall indemnify Unique Exhibitions accordingly.

10 LIMITATION OF LIABILITY

- 10.1 Except for liability on the part of Unique Exhibitions which is expressly provided for in the Contract (including these clauses):
- (a) Unique Exhibitions shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond hits reasonable control or for a Force Majeure Event;

- (b) Unique Exhibitions shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Equipment or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
 - (c) whenever the Contract (including these clauses) provides that any allowance is to be made against Charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of Charges which would otherwise be or become due if the allowance in question had not been made.
- 10.2 For the avoidance of doubt, nothing in these conditions limits or seeks to exclude Unique Exhibitions' liability for claims of death or personal injury caused by Unique Exhibitions' negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

11 TERM AND TERMINATION

- 11.1 This Contract shall continue for the Fixed Period and unless otherwise terminated in accordance with the provisions of this clause 11 indefinitely thereafter.
- 11.2 The Hirer may terminate the Contract by giving notice to Unique Exhibitions in Writing no more than 90 days and no less than 30 days prior to the expiry of the Fixed Period (or the anniversary of thereafter) of its intention to terminate the Contract taking effect at the end of the Fixed Period or otherwise on the next anniversary of the end of the Fixed Period thereafter.
- 11.3 In the event that the Hirer wishes to terminate the Contract prior to the end of the Fixed Period then the Hirer must pay the Early Termination Fee.
- 11.4 Unique Exhibitions may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:
- (a) the Hirer defaults in punctual payment of any sum due to Unique Exhibitions for hire of Equipment or other charges payable pursuant to these Terms;
 - (b) the Hirer fails to observe and perform the Terms of the Contract;
 - (c) the Hirer suffers, or Unique Exhibitions reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him;
 - (d) the Hirer enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an administrator under the provisions of Part II of the Insolvency Act 1986, or is deemed by virtue of section 123 of the Insolvency Act 1986 to be unable to pay its debts;
 - (e) the other party, being an individual, is the subject of a bankruptcy petition; or
 - (f) the Hirer does or causes to be done or permit or suffer any act or thing whereby Unique Exhibitions' rights in the Equipment may be prejudiced or put into jeopardy.
- 11.5 In the event of termination under clauses 11.1 – 11.4 above:
- (a) the Hirer must give Unique Exhibitions or his agents, immediate unobstructed access to recover the Equipment where the Equipment remains in situ at the Venue; and



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- (b) Unique Exhibitions shall be entitled to claim the Charges outstanding as at the date of termination of the hire under this clause and return transport charges.
- 11.6 The rights under clauses this clause as set out above:
- (a) may be exercised notwithstanding that Unique Exhibitions may have waived some previous default or matter of the same or a like nature;
- (b) shall not affect Unique Exhibitions' right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.
- 11.7 If the Hirer does not make payment of a sum by date on which payment of that sum is due to be made, Unique Exhibitions has the right to suspend performance of its obligations under the Contract immediately. The right to suspend performance will cease when the Hirer makes payment in full of the amount due. Furthermore, Unique Exhibitions reserves the right to suspend performance immediately and regain possession of the Equipment in the event that in its reasonable opinion it considers that the Equipment is at risk of damage.
- ## 12 OWNERSHIP RIGHTS
- 12.1 Save where otherwise specified within clause 12.2, the Equipment and all intellectual property rights created by Unique Exhibitions in them shall at all times remain the property of Unique Exhibitions and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do nor permit or cause to be done any matter or thing consistent with Unique Exhibitions' ownership or as a result of which Unique Exhibitions in respect of the Equipment are or may be prejudicially affected.
- 12.2 The Hirer shall own the elements of the Equipment which comprise of removable vinyl graphics, banners and any other parts of the Equipment notified by Unique Exhibitions to the Hirer ('the Excepted Equipment').
- 12.3 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or any part thereof except where it is Excepted Equipment or with the prior written consent of Unique Exhibitions and the Hirer shall protect the Equipment against distress, execution or seizure.
- 12.4 The Hirer shall take all necessary steps (at its own expense) to retain and recover possession and control of the Equipment if the Hirer loses possession or control and shall indemnify Unique Exhibitions against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause 12.
- ## 13 GENERAL
- 13.1 The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities and shall fully indemnify and hold harmless Unique Exhibitions against any charges or fines that Unique Exhibitions may become liable for as a result of the operation of the Equipment during the Hire Period.
- 13.2 If the Hirer is not fully familiar with the Equipment, Unique Exhibitions advises that the Hirer to contact Unique Exhibitions for the appropriate operating instructions, where necessary. It is the Hirers responsibility to ensure that the persons using the Equipment have received the appropriate instructions, information and training under the Health and Safety at Work Act 1974.
- 13.3 No terms, conditions or warranties other than as specifically set forth in the Quote and these Terms shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between Unique Exhibitions and the Hirer in relation to the hire of any particular Equipment. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in Writing and signed by Unique Exhibitions.
- 13.4 Unique Exhibitions and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of Unique Exhibitions is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).
- 13.5 The rights of the Hirer under the Contract cannot be transferred or assigned without Unique Exhibitions' prior written consent. Unique Exhibitions may assign, transfer, subcontract or make over all or part of the Contract without the Hirer's consent.
- 13.6 The Hirer shall, whenever requested by Unique Exhibitions, execute such documents and do such acts and things as Unique Exhibitions may require to give full effect to the Contract.
- 13.7 No variation of these Terms shall be effective unless it is made in Writing, making specific reference to these Terms and is signed by both parties.
- 13.8 No omission or delay on the part of Unique Exhibitions in exercising any right under these Terms shall operate as a waiver by it of any right to exercise it in the future.
- 13.9 No right or remedy conferred upon or reserved to Unique Exhibitions by these Terms is exclusive of any other right or remedy in these Terms provided or permitted by law, and each shall be cumulative of every other right or remedy now or in the future existing and may be enforced by Unique Exhibitions concurrently or from time to time.
- 13.10 If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.
- 13.11 These Terms shall, as to any of its provisions remaining to be performed in whole or in part or capable of having effect following termination, remain in full force and effect notwithstanding termination.
- 13.12 Any notice or other communication to be given under these Terms must be in Writing and deemed served, if delivered, at the time of delivery; if posted by pre-paid or recorded delivery 48 hours after posting, and if sent by facsimile transmission or email, at the time of transmission provided that confirmation of such transmission is in the possession of the sender. Without prejudice to the remaining provisions of this clause, these Terms may be signed electronically by the Hirer using such electronic signature software as it is required to do with by Unique Exhibitions.
- 13.13 This 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 the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).