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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 document or implied by course of dealing and shall not be varied except in writing signed by PBH and Hirer.

Hirer, ensure that all such equipment and services supplied by PBH for use during the Hire Period are returned to PBH in good working order and condition and in accordance with these Terms and at Hirer's expense and risk.

PBH and Hirer agree that, unless otherwise agreed in writing by PBH and Hirer, Equipment shall be returned to PBH to the location where it was supplied to Hirer at the expiration of the Hire Period or promptly thereafter if requested by PBH. PBH may agree to store or transport, and any such equipment or materials shall at no charge to Hirer at all times be at the Hirer's risk.

PBH agrees that no representations or warranties are made by PBH, either express or implied, as to the condition, suitability, performance, use or fitness of Equipment or services or as to the absence of latent or patent defects, faults or defects in Equipment or services; however, if such equipment and services fail to function, PBH will (at its option and without undue delay) either repair or replace the same, at its cost, or refund to Hirer the proportionate part of the Hire Charges paid by Hirer for such equipment and services for the period of time during which such failure or defect existed.

Hirer shall pay all sums payable for Hire Charges on or before the commencement of the Hire Period. PBH shall provide a pro rata credit of Hire Charges if, by PBH's written request, Hirer returns Equipment to PBH in good working order and condition and in accordance with these Terms and at Hirer's own risk and expense.

Hirer agrees to indemnify and keep indemnified PBH against all actions, claims, demands, losses, liabilities, damages, proceedings, costs and expenses whatsoever arising out of the possession, operation or use of Equipment without limited to, any loss or damage to the equipment or any injury or to any person or property, or any liability to such person or property which indemnitee may suffer or incur by reason of or occasioned by PBH's misconduct or negligent performance of its obligations under this Agreement or for death or personal injury caused by PBH's negligence.

5. Risk and Insurance

5.1. Equipment shall be at the risk of Hirer from the time of delivery to Hirer or its carrier until its inspection and confirmation of receipt undamaged following return to PBH's premises. Hirer shall ensure Equipment is safely, securely and adequately packed for return transit to PBH. Hirer shall, unless otherwise agreed in writing by PBH, adequately insure Equipment for all periods and against all risks without limitation of any kind.

5.2. PBH shall not be required to provide insurance on or in connection with the Hire Equipment, and PBH and Hirer will agree to the same.

5.3. Hirer will on request at any time produce to PBH the insurance policy and receipt for current premium. If Hirer fails to provide evidence of insurance to PBH's satisfaction, PBH may (but shall not be required) to store or transport the equipment or materials at the sole risk of Hirer and at Hirer's expense, and in case Hirer will pay PBH's charges for insurance and in event of a claim, the amount of the insurance policy excess or deductible.

5.4. PBH will not be liable to return or to allow any of the Hire Equipment to be returned to the United Kingdom without prior written authority of PBH and, in the event that such authority is given, only on such terms as PBH may reasonably direct.

5.5. 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 document or implied by course of dealing and shall not be varied except in writing signed by PBH and Hirer.

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5.4. PBH will not be liable to return or to allow any of the Hire Equipment to be returned to the United Kingdom without prior written authority of PBH and, in the event that such authority is given, only on such terms as PBH may reasonably direct.
validity of the remaining provisions shall not be affected.

10.6. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement except that PBH may sub-contract all or any of its obligations to a competent third party.

10.7. Any notice under this Agreement shall be in writing and may be served by hand, pre-paid first-class post or airmail, electronic mail or facsimile to its address or facsimile number set out in this Agreement or such other address as is notified for the purpose. A confirming copy of any notice served by electronic mail or facsimile shall be sent by post within 24 hours of transmission.

10.8. This Agreement shall be governed and construed in accordance with English law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.