

KEY TERMS SHEET

This Key Terms Sheet incorporates the Booking Form, Quote, Hire Agreement and Location Solutions Wales Limited Standard Terms and Conditions in respect of the hire of equipment and supply of services (the “**Terms and Conditions**”) and should be read in conjunction with these documents at all times. The Terms and Conditions can be viewed at **WWW.LOCATIONSOLUTIONS.WALES**. Together, the Key Terms Sheet, the Booking Form, Quote, Hire Agreement and the Terms and Conditions (as at the version appearing on our website at the date of signature of this Customer Details Sheet) form the “**Contract**”.

Supplier: Location Solutions Wales Limited a company registered in England and Wales with company registration number 11904054 and a registered office of C/O Dragon International Studios New Road, Pencoed, Bridgend, Mid Glamorgan, United Kingdom, CF35 5NQ. Our registered VAT number is 322 4355 532 (“**Supplier**”).

Customer: [NAME OF CUSTOMER AND REGISTRATION NUMBER] of [ADDRESS]
 (“**Customer**”)

Term Commencement Date: [DATE] (“**Term Commencement Date**”)

Term duration: [INSERT] months (subject to extension under clause 3 of the Terms and Conditions)

Equipment and Services to be provided: as set out in the Booking Form, Quote and Hire Agreement (“**Deliverables**”)

Customer’s Location: [Insert address of location where the Deliverables will be provided]

Charges: The charges detailed in the Quote and/ or Hire Agreement (as applicable) (“**Charges**”) All Charges are exclusive of VAT.

Supplier Contact Details:

[NAME]

Tel. No. [INSERT]

Email: [INSERT]

Important information. The Customer’s attention is particularly drawn to the following contained in the Terms and Conditions

Please note that:

- the Supplier’s total liability to the Customer under the Terms and Conditions shall not exceed 100% of the Charges for the preceding 12 months (see clause 10.2 of the Terms and Conditions);
- the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date and remains in default for more than 30 days (see clause 11.2 of the Terms and Conditions);

- The risk of loss, theft, damage or destruction of equipment provided by the Supplier under the Terms and Conditions shall pass to the Customer on delivery. Such equipment shall remain at the sole risk of the Customer during the term of this Contract and any further term during which the equipment is in the possession, custody or control of the Customer until such time as the equipment is redelivered or collected by the Supplier (see clause 9.2 of the Terms and Conditions); and
- The Customer is required to maintain certain insurances during the term of this Contract (see clause 9.2 of the Terms and Conditions).

Please be aware that the Terms and Conditions should be read fully and the above information is not exhaustive.

Please sign below to confirm that you have read and agree to be bound by this Customer Details Sheet and the Terms and Conditions.

Signed by [NAME], [title] for and on behalf of
LOCATION SOLUTIONS WALES LIMITED

.....

Signed by [NAME], [title] for and on behalf of [NAME
OF CUSTOMER]

.....

LOCATION SOLUTIONS WALES LIMITED STANDARD TERMS AND CONDITIONS
IN FORCE FROM 1st April 2020

Agreed terms

corporate, wherever and however incorporated or established.

1. Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions:

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

1.1 Definitions.

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

Unless further defined below, terms defined in the Customer Details Sheet shall bear the same meaning when used in these Terms and Conditions.

1.7 The Contract shall be binding on, and enure to the benefit of, the parties to these Terms and Conditions and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

Customer's Location: the location defined in the Customer Details Sheet at which the Supplier will supply the Deliverables on the terms set out in the Contract.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

Extension period: shall have the meaning given to it in clause 3.1.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

Initial Term: as provided for in clause 2 of the Terms and Conditions.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Supplier and a third party pursuant to which that third party agrees to provide to the Supplier the Deliverables or any part of the Deliverables, or facilities or services necessary for the provision of the Deliverables or any part of the Deliverables.

1.10 A reference to **writing** or **written** does not include fax but does include email.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Supplier.

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

Term: the period of the Initial Term as may be varied by:

1.12 A reference to the **Contract** or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) from time to time.

- a) any Extension Period; or
- b) the earlier termination of the Contract in accordance with its terms.

Terms and Conditions: these terms and conditions as amended from time to time.

VAT: value added tax or any equivalent tax chargeable in the UK.

1.13 References to clauses are to the clauses of the Terms and Conditions.

1.2 Clause and paragraph headings shall not affect the interpretation of these Terms and Conditions.

1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Commencement and duration

1.4 A reference to a **company** shall include any company, corporation or other body

The obligations under the Contract shall commence on the Term Commencement

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Date and shall continue, unless terminated earlier in accordance with clause 11 (Termination), until [INSERT] when it shall terminate automatically without notice (the "Initial Term").

3. Extending the initial term

3.1 The parties may by written agreement extend the Contract beyond the Initial Term by a further period or periods of up to [INSERT] (each such extension together with any such extensions, being the "Extension Period"). If the Customer wishes to extend the Contract, it shall give the Supplier at least [INSERT] months' written notice of such intention before the expiry of the Initial Term or Extension Period.

3.2 If the Customer gives such notice then the Term shall be extended by any period agreed by the parties in writing.

3.3 If the Customer does not wish to extend the Contract beyond the Initial Term or any Extension Period, the Contract shall expire on the expiry of the Initial Term or Extension Period and the provisions of clause 12 shall apply.

4. Supplier's responsibilities

4.1 The Supplier shall use reasonable endeavours to supply the Deliverables in accordance with the Contract in all material respects.

4.2 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's Location and that have been communicated to it under clause (d), provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5. Compliance

5.1 The Supplier shall perform its obligations under the Contract (including those in relation to the Deliverables) in accordance with all applicable Law regarding health and safety.

5.2 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Customer's Location of which it becomes aware and which relate to or arise in connection with the performance of this

agreement. The Supplier shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

5.3 Without limiting the general obligation set out in clause 4, the Supplier shall:

(a) perform its obligations under the Contract (including those in relation to the Deliverables) in accordance with:

(i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and

(ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality law; and

(b) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Customer requests so as to enable the Customer to comply with its obligations under the Human Rights Act 1998.

6. Customer's obligations

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Deliverables;

(b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's Location, data and other facilities as required by the Supplier;

(c) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the

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- Customer or third party) reasonably required by the Supplier in connection with the Deliverables and ensure that they are accurate and complete;
- (d) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's Location;
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Deliverables, insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Deliverables are to start;
- (f) ensure that the Equipment is kept and operated in a suitable environment[, which shall as a minimum meet the requirements set out in Schedule []], used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions [provided by the Lessor];
- (g) take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (h) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (i) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment
- (j) keep the Lessor fully informed of all material matters relating to the Equipment;
- (k) at all times keep the Equipment in the possession or control of the Customer and keep the Supplier informed of its location;
- (l) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (m) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Equipment and a right for the Supplier to enter onto such land or building to remove the Equipment;
- (n) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (o) not use the Equipment for any unlawful purpose;
- (p) ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

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- (q) deliver up the Equipment at the end of the Term or on earlier termination of this agreement at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (r) not do or permit to be done anything which could invalidate the insurances referred to in clause 9 (Title, risk and insurance).
- 6.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 7. Customer's Location**
- The Customer shall provide the Supplier and Sub-Contractors with access to such parts of the Customer's Location as the Supplier reasonably requires for the purposes only of providing the Deliverables. The Supplier's and Sub-Contractor's right of access will terminate upon termination of the Contract.
- 8. Charges and payment**
- 8.1 In consideration of the provision of the Deliverables by the Supplier, the Customer shall pay the Charges.
- 8.2 Where the Charges are calculated on a time and materials basis the Supplier shall ensure that every individual whom it engages on the Deliverables completes time sheets to record time spent on the Deliverables, and the Supplier shall indicate the time spent per individual in its invoices.
- 8.3 The Charges exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Deliverables; and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Deliverables as such items and their cost are approved by the Customer in advance from time to time.
- 8.4 The Supplier may increase the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Term Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 8.5 The Supplier shall invoice the Customer for the Charges at the intervals notified by the Supplier to the Customer in writing, or where no such notification is given, at the end of the Term where the Term is less than 1 month; or where the Term is over 1 month, at the end of the month for Deliverables performed during that month.
- 8.6 The Customer shall pay each invoice submitted to it by the Supplier within 14 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 8.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under the Contract on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause (a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) the Supplier may suspend all or part of the Deliverables until payment has been made in full.
- 8.8 All sums payable to the Supplier under the Contract:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

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- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

material change (including any reduction in coverage or policy amount) and shall upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

9. Title, risk and insurance

9.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

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

9.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Term and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is redelivered to the Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

9.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing;

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

- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

10. Limitation of liability

- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.

10.1 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3 All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or

10.2 Subject to clause 10.1, the Supplier's total liability to the Customer shall not exceed 100% of the Charges payable by the Customer in the preceding 12 months. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

10.3 This clause 10.3 sets out specific heads of excluded loss and exceptions from them. The following types of loss are wholly excluded:

- (i) loss of profits;

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- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and/or
- (vii) Indirect or consequential loss.

is made, for or in connection with the winding up of that other party (being a company);

(f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11. Termination

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

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order

(h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (c) to clause (i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

12. Consequences of termination

12.1 On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the

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<p>Supplier's outstanding unpaid invoices and interest and, in respect of the Deliverables supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and</p> <p>(b) any clause which expressly or implicitly is intended to remain in force shall remain in force.</p>	<p>13.5</p>	<p>Majeure Event on the performance of its obligations.</p> <p>If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving 4 weeks' written notice to the Affected Party.</p>
<p>12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.</p>	<p>14. General</p>	<p>Assignment</p>
<p>13. Force majeure</p>	<p>14.1</p>	<p>Neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under the Contract without the prior written consent of the other party.</p>
<p>13.1 Force Majeure Event means any circumstance not within a party's reasonable control.</p>	<p>14.2</p>	<p>Variation</p> <p>No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).</p>
<p>13.2 Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.</p>	<p>14.3</p>	<p>Waiver</p> <p>A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.</p>
<p>13.3 The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.</p>	<p>14.4</p>	<p>A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.</p>
<p>13.4 The Affected Party shall:</p> <p>(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, it's likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and</p> <p>(b) use all reasonable endeavours to mitigate the effect of the Force</p>	<p>14.5</p>	<p>Rights and remedies</p> <p>The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.</p>
<p></p>	<p>14.6</p>	<p>Severance</p> <p>If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.</p>

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| 14.7 | <p>If any provision or part-provision of the Contract is deemed deleted under clause 13.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.</p> <p>Entire Agreement</p> | 14.13 | <p>The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.</p> <p>Notices</p> |
| 14.8 | <p>The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.</p> | 14.14 | <p>Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).</p> |
| 14.9 | <p>Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.</p> <p>Conflict</p> | 14.15 | <p>Any notice or communication shall be deemed to have been received:</p> <ul style="list-style-type: none"> (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service. |
| 14.10 | <p>If there is an inconsistency between any of the provisions of the Terms and Conditions and the provisions of the Customer Details Sheet, the provisions of the Terms and Conditions shall prevail.</p> <p>No Partnership or Agency</p> | 14.16 | <p>This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p> <p>Counterparts</p> |
| 14.11 | <p>Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.</p> <p>Each party confirms it is acting on its own behalf and not for the benefit of any other person.</p> <p>Third Party Rights</p> | 14.17 | <p>The Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the Contract.</p> |
| 14.12 | <p>Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.</p> | 14.18 | <p>Transmission of the executed signature page of a counterpart of the Contract by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.</p> <p>Governing Law</p> |
| | | 14.19 | <p>The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed</p> |

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by and construed in accordance with the law
of England and Wales.

The Contract has been entered into on the date stated
in the Customer Details Sheet.