In this Agreement unless the context otherwise requires: “Agreement” means collectively this agreement, any schedule(s) or overleaf or attached and the Terms; “Default Rate” means 2% per month calculated on a daily basis (as well as before as any judgement). “Equipment” means the equipment and goods listed in this Agreement, all parts, accessories, additions and replacements (or any of them); “Hire” means hire of the Equipment subject to the terms of this Agreement; “Hire Charges” means the provision of Equipment and Services at the then current rate card for the time being or such other charges as agreed by PBH in writing; “Hire Period” means the period during which Equipment or Services will be provided specified in the Schedule or, in the absence of a Schedule, the period during which the Equipment or Services are specified in the then current rate card for the time being or such other charges as agreed by PBH in writing; “Agreement” means the Equipment subject to the terms of this Agreement; “Party” means PBH or Hirer; “PBH” means Presteigne Limited; “Services” means the services or any of which PBH agrees to supply in accordance with this Agreement “Terms” means the terms and conditions set out in this Agreement and by which this Agreement is subject and any amendments expressly agreed in writing between PBH and Supplier.

1. Interpretation

2.1. PBH agrees to supply and Hirer agrees to accept Equipment and Services subject to these Terms which shall govern the Agreement to the exclusion of any other terms and conditions contained in any other amount paid by course of dealing and shall not be varied except in writing signed by PBH and Supplier.

2. Unless otherwise agreed in writing by PBH, all Equipment supplied by PBH is supplied on hire in accordance with these Terms.

3.1. Any typographical or clerical error or omission in documents issued by PBH shall be subject to correction without liability on the part of PBH.

4.1.6. "Agreement" means the terms and conditions set out in and by which this Agreement is subject and any amendments expressly agreed in writing between PBH and Supplier.

2.7. HB shall remain liable for any losses or damages and any onerous conditions and any discount or rebate offered by the Hirer except that in the case of recorded material, HB’s liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property arising out of the possession or receiver is appointed of any property or assets of Hirer; 2.8. Except as provided in these terms, all conditions, warranties and representations concerning the Equipment, their state, quality, description, fitness for purpose or otherwise are excluded.

3.1. This Agreement shall be governed and construed in accordance with English law. The parties agree that the exclusive jurisdiction of the English Courts shall extend to disputes arising out of the terms of this Agreement and any breach or negligent act or omission (including liability for fraudulent misrepresentation) of either P or B or their servants, agents or subcontractors.

4.1. All offers are made subject to availability and price and may be withdrawn without notice.

5.2. In event of loss or damage to Equipment, Hirer shall immediately notify PBH, assist in making any appropriate insurance claim and, except with PBH’s consent, not settle or compromise any claim against the insurer or any third party. Hirer hereby irrevocably authorises PBH in name and on behalf of Hirer, to make any claim to the insurance company in respect of the Equipment, to withhold or compromise such claims; and to receive and give good discharge to insurers for any moneys provided.

6.1. PBH accepts no responsibility for loss or damage to any equipment or materials of the Hirer or any third party, which PBH may agree to store or transport, and any such equipment or materials shall at all times remain at the Hirer’s risk and insurance.

6.2. PBH acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that consequences to Hirer of breach of this Agreement by PBH may be disproportionate to PBH’s rights and remedies resulting from negligence or fraud.

6.3. PBH may recover payment of the price in full in cleared funds.

6.4. In event of loss of or damage to Equipment, Hirer shall be responsible for obtaining its own licence of any software or equipment supplied.

6.5. Nothing in this Agreement will be deemed to grant any right or benefit to any person other than (a) PBH and Hirer (and their respective agents or subcontractors); (b) Hirer in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of PBH’s employees, agents or sub-contractors) shall be limited as follows: PD’s liability will not be limited in respect of any act or omission for which PBH is held liable by the Hirer except that in the case of recorded material, PD’s liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property arising out of the possession or receiver is appointed of any property or assets of Hirer; 2.8. except as provided in these terms, all conditions, warranties and representations concerning the Equipment, their state, quality, description, fitness for purpose or otherwise are excluded.

6.6. In event of loss of or damage to Equipment, Hirer shall be responsible for obtaining its own licence of any software or equipment supplied.

6.7. Nothing in this Agreement will be deemed to grant any right or benefit to any person other than (a) PBH and Hirer (and their respective agents or subcontractors); (b) Hirer in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of PBH’s employees, agents or sub-contractors) shall be limited as follows: PD’s liability will not be limited in respect of any act or omission for which PBH is held liable by the Hirer except that in the case of recorded material, PD’s liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property arising out of the possession or receiver is appointed of any property or assets of Hirer; 2.8. except as provided in these terms, all conditions, warranties and representations concerning the Equipment, their state, quality, description, fitness for purpose or otherwise are excluded.