

# Protecta Screen Limited Credit Application Form

## Application for 30 days credit account facility

Please answer all the questions below and return to the following address:  
 Accounts Department, Protecta Screen Limited, 3 Driberg Way,  
 Braintree, Essex, CM7 1NB  
 Or alternatively email: [newaccounts@crownlea.com](mailto:newaccounts@crownlea.com)



# Protecta Screen

Temporary Protection Specialists

COMPANY INFORMATION			
Trading Name		Reg. Name of Company (if Different)	
Registered Office Address		Trading Address if Different	
Telephone Number		Fax Number	
Accounts Email Address for Statements and Invoices		Buying Contact	
		Telephone Number	
		Email Address	
VAT Registration No.		Date Registered	
Maximum Credit Required		Company Registration Number	
Have you ever held an account with a Crownlea Group company?			
Online Trade Account Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Upon selecting "Yes" our website team will create a trade account login using the details above on <a href="http://www.protectascreen.com">www.protectascreen.com</a> , allowing you to place orders with your agreed special prices directly from our website.	

DIRECTOR INFORMATION			
Please give full names, D.O.B and addresses of two directors. Please note the address cannot be the company registered office address. (We reserve the right to request proof of ID)			
Name		Date of Birth	
Address			
Name		Date of Birth	
Address			

BANK INFORMATION			
Bank Name and Address		Sort Code	
		Account Number	



## TRADE REFERENCES

Please note that we require three years of accounts to be filed to process this application, should this not be available, please complete the trade references below. Please note that trade references that are linked to your registered office or have common directors with your company will not be accepted.

Name			
Address			
Telephone/Fax Number		Email Address	
Name			
Address			
Telephone/Fax Number		Email Address	
Name			
Address			
Telephone/Fax Number		Email Address	

## AGREEMENT TO THE COMPANY'S TERMS AND CONDITIONS

I/we give my/our consent to a credit search being performed on the both the company and owners/directors of this organisation both now and at any time in the future. I understand this search will be recorded with a credit reference agency and maybe disclosed to subsequent enquirers. I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale/hire which I/We have read and which I/We accept shall apply to every sale/hire contract entered into between us. In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale/hire contract have been received by the way of cleared funds.

Signed		Position	
Print Name		Date	
Please enclose a copy of your company letter head with this application			

## CROWNLEA GROUP FINANCE INTERNAL USE ONLY

Depot		Sales Contact	
Credit Report Recommendation		Credit Limit Assigned	
Authorised By		Date	
Protecta A/C No		Date Opened	

**1 INTERPRETATION**

1.1 In these Conditions the following words have the following meanings:

**"Affiliate"** means any member of the Crowle Group of Companies which is not the Supplier.

**"Conditions"** means the terms and conditions set out in this document;

**"Confidential Information"** means the existence and terms of this Contract as well as all information relating to the Supplier's business and products (including without limitation operations, plans, market opportunities, customers, know-how (including without limitation designs, processes of production and technology), trade secrets and software) disclosed to the Customer (whether in writing, orally or by any other medium);

**"Contract"** means the agreement entered into between the Customer and the Supplier for the sale and/or hire of Hire Goods and Products as well as the provision of Services, incorporating (as applicable):

- these Conditions, as amended from time to time;
- any National Supply Agreement entered into between the parties; and
- the terms of any Order Acknowledgement.

**"Control"** means in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person:

- by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or
- by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate

**"Customer"** means a person or organisation that has entered into a Contract with the Supplier for the sale of Products and/or hire of Hire Goods by signing and returning an Order Acknowledgement;

**"Delivery"** has the meaning given in Condition 9.1;

**"Delivery Address"** has the meaning given in Condition 9.1.2;

**"Hire Goods"** means any temporary fencing panel, panel accessory, machine, article, tool, and/or device together with any accessories specified in the quotation or Order Acknowledgement which are hired to the Customer;

**"Hire Period"** has the meaning given in Condition 8.2;

**"Liability"** means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

**"Limit of Indemnity"** currently the maximum amount of £5,000,000 reduced by any one occurrence or all occurrences of a series consequent on or attributable to once source or original cause happening during any period of insurance for which the indemnifying party's insurers accept a premium;

**"National Supply Agreement"** means an agreement entered into between the Supplier and the Customer on a national basis which incorporates terms which will form part of each Contract entered into between the Customer and Supplier within its term;

**"Order"** means a request to purchase Products and/or Hire Goods submitted to the Supplier;

**"Order Acknowledgement"** means a confirmation sent by the Supplier to the Customer, confirming acceptance of an Order subject to the Customer's acceptance of the terms contained in such Order Acknowledgement and these Conditions in accordance with Condition 3.3;

**"Price"** means the price for the Products and/or Services (as appropriate) current at the time the order is accepted;

**"Products"** means the products sold to the Customer by the Supplier pursuant to a Contract;

**"Rental Charges"** means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

**"Supplier"** means a company falling under the umbrella of the Crowle Group of Companies identified as the Supplier on the relevant Order Acknowledgement (which may be: Tiger Supplies Limited, Blok N Mesh UK Limited, Blok N Mesh Limited, Protecta Screen Limited and Package In Limited).

**"Services"** means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire/sale of Goods as agreed and set out in the quotation, Service specification or Order Acknowledgement including any installation, delivery and/or collection service for the Hire/sale of Goods;

**"Service Specification"** any specification for services provided in writing by the Supplier to the Customer or agreed in writing by the Supplier and the Customer.

**"VAT"** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In these Conditions:

- All headings and references to them are for identification and indexing purposes only and they shall not affect the construction or interpretation;
- References to conditions are to be construed as references to the clauses of these Conditions, except where expressly stated otherwise;
- any reference to any statute, law, statutory instrument, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof;
- Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender;
- any reference to a person shall, unless the context otherwise requires, include natural persons, firms, partnerships, corporate bodies, unincorporated bodies, corporations, associations and all other legal persons of whatever kind, however constituted; any reference to "include", "includes", "including" and "included" shall be construed without limitation, unless inconsistent with the context; and
- Any reference to a "party" shall mean either the Supplier or the Customer as the context requires and reference to "parties" shall mean both of them.

**2 APPLICATION**

2.1 These Conditions alone shall govern and be incorporated in every Contract for the hire of Hire Goods, sale of Products and/or provision of Services made by or on behalf of the Supplier with a Customer. They shall apply in place and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Customer, in correspondence, or elsewhere or implied by trade custom, practice or course of dealing.

2.2 Acceptance by the Customer of Delivery of the Hire Goods, Products or commencement of the Services (as appropriate) shall (without prejudice to Condition 3 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.

2.3 A variation of these Conditions is valid only if it is in writing and signed by a director or duly authorised representative of the Supplier

**3 ORDERS, QUOTATIONS AND ACCEPTANCE**

3.1 A person may request to purchase Products and/or Hire Goods by submitting an Order to the Supplier in writing.

3.2 Following receipt of an Order, the Supplier may:

- provide a Service Specification;
- provide a quotation for the estimated Price and/or Rental Charges; and/or
- where applicable, confirm the Price and/or Rental Charges in accordance with the pricing contained in the National Supply Agreement.

3.3 Following receipt of an Order, the provision of information pursuant to Condition 3.2 and any other negotiations between the parties, the Supplier may issue an Order Acknowledgement, setting out the details of the Products and/or Hire Goods, the Price, the Hire Period and other relevant terms of the Contract. This Order Acknowledgement constitutes an offer by the Supplier to enter into the Contract.

3.4 Following provision of the Order Acknowledgement, if the potential Customer wishes to proceed with the Order, it must return a signed original to the Supplier in writing within 7 days.

3.5 Upon receipt of a signed copy of the Order Acknowledgement, a binding Contract will be formed between the parties.

3.6 Where no Order Acknowledgement is issued and the parties otherwise agree the Supplier will supply Hire Goods, Products and/or Services to the Customer, the Contract will be formed on Delivery.

3.7 The terms of any Contract entered into by the Customer will only apply in relation to the Products and/or Hire Goods specified on the relevant Order Acknowledgement. Any subsequent Order for Products and/or Hire Goods submitted by the Customer will, if confirmed and accepted in accordance with the terms of this Condition 3, be subject to a separate Contract.

**4 DESCRIPTION**

4.1 The quantity and description of the Hire Goods, Products and/or Services shall be as set out in the Order Acknowledgement.

4.2 Any representations about the Hire Goods, Products and/or Services shall have no effect unless expressly agreed in writing and signed by a director or authorised representative of the Supplier and incorporated into the Contract. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

4.3 All samples, drawings, designs, descriptive matter, specifications, particulars of weight and dimensions and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Hire Goods, Products and/or Services described in them. They shall not form part of the Contract and this is not a warranty or sample.

4.4 The Supplier accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Supplier ("Customer Specifications"). The Customer shall fully indemnify and hold harmless the Supplier for and against any claims, losses, costs or liabilities arising from or in connection with any Customer Specifications.

**5 RENTAL CHARGES AND PRICES FOR PRODUCTS AND OTHER SERVICES**

5.1 Unless otherwise agreed by the Supplier in writing, any deposit payable, the Rental Charges payable for the Hire Goods and the Price payable for the Products and Services shall be the price set out in the Supplier's published list of prices as may apply from time to time or such other Rental Charges and/or Prices as specified in the Order Acknowledgement.

5.2 The Supplier may at any time prior to the Delivery of the Hire Goods, Products and/or provision of the Services:

- Withdraw any discount from its normal prices; and/or
- Revise the Price and/or Rental Charges to take account of inflation, increases in costs including costs of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, duty or other levy.

5.3 During a Hire Period the Supplier shall be entitled to increase the Rental Charges to take account of inflation, increases in costs including costs of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, duty or other levy as well as any other factors the Supplier acting in its discretion deems relevant, upon 28 days' notice to the Customer.

5.4 Where the Order Acknowledgement states that a deposit is to be paid by the Customer, the Supplier shall not supply the Hire Goods, Products and/or Services until it has received the deposit in full in cleared funds.

5.5 The Rental Charges and Prices are stated exclusive of VAT and any other applicable tax or duty or which the Customer shall additionally be liable as well as all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which the Customer shall pay in addition when it is due for the Hire Goods/Products and/or Services.

5.6 The charges for Services shall be on a time and materials basis where applicable and calculated in accordance with the Supplier's standard fee rates, as stated on the Supplier's published price list or otherwise provided to the Customer from time to time. The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals who the Company engages in connection with the Services and for the cost of Services provided by third parties and required by the Supplier for the performance of the Services.

**6 PAYMENT & TERMS**

6.1 Unless otherwise specified in the Contract:

- The Price for any products will be paid in full by cleared funds by the Customer within [30] days of the date of the invoice.
- Any charges for Hire and/or Services will be paid in full by cleared funds by the Customer within [30] days of the date if the invoice;
- Where credit terms have not been agreed, Hire Charges will be paid in cleared funds monthly in advance throughout the Hire Period.

6.2 Unless the parties agree otherwise in the Contract, the Customer shall pay the following payments in cleared funds prior to Delivery:

- in relation to Products and/or Services, the full Price of such Products and/or Services;
- in relation to Hire Goods, any deposit and the first monthly instalment of the Rental Charges.

6.5 The time for any payments by the Customer under a Contract shall be of the essence. Payment shall not be deemed to be made until the Supplier has received cleared funds in respect of the full amount outstanding.

6.6 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

6.7 If full payment is not received by the Supplier by the due date, the Supplier reserves the right to terminate or suspend the Contract in whole or in part if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded. The Supplier may, acting in its sole discretion, increase or decrease the Customer's credit limit at any time without notice to the Customer.

6.8 The Supplier and any of its Affiliates may, acting in their absolute discretion and without prejudice to any other rights it or they may have at any time, set off any indebtedness of the Customer or any of its Affiliates against any indebtedness of the Customer or any of its Affiliates and/or apply any credit balance (whether or not then due) to which the Supplier or any of its Affiliates is at any time beneficially or equitably entitled on any account of the Supplier or its Affiliates in (or towards) satisfaction of any sum then due and payable by the Customer or any of the Customer's Affiliates and which remains unpaid.

6.9 All payments payable to the Supplier under a Contract shall become due immediately on its termination despite any other provision.

6.10 Notwithstanding any other provision of this Agreement, if, in the opinion of the Supplier, the credit-worthiness of the Customer deteriorates before Delivery of the Hire Goods or Products or provision of the Services, the Supplier may require full or partial payment of the price prior to delivery or the provision of security for payment by the Customer in a form acceptable to the Supplier.

6.11 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest & compensation (both before and after judgement/decre) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998.

6.12 [Without prejudice to any other right or remedy of the Company any payment by the Customer by cheque, which results in a cheque being referred to drawers for whatever reason, will incur a charge of £50.00 plus Vat per cheque payable by the Customer.]

6.13 Any unpaid invoices from the Supplier to the Customer which are referred to the Legal Department for collection will incur an administration cost of £50.00 + VAT.

6.13.1 The amount of any deposit, rental and/or charges for any services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire of Goods it must be paid in advance of the Customer hiring the goods. The Supplier may also require and initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

6.13.2 Where a deposit has been taken in advance for the hire of goods, a refund will be issued within 7 days of a request being received once all hire and additional costs have been calculated and any outstanding balance deducted from the refund due.

6.14 Without prejudice to any other rights or remedies available to the Supplier, the Supplier may appropriate any payment made by the Customer to the Supplier for the amounts owed by the Customer to the Supplier for the longest period not withstanding any prior appropriation of the payment by the Customer.

6.15 Without prejudice to any other rights or remedies available to the Supplier, in the event of default of payment by the Customer to the Supplier under any contract for any reason then the Director, partners or members (as appropriate) of the Customer if it is a Company, Limited Partnership or other legal entity, shall be jointly and severally liable to indemnify the Supplier of all and any losses claims damages costs charges expenses liabilities demands proceedings and action which the Supplier may sustain or incur which may be brought or established against the Supplier by any person which arises out of or in relation to or by reason of any such default; and (b) guarantee, as principal debtors, that any such payment will be made to the Supplier immediately on demand.

**7 RISK, TITLE AND INSURANCE**

7.1 Risk in the Hire Goods and/or Products will pass immediately to the Customer upon Delivery.

7.2 Risk in the Hire Goods and/or Products will not pass back to the Supplier from the Customer until the Hire Goods and/or Products have been returned to the physical possession and control of the Supplier. This shall apply even if the Supplier has agreed to cease charging any Rental Charges.

7.3 Title in the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer, title in Hire Goods and/or Products remains with the Supplier until all monies payable to the Supplier by the Customer (on any account and under any Contract) have been paid in full.

7.4 The Customer must not deal with the title or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exerting a lien and/or lending. The Customer may only re-hire the Hire Goods to a third party with the prior written consent of the Supplier and provided that the Customer shall remain liable at all times to the Supplier for any loss of or damage to the Hire Goods and/or Products and for all Rental Charges on the same.

7.5 The Supplier may provide insurance in respect of the Hire Goods at additional cost to the Customer. Alternatively the Supplier may require the Customer to insure the Hire Goods on such reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

7.6 Until title in the Products has passed to the Customer and at all times during the Hire Period in respect of the Hire Goods, the Customer is in possession of the Products in a fiduciary capacity and shall:

- not part with possession of them (otherwise than in accordance with Condition 7.9);
- keep them free from any charge, lien or encumbrance and store them (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- not destroy, deface or obscure any identifying mark or packaging on or relating to them;
- maintain them in satisfactory condition;
- give the Supplier such information about them as the Supplier may from time to time require; and
- notify the Supplier immediately upon the happening of any of the termination events set out in Condition 13.1.

7.7 The Supplier reserves the right to repossess and resell or re-hire (as appropriate) any of the Products or Hire Goods to which it has retained title. The Supplier's consent to the Customer's possession of the Products and Hire Goods and any right the Customer may have to possession of the Products and Hire Goods shall be subject to the Supplier's agreement to the happening of any of the events set out in Condition 14.1. The Customer grants the Supplier irrevocable license at any time to enter any premises where the Hire Goods/Products are or may be stored in order to inspect them or where the Customer's right to possession has terminated, to recover them.

7.8 For any period during which the Supplier continues to hold title in the Hire Goods and/or Products the Customer will:

- hold such Products and/or Hire Goods on a fiduciary basis for the Supplier's benefit;
- keep the Products and/or Hire Goods free from any charge, lien or other encumbrance;
- store such Products and/or Hire Goods (at no cost to the Supplier) separately from all other goods or materials of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property and easily accessible to the Supplier;
- not destroy, deface or obscure any identifying mark on the Products or their packaging;
- maintain the Products and Hire Goods in a satisfactory condition, inquired on the Supplier's behalf for their full price against all usual risks to the reasonable satisfaction of the Supplier and on request produce such policy of insurance to the Supplier;
- hold all proceeds of the insurance referred to in Condition 7.8.5 on trust for the Supplier and not mix it with any other money or pay the proceeds into any overdraft bank account; and
- not incorporate, attach or annex the Products and/or Hire Goods to any real property without the Supplier's prior written consent.

7.9 Whilst the Customer is in possession of the Products with the Supplier's consent (but not otherwise) the Customer may in the ordinary course of business sell the Products or any new product or products produced with the Products before ownership of the Products has passed to the Customer provided that:

- as between the Customer and any of its customers the Customer sells the Products as principal and the Customer. The Customer has no authority to commit the Supplier to any contractual relationship with or liability to any third party;
- the Customer holds such part of the proceeds of the sale of the Products which represents the amount owed by the Customer to the Supplier on trust for the Supplier and does not mix such proceeds with any other monies or pay them into an overdraft bank account; and
- Notwithstanding any agreed period of credit for payment of the price of the Products, the Customer shall pay such proceeds of sale to the Supplier forth upon receipt.

7.10 Notwithstanding the provisions of this Condition 7 the Supplier may:

- bring an action against the Customer for the Price of the Products or the Rental Charges in the event of non-payment by the Customer by the due date even though ownership of the Products has not passed to the Customer; and/or
- by notice to the Customer at any time after Delivery pass title in the Products to the Customer with effect from the date of the notice.

7.11 On termination of a Contract for any reason, the Supplier's (but not the Customer's) rights contained in this Condition 7 shall remain in effect.

7.12 The Customer's right to possession of the Hire Goods/ Products shall terminate immediately if (a) any of the matters set out in Condition 7.8.1 to 7.8.6 occurs or (b) the Customer fails to pay the Rental Charges in full.

7.13 The Supplier shall be entitled to recover payment for the Hire Goods/Products notwithstanding that ownership of any of the Hire Goods/Products has not passed from the Supplier.

7.14 Where the Supplier is unable to determine whether any Hire Goods/Products are the Hire Goods/Products in respect of which the Customer has possession has terminated, the Customer shall be deemed to have sold all Hire Goods/Products of the kind hired/sold by the Supplier to the Customer in the order in which they were invoiced to the Customer.

**8 HIRE PERIOD**

8.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer.

8.2 The "Hire Period" may be for a fixed duration as specified on the quotation or order acknowledgement or continue on a daily or weekly basis (as agreed) until cancelled by either party by giving such period of notice as has been agreed between the parties or, if no notice period is agreed until:

- The physical return of the Hire Goods by the Customer to the Supplier of the possession; or
- The physical repossession or collection of Hire Goods by the Supplier; or
- The Supplier giving the Customer no less than 14 days' notice, it being acknowledged and accepted by the Customer that unless otherwise agreed in writing by the Supplier, the minimum Hire Period shall be four weeks.

8.3 Unless otherwise agreed in the Contract, where the Hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the hire shall not exceed 3 months. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.

**9 DELIVERY, NON-DELIVERY AND SERVICES**

9.1 "Delivery" shall be deemed to have been effected as follows:

- When the Supplier makes the Hire Goods and/or the Products available at the Supplier's premises for the Customer to collect; or
- in the event the Supplier expressly agrees to deliver the Hire Goods and/or Products to the Customer's premises or an alternative address named by the Customer (the "Delivery Address") (at its standard delivery cost), when the Hire Goods are made available for unloading at the Delivery Address.

9.2 Where Delivery is made in accordance with Condition 9.1.2, the Customer shall ensure that there is sufficient access to and from the Delivery Address to enable the Supplier to Deliver the Hire Goods and/or Products. It is the Customer's responsibility to load and unload all Hire Goods and/or Products (as appropriate) unless expressly agreed otherwise. Where it is agreed that the Supplier will be responsible for loading or unloading the Customer shall provide all necessary facilities and equipment to enable the Supplier to load or unload the Hire Goods or Products at the Delivery Address safely and effectively.

9.3 Where Delivery is made in accordance with Condition 9.1.2, the Customer will be solely liable for any damage caused to any Hire Goods or Products caused during transit from the point at which such Hire Goods and Products are made available to the courier making the delivery at the Supplier's premises.

9.4 Unless otherwise specified in the Contract, the Customer will be liable for any costs of the Supplier associated with Delivery of Hire Goods and/or Products.

9.5 Where the Supplier has agreed to provide Services:

- the employee, agents or sub-contractors of the Supplier ("Supplier's Personnel") engaged to provide the Services to the Customer shall act in accordance with Customer's reasonable direction and control. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to the Supplier's Personnel and for any damage which occurs as a result of the Supplier's Personnel following the Customer's instructions, guidance and/or advice;
- the Customer shall provide all necessary facilities, equipment and access to power supplies necessary for the Supplier's Personnel to carry out the Services;
- The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence; and
- if the provision of any Services is delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations or other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss for such delay, postponement and/or cancellation.

9.5.5 any dates specified by the Supplier for delivery of Hire products or Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time.

9.5.6 The Supplier may deliver the Hire Goods/Products in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

9.5.7 Where Delivery is to be made to a Delivery Address, the Customer shall ensure it has authorised employees with the necessary skill, expertise and equipment to safely unload the Products and/or Hire Goods.

9.5.8 The quantity of any Hire Goods/Products to be delivered on dispatch from the Supplier's place of business shall be conclusive evidence of the quantity received on Delivery. The Supplier shall not be liable for any failure to make Delivery of Hire Goods and/or Products if:

- the Supplier was unable to gain safe and appropriate access to the Delivery Address to make the Delivery;
- the Delivery Address is inaccessible;
- authorised employees of the Customer were not present to receive Delivery in accordance with Condition 9.5; and/or
- the Customer fails to notify the Supplier in writing of a failure to make Delivery within 72 hours of the proposed date of Delivery.

9.11 Any liability of the Supplier for failure to make Delivery of the Hire Goods/Products shall be limited to replacing the Hire Goods/Products within a reasonable time using a credit note or other party carrier. A Contract rate against any invoice raised for such Hire Goods/Products. Where Hire Goods/Products are delivered by a third party carrier, proof of delivery may be requested but will be supplied at the Supplier's discretion and if supplied shall be given in the form supplied by the courier to confirm Hire Goods/Products have been delivered. Any record of the recipient's signature/printed name obtained by the Courier shall be conclusive evidence of the delivery (including the quantity of such Consignments) comprised in the Consignment.



10 CARE OF HIRE GOODS  
10.1 The Customer shall during the Hire Period:  
10.1.1 not interfere with the Hire Goods, their working mechanisms or any other parts of them;  
10.1.2 take good care of the Hire Goods, store and operate them in a suitable environment and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer; notify the Supplier immediately after any breakdown, loss of and/or damage to the Hire Goods;  
10.1.3 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 Hire Goods are at all times safe and without risk to health when they are being set, used, cleaned or maintained by the Customer;  
10.1.5 keep the Supplier fully informed of all material matters relating to the Hire Goods;  
10.1.6 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 Hire Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;  
10.1.7 not use the Hire Goods for any unlawful purpose;  
10.1.8 ensure that at all times the Hire Goods remain identifiable as being the Supplier's property and shall not remove or obscure any markings to that effect;  
10.1.9 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;  
10.1.10 upon the Supplier's request, provide details of the location of the Hire Goods and permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;  
10.1.11 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Supplier;  
10.1.12 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;  
10.1.13 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods;  
10.1.14 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and  
10.1.15 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type is used and that, where appropriate, the Hire Goods are properly fitted by a qualified and competent person; and  
10.1.16 notify the Supplier of any change of its address and upon request provide details of the location of the Hire Goods.  
10.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition (everyday grime excepted) together with all insurance policies, licenses, registration, operation and/or safety instructions and other documents relating to the Hire Goods.  
11 DAMAGE TO PRODUCTS AND HIRE GOODS  
11.1 The Customer acknowledges and agrees the nature of the Products and Hire Goods and their use is likely to lead to fair wear and tear and cosmetic damage. The Supplier will not be liable for any damage to any Products or Hire Goods unless:  
11.1.1 the cause of such damage is proven to have resulted from using the Hire Goods and/or Products due to damage not excluded pursuant to Condition 11.1; the Supplier may make an appropriate reduction to the Rental Charges provided that the Customer informs the Supplier immediately of the damage.  
11.1.2 such damage is beyond the level which would reasonably be expected to the Products and/or Hire Goods within the relevant time frame, taking into account the nature, use and location of such Products and/or Hire Goods;  
11.1.3 such damage was not caused by the Customer, its employees, agents, contractors, representatives, suppliers or customers; and  
11.1.4 the damage reduces or removes the functionality of such Hire Goods or Products.  
11.2 In the event a Customer is prevented from using Product due to damage not excluded pursuant to Condition 11.1, the Supplier may at its own discretion either repair or replace such Products.  
11.3 In the event that the Customer is prevented from using the Hire Goods and/or Products due to damage not excluded pursuant to Condition 11.1, the Supplier may make an appropriate reduction to the Rental Charges provided that the Customer informs the Supplier immediately of the damage.  
11.4 The Customer shall be liable for all expenses, loss (including loss of Rental Charges) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the customer's negligence or misuse of the Hire Goods or as a result of or in connection with any other failure to comply with these Conditions.  
11.5 The Customer will be responsible for the cost of all maintenance and repair of Hire Goods deemed necessary by the Supplier during the Hire Period which arise otherwise than as a result of fair wear and tear and/or an inherent fault.  
11.6 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.  
11.7 The remedies specified in this Condition 11 shall be the Customer's sole remedies in respect of any damage to Hire Goods and/or Products.  
12 LOSS OR DAMAGE TO THE HIRE GOODS  
12.1 If the Hire Goods are repaired, damaged, unclean and/or in a defective state (excepting due fair wear and tear), the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for rehire and Rental Charges until such repairs and/or cleaning have been completed.  
12.2 The Customer will pay to the Supplier the replacement cost on a new for old basis of Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with these Conditions.  
12.3 The Customer shall also pay to the Supplier Rental Charges until the Supplier has been paid the amount representing the replacement cost of such Hire Goods in full.  
13 QUALITY OF PRODUCTS  
13.1 The Supplier warrants that (subject to the other provisions of these conditions) on delivery of Products shall: (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; (b) be reasonably fit for any particular purpose for which the Products are being bought for by the Customer (if that purpose is known to the Supplier in writing and the Supplier has confirmed in writing that it is reasonable to rely on the skill and judgment of the Supplier; For the avoidance of doubt, the warranties given in this condition 13.1 are given in lieu and shall exclude the operation of the implied terms as to satisfactory quality and fitness for the purpose in the Sale of Goods Act 1979, to the fullest extent permitted by law.  
13.2 The Supplier shall not be liable for a breach of any of the warranties in condition 13.1 unless: (a) the Customer gives written notice of the defect to the Supplier within 7 days of the product being delivered; and (b) the Supplier is given reasonable opportunity after receiving the notice of the defect from the Customer of examining such Products and the Customer (if asked to do so by the company) returns such Products to the Supplier's place of business for the examination to take place there.  
13.3 The Company shall not be liable for a breach of any of the warranties in condition 13.1 if: (a) the Customer makes any further use of such Products after the Supplier has notified the Customer of the defect; or (b) the defect arises because the Customer failed to follow the Suppliers oral or written instructions as to the storage, installation, commissioning, use of maintenance of the Products or (if there are none) good trade practice; or (c) the Customer carries out, repairs itself or brings about the changes in the nature, composition or packaging of the Products delivered, or has these carried out or brought about by third parties, or if the Products delivered are used improperly or for any purpose other than that for which they were intended or stored and/or stored improperly or contrary to any agreed or legal regulations or if the defect of the Goods can be ascribed to the other party in any way.  
13.4 Subject to condition 13.2 and 13.3, if any of the Products do not conform to any warranties in condition 13.1 the Supplier shall at its option replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if requested, the Customer shall return the Products or the part of such Products which is defective to the Company. This shall be the Customer's sole remedy in respect of any breach of Condition 13.  
13.5 If the Supplier complies with condition 13.4 it shall have no further liability for a breach of any of the warranties in condition 13.1 in respect of such Products and any Products replaced shall belong to the Supplier.  
13.6 To the greatest extent permitted by applicable law, any warranty as to the nature or quality of any Products or Hire Goods not set out in this Condition 13 is expressly excluded.  
14 TERMINATION  
14.1 In the event the Customer:  
14.1.1 fails to make any payment to the Supplier when due;  
14.1.2 breaches any term of the Contract and, where the breach is capable of remedy, has not remedied the breach within 7 days of receiving notice requiring the breach to be remedied;  
14.1.3 persistently breaches the terms of the Contract;  
14.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in Connection with the contract;  
14.1.5 pledges, charges or creates any form of security over any Hire Goods;  
14.1.6 ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings or has a bankruptcy petition presented against it, or being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment or other process in respect of its assets, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers similar action in any jurisdiction;  
14.1.7 is unable to meet its debts as they fall due or otherwise appear to the supplier (due to the customer's credit rating) to be financially unable to meet its obligations under the Contract; and/or  
14.1.8 appears insolvent to the Supplier to be about to suffer any of the above events, then the supplier shall have the right, without prejudice to any other rights of remedies, exercise any all of the rights set out in Condition 13.2 below; and/or  
14.1.9 the Customer, being an individual, is the subject of a bankruptcy petition or order.  
14.2 If any of the events set out in Condition 14.1 above occurs in relation to the Customer then the Supplier may:  
14.2.1 enter, without prior written consent of the Customer or premises of the Customer (with their consent) where Hire Goods/Products owned by the Supplier in which title has not passed to the Customer may be and repossess them;  
14.2.2 withhold the performance of any Services and cease any Services in progress;  
14.2.3 stop any Hire Goods or Products in transit;  
14.2.4 suspend the Delivery of Hire Goods or Products to the Customer;  
14.2.5 cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contracts between the Supplier and the Customer;  
14.2.6 require that all monies owed by the Customer to the Supplier under the terms of the Contract shall immediately become due and payable (and the Customer shall pay such monies on demand); and/or  
14.2.7 where the Supplier will have any Liability for defective Hire Goods or Products;  
14.2.8 terminate the Contract immediately in writing; and  
14.2.9 charge the Customer for the replacement cost of the Hire Goods without notice.  
14.3 Any repossession of Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any antecedent breach.  
14.4 Upon termination of a Contract the Customer shall immediately:  
14.4.1 Return the Hire Goods/Products to the Supplier or make the Hire Goods/products available for collection by the Supplier as requested by the Supplier; and  
14.4.2 Pay to the Supplier all arrears for Rentals Charges and any other sums payable under the Contract.  
15 WARRANTY  
15.1 The Supplier warrants that the Hire Goods, Products and/or the Services (as applicable) will correspond in all material respects with the specification set out in any quotation or order acceptance at the time of Delivery and in the case of Products and Services will be free from major defects in material and workmanship for a period of 12 months from the date of Delivery provided that:  
15.1.1 any defective Hire Goods or Products must be returned to the Supplier for inspection immediately upon request by the Supplier before the Supplier will have any Liability for defective Hire Goods or Products;  
15.1.2 the Supplier shall have no Liability to the Customer if any monies due in respect of the Hire Goods/Products and/or the Services have not been paid in full by the due date for payment;  
15.1.3 the Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods, Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer;  
15.1.4 the Supplier will have no Liability for fencing or associated products which blow over in severe weather conditions where erected on site by (i) the Customer, its employees, agents or sub-contractors or (ii) by the Supplier's employees, agents or sub-contractors where the Supplier has carried out such installation in accordance with and/or in agreement with the Customer's specifications;  
15.1.5 the Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is Liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer; and  
15.1.6 the Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.  
15.2 The warranty in Condition 15.1 does not extend to parts, materials or equipment not manufactured by the Supplier in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier and which the Supplier hereby assigns to the Customer so far as it is able.  
15.3 In the event of any valid claims under Condition 15.1 being made by the Customer, the Supplier shall be entitled to repair or replace the Hire Goods or Products (or the part in question) or re-perform the Services free of charge or, at the Supplier's sole discretion, refund to the Customer the Rental Charges or the Price (or a proportionate part, as appropriate) but the Supplier shall have no further Liability to the Customer.

16 LIMITATIONS OF LIABILITY  
16.1 All warranties, representations, terms, conditions and duties implied by law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982), are to the fullest extent permitted by law excluded from the Contract.  
16.2 The Supplier shall have no Liability to the Customer for any:  
16.2.1 loss of profits;  
16.2.2 damage to goodwill;  
16.2.3 pure economic loss; or  
16.2.4 business interruption, loss of business, contracts and/or opportunity, howsoever arising in connection with or arising out of the provision, performing, finishing, functioning or use of the Hire Goods, Products and/or Services, whether in contract, strict liability, tort (including negligence) and whether the Supplier knew or had reason to know of the same, and shall not be liable for any other damages except as provided in this Contract; and/or  
16.2.5 indirect special or consequential losses.  
16.3 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:  
16.3.1 liability for breach of contract;  
16.3.2 liability in tort (including negligence); and  
16.3.3 liability for breach of statutory duty; except Condition 16.3 above which shall apply once only in respect of all the said types of Liability.  
16.4 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to its negligence, for fraud or fraudulent misrepresentation or for any other Liability which it is not permitted to exclude or limit as a matter of law.  
16.5 Subject to Condition 16.4 the Supplier's total Liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the full value of any monies owed under the Contract plus 25%.  
16.6 In the event that the limitation set out in Condition 16.5 is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable the subject to Condition 16.5 the Supplier's total liability in contract, Tort (including negligence or breach of statutor duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Limit of Indemnity remaining from time to time in accordance with the Supplier's public/products liability insurance policy number EG COM 6683223 or such other limit of indemnity as may apply to any replacement or amended public/products liability insurance effected by the Supplier from time to time, in either case, a copy of which shall be provided to the Customer on request.  
16.7 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall, to that extent, have no force or effect.  
16.8 The Customer shall be Liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under the Contract.  
16.9 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or Liabilities suffered by the Supplier to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.  
16.10 The Supplier shall have no liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or Products or services supplied have not been paid in full by the due date of payment.  
17 FORCE MAJEURE  
17.1 If the Supplier is prevented, hindered or delayed from or in supplying the Hire Goods, Products and/or Services in accordance with these Conditions by a Force Majeure Event the Supplier may, at its option:  
17.1.1 Suspend Delivery of any Hire Goods or Products or the provision of any Services while the Force Majeure Event continues;  
17.1.2 If the Supplier has insufficient stocks to meet its commitments, apportion available stocks between its customers as it decides; or  
17.1.3 terminate any Contract so affected with immediate effect by written notice to the Customer, and the Supplier shall not be Liable for any loss or damage suffered by the Customer as a result.  
17.2 In this Condition 16, "Force Majeure Event" means any circumstances beyond the reasonable control of the Supplier including any act of God (including lightning, storm, tempest, earthquake and naturally occurring flood); any power outage, power surge, unavailability of utilities, act of war, civil disturbance, riot or unrest or terrorism; strikes, lock-outs, labour disputes or industrial disturbances; malicious damage, fire or explosion, compliance with law or governmental order, rule, regulation or direction; breakdown of plant or machinery; and circumstances where obtaining or replacing resources of any kind due to a shortage in the market place is impossible or (having regard to that degree of diligence which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of activity in the same or similar Circumstances) impracticable notwithstanding the Supplier using all reasonable endeavors to obtain or replace such resources.  
18 GENERAL  
18.1 By entering into a Contract, the Customer warrants and represents it is and will continue to remain acting in the course of trade and not as a consumer. The Supplier reserves the right to terminate or revoke any Contract in whole or in part if the Supplier reasonably believes the Customer may be acting as a consumer.  
18.2 The Customer may not assign or transfer or purport to assign or transfer any of its rights or obligations under a Contract without first having obtained the Supplier's written consent. The Supplier may assign a Contract or any part of it to any person at any time.  
18.3 If any Condition of a Contract, (or part of a Condition), is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other Conditions shall remain in force.  
18.4 If any invalid, unenforceable or illegal Condition of a Contract would be void, enforceable or legal if some part of it were deleted, the Conditions shall apply to the deleted part. The Supplier shall not be liable for any loss or damage suffered by the Customer as a result of the deletion of any Condition of a Contract.  
18.5 The failure or delay by the Supplier to exercise any right, power or remedy provided by a Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. No single or partial exercise of a right, power or remedy provided by a Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.  
18.6 Any Affiliate of the Supplier shall be entitled to enforce the rights and remedies available to the Supplier pursuant to this Contract.  
18.7 Subject to Condition 18.6, nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.  
18.8 Each right or remedy of the Supplier under a Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.  
18.9 These Conditions and each Contract shall be governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.  
19 ADVICE IN CONNECTION WITH HIRE GOODS, PRODUCTS AND SERVICES.  
19.1 An 'Authorised Officer' shall be the officer/employee contractor or agent of the Supplier whose details are notified to the Customer by the Supplier in writing from time to time and in the absence of such notification shall be any of the Supplier's directors.  
19.2 Any advice or recommendation given by the Supplier or its employees contractors or agents to the Customer or its employees, contractors or agents shall be given in writing and shall be limited to storage, application use or suitability ("Advice").  
19.3 Any advice not confirmed in writing by an Authorised Officer is followed or acted on entirely at the Customer's own risk.  
19.4 Subject to condition 15.4 the Supplier excludes all liability for all and any damage or loss whether direct or consequential which may arise from the Customer following or acting on any advice or recommendation not confirmed by an Authorised Officer of the Supplier in writing nor does the Supplier guarantee or warrant any such unconfirmed Advice.  
19.5 In respect of any Advice confirmed in writing by an Authorised Officer ("Confirmed Advice") the Supplier warrants that the Authorised Officer has used reasonable care and skill in giving the Confirmed Advice and to a standard which conforms to generally accepted industry standards and practices.  
19.6 Save as set out in condition 19.5, the Supplier does not warrant any Confirmed Advice or that any result or objective, whether stated in the Confirmed Advice or not, shall be achieved or owing or acting on any Confirmed Advice.  
19.7 Subject to condition 15.4 the Supplier's total liability in contract tort (including negligence or breach of statutory duty) misrepresented restitution or otherwise in connection with Confirmed Advice shall be limited as set out in conditions 15.5 and 15.6.  
19.8 Where the Customer requires Advice it is strongly advised to obtain independent advice and/or make a request in writing to the Supplier for Confirmed Advice to be given provided always that the Supplier shall be entitled to adjust the Contract price to take into account any Confirmed Advice to be given to the Customer. Any Contract price quoted or agreed prior to the Company providing Confirmed Advice is quoted or agreed on the basis that no Confirmed Advice is required by the Customer.  
20 COMMUNICATIONS  
20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post:  
20.2 (a) in the case of communications to the Supplier to its registered office or such changed address as shall be notified to the Customer by the Supplier; or (b) in the case of the communication to the Customer to the registered office of the address (if it is a Company) or (in any other case) to any address of the Customer set out in any documentation which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.  
20.3 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and holidays) after posting (exclusive of the days of posting); or (b) if delivered by hand, on the day of delivery.  
20.4 Communications addressed to the Supplier shall be marked for the attention of a director or the directors of the Supplier.  
21 CHANGE OF STATUS  
21.1 The Supplier must immediately be notified in writing of any material change of the Customer including, without limitation, change of name, change of registered or head office, change to a limited company or partnership and/or change of Control of the Customer and shall be entitled to its option to terminate the Contract by immediate notice to the Customer.  
22 CONFIDENTIALITY  
22.1 The Customer undertakes to:  
22.1.1 to keep confidential all Confidential Information;  
22.1.2 not without the Supplier's prior written consent to disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the implementation of this Contract and provided in all cases that they have a need to know the same; and  
22.1.3 to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under this Contract and not otherwise for its own benefit or the benefit of any third party and shall not without the prior consent in writing of the other disclose to any third-party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Goods and the Contract.  
22.2 The provisions of Condition 22.1 shall not apply to the whole or any part of the Confidential Information that can be shown by the Customer to be:  
22.2.1 disclosed as a requirement of law or any regulatory body to whose rule either party is subject;  
22.2.2 known to the Customer prior to the date of the relevant Order otherwise than as a result of being obtained directly or indirectly from the Supplier;  
22.2.3 obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Supplier by any person;  
22.2.4 in the public domain in the form in which it is possessed by the Supplier other than as a result of a breach of a duty of confidence owed to the Supplier by any person.  
22.3 Without prejudice to the generality of this Condition 22 the Customer further undertakes to the other to make all relevant directors, employees, agents and professional advisers aware of the confidentiality of the Confidential Information pursuant to the provisions of this Condition 22 and to use its best endeavors to ensure compliance by its directors, employees, agents and professional advisers with this Condition 22 and to ensure that any subcontractors or agents of the Supplier are also aware of the provisions of this Condition 22 and to supervise termination of the Contract for any reason.  
DECLARATION  
I have read the terms and conditions as stated above and have understood them and consider them to be reasonable and agree to abide by them.  
Name (printed) \_\_\_\_\_  
Director/Proprietor/Partner/LLP Member (delete as appropriate) – Purchasing Manager  
Signed \_\_\_\_\_  
Date \_\_\_\_\_

