

TERMS AND CONDITIONS OF HIRE

WARNING: These Terms and Conditions contain exclusion clauses and limitation on liability

1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Agreement means the agreement between the Supplier Silvercrest Scaffolding Limited and the Customer for the hire of the Goods in accordance with these Conditions;

Agreement Documentation means any Order, Hire Delivery Note and these Conditions;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Commencement Date means the date that the Hirer takes Delivery of the Equipment.

Conditions means the terms and conditions set out in this document [as amended from time to time in accordance with clause 15.6.

Delivery means the transfer of physical possession of the Equipment to the Hirer either by delivery to the Site or collection from Silvercrest Scaffolding Limited premises by the Hirer;

Deposit means the amount specified by Silvercrest Scaffolding Limited and notified to the Hirer which is payable by the Hirer in full, in cleared funds prior to the Commencement Date;

Equipment means scaffolding, tubes, fittings, ladders, systems, boards, and fittings (or any part of them) as set out in the Order.

Force Majeure Event has the meaning given in clause 12;

Hire Delivery Note means the document which sets out the Hirer's details, Equipment to be hired, delivery date of the Equipment and location where the Equipment is to be used;

Hire Period means the Minimum Hire Period, as may be extended by the agreement of the parties;

Hirer means the person or firm who hires the Equipment from Silvercrest Scaffolding Limited;

Minimum Hire Period means a week (consisting of seven consecutive days commencing on the Delivery Date) as specified in the Hire Delivery Note;

Order means the Hirer's order for the hire of the Equipment, whether written or verbal;

Hire Charges means the payments made by or on behalf of the Hirer for the hire of the Equipment, as specified in the Agreement Documentation;

Supplier means Silvercrest Scaffolding Limited (registered in England and Wales with company number 07991065), whose registered office is at, 534 London Road, Westcliff, SS0 9HS.

Termination Date means the date the Equipment is returned to Silvercrest Scaffolding Limited;

Total Loss means due to the Hirer's default the Equipment is, in Silvercrest Scaffolding Limited's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated;

VAT means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Construction. In these Conditions, the following rules apply:

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

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes faxes and e-mails.

(f) A reference to this Agreement or to any agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time.

2 Basis of Agreement

2.1 These Conditions apply to the Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Hirer to hire the Equipment in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted when Silvercrest Scaffolding limited either issues the Hire Delivery Note or commences fulfilment of the Order, at which point the Agreement shall come into existence.

2.4 The Agreement constitutes the entire agreement between the parties. The Hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Silvercrest Scaffolding Limited which is not set out in the Agreement.

3 Hire Period

3.1 Silvercrest Scaffolding Limited shall hire the Equipment to the Hirer on and subject to the terms and conditions of this Agreement.

3.2 Silvercrest Scaffolding Limited shall not, other than in the exercise of its rights under this Agreement and applicable law, interfere with the Hirer's quiet possession of the Equipment.

3.3 The date of collection or the delivery of the Equipment will be the Commencement Date for the commencement of the Hire Charges and shall continue for no less than the Minimum Hire Period specified in the Hire Note unless this Agreement is terminated earlier in accordance with its terms.

4 Delivery and Collection

4.1 Silvercrest Scaffolding Limited shall deliver the Equipment to the Site or such other location as the parties may agree (Delivery Location) or make the Equipment available for collection at its premises by the Hirer (Collection Point) at any time after Silvercrest Scaffolding Limited notifies the Hirer that the Equipment is ready. Where Silvercrest Scaffolding Limited has agreed to deliver the

Equipment to the Delivery Location the Hirer shall be responsible for Silvercrest Scaffolding Limited costs incurred in the delivery to include all carriage costs, insurance and any applicable sales taxes.

4.2 Delivery of the Equipment shall be completed where Silvercrest Scaffolding Limited has agreed to deliver the Equipment, on the arrival of the Equipment at the Delivery Location or if Silvercrest Scaffolding Limited and the Hirer have agreed that the Hirer shall collect the Equipment from the Collection Point, delivery shall be completed at the point the Hirer commences loading the Equipment onto the Hirer's vehicle.

4.3 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representatives shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save for any latent defects not reasonably apparent on inspection). The Hirer's duly authorised representative shall sign a Hire Delivery Note as conclusive proof of delivery and acceptance of the Equipment unless the Hirer notifies Silvercrest Scaffolding Limited in writing within 48 hours of delivery of any discrepancy between the Equipment listed in the Hire Delivery Note and the Equipment actually delivered.

4.4 Where the Hirer has elected to collect the Equipment, the Hirer shall inspect the Equipment once it has loaded, and shall sign the Hire Note as conclusive proof of the receipt of the Equipment set out in the Hire Note.

4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Silvercrest Scaffolding Limited shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Hirer's failure to provide Silvercrest Scaffolding Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

4.6 If Silvercrest Scaffolding Limited fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Hirer in obtaining replacement hire equipment of similar description and quality in the cheapest market available, less the Hire Charges of the Equipment. Silvercrest Scaffolding Limited shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Hirer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

4.7 To facilitate Delivery the Hirer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

5 Returns

5.1 The Hirer agrees that at the termination of the Hire Period to return the Equipment to the Silvercrest Scaffolding Limited premises from which it either collected the Equipment or from which Silvercrest Scaffolding Limited delivered the Equipment to the Hirer's site. Following the expiry of the Minimum Hire Period the Hirer must give no less than 48 hours' notice in writing of its intention to terminate the Hire Period, and obtain an off-hire reference from Silvercrest Scaffolding Limited confirming Silvercrest Scaffolding Limited's acceptance of the termination of the Hire Period and the date by which the Equipment must be returned (the Return Date). The Hirer shall remain fully liable for all Hire Payments relating to the Equipment until the Equipment is returned to Silvercrest Scaffolding Limited and it is returned by the Return Date. Accounting procedures for off-hire Equipment will take place after the return by the Hirer of the Equipment to Silvercrest Scaffolding

Limited's premises from which the Equipment was hired. Where Silvercrest Scaffolding Limited has agreed in advance with the Hirer to collect the Equipment upon the agreed Termination Date from the Site, as specified by the Hirer, the Hirer shall be liable for all associated carriage charges, including cost of carriage, any insurance, any other duties or applicable tax associated with the collection of the Equipment and the Hirer shall continue to be fully liable for all Hire Charges in respect of the Equipment until the Equipment has been fully recovered by Silvercrest Scaffolding Limited. Where the Equipment is not at the original Site, the Hirer shall on the request of the Silvercrest Scaffolding Limited confirm the location of the Equipment to Silvercrest Scaffolding Limited in writing within 1 Business Day of receipt of such request from Silvercrest Scaffolding Limited. The Hirer shall permit Silvercrest Scaffolding Limited and any person authorised by the Silvercrest Scaffolding Limited at all times to enter the premises at which the Equipment is located to inspect and examine the Equipment. Silvercrest Scaffolding Limited may in its sole discretion include an additional charge for the full replacement value of the Equipment should Silvercrest Scaffolding Limited have any reason to consider that the Hirer no longer has the Equipment in its possession.

6 Hire Charges and Deposit

6.1 The Hirer shall pay the Hire Charges to Silvercrest Scaffolding Limited in accordance with the terms of this clause and any payment schedule agreed in the Hire Delivery Note. The Hire Charges shall be paid in pounds sterling in cleared funds.

6.2 The Hire Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the matter from time to time prescribed by law.

6.3 All amounts due under this Agreement shall be paid in full without any set-off, counter claim, deduction or withholding (other than by any deduction or withholding of tax as required by law). The Hirer agrees and acknowledges that it shall remain fully liable for all Hire Charges until the Equipment is returned to Silvercrest Scaffolding Limited in accordance with the provision of Condition 5 of these Conditions.

6.4 If the Hirer fails to make any payment due to Silvercrest Scaffolding Limited under this Agreement by the due date for payment then, without limiting Silvercrest Scaffolding Limited remedies, the Hirer shall pay interest on the overdue amount at the rate of (8)% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Hirer shall pay the interest together with the overdue amount.

6.5 The Hirer shall pay the Deposit to Silvercrest Scaffolding Limited where Silvercrest Scaffolding Limited has notified the Hirer that it requires a Deposit prior to the commencement of the Hire Period. The Deposit is a deposit against any loss of or damage caused to the Equipment. If the Hirer causes any loss or damage to the Equipment (in whole or in part) Silvercrest Scaffolding Limited shall be entitled to apply the Deposit against such loss or damage. Silvercrest Scaffolding Limited may utilise the Deposit to off-set any Hire Charges which the Hirer has not paid at the Termination Date and shall notify the Hirer of any shortfall in the outstanding Hire Charges after the Deposit has been utilised. In the event that there is any Deposit remaining after the payment of any outstanding Hire Charges Silvercrest Scaffolding Limited shall refund the balance within five (5) Business Days, at the end of the Hire Period. The Hirer shall pay any shortfall in the Hire Charges after the Deposit has been deducted within 5 Business Days of the end of the Hire Period. Silvercrest Scaffolding Limited shall be entitled to issue invoices monthly at the end of each month of the Hire Period or on

completion of the Hire Period. The Hirer shall be obliged to pay the amounts due under an invoice within 24 hours of receipt where it received the invoice on a Business Day. If the Hirer received the invoice on a non-Business Day it shall pay the invoice on the Business day immediately following the date of receipt.

7 Title risk and insurance

7.1 The Equipment shall at all times remain the property of Silvercrest Scaffolding Limited, and the Hirer 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).

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

(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 Silvercrest Scaffolding Limited may from time to time nominate in writing; and

(b) insurance of such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Silvercrest Scaffolding Limited 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.

7.3 The Hirer shall give immediate written notice to Silvercrest Scaffolding Limited in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.

7.4 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to Silvercrest Scaffolding Limited to confirm the insurance arrangements.

8 Hirer's responsibilities

8.1 The Hirer shall during the term of this Agreement:

(a) ensure that the Equipment is kept and operated in a suitable environment, 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 Silvercrest Scaffolding Limited;

(b) take such steps (including compliance with all safety and usage instructions provided by Silvercrest Scaffolding Limited) 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;

(c) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;

(d) keep Silvercrest Scaffolding Limited fully informed of all material matters relating to the Equipment;

- (e) at all times keep the Equipment in the possession or control of the Hirer;
- (f) permit Silvercrest Scaffolding Limited or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (g) not, without the prior written consent of Silvercrest Scaffolding Limited, part with control of (including for the purposes of repair or maintenance), sell or offer for sale or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (h) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Silvercrest Scaffolding Limited in the Equipment and shall ensure that any mark or labelling on the Equipment which has been added by Silvercrest Scaffolding Limited to identify the Equipment as belonging to Silvercrest Scaffolding Limited is not defaced or removed and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that Silvercrest Scaffolding Limited 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 Silvercrest Scaffolding Limited of any rights such person may have or acquire in the Equipment and a right for Silvercrest Scaffolding Limited to enter onto such land or building to remove the Equipment;
- (i) 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 Hirer shall notify Silvercrest Scaffolding Limited and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Silvercrest Scaffolding Limited on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (j) not use the Equipment for any unlawful purpose; and
- (k) not do or permit to be done anything which could invalidate the insurances referred to in Condition 6.2.

8.2 The Hirer acknowledges that Silvercrest Scaffolding Limited shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify Silvercrest Scaffolding Limited on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this Agreement, including any third party claims for death or personal injury or property damage.

8.3 All Equipment will be inspected on its return to Silvercrest Scaffolding Limited's premises. If following such inspection Silvercrest Scaffolding Limited in its reasonable opinion determines that any Equipment is damaged or unusable Silvercrest Scaffolding Limited shall be entitled to charge the Hirer the cost of repair or replacement of such Equipment. Prior to implementing the charge Silvercrest Scaffolding Limited shall inform the Hirer of its opinion as to the damage of the Equipment and shall give the Hirer 7 days during which it may inspect the Equipment to view the

alleged damage. The Hirer shall be entitled to comment on the damage to the Equipment Silvercrest Scaffolding Limited's opinion as to the damage shall be final.

9 Hirer's insolvency or incapacity

9.1 If the Hirer 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply, or Silvercrest Scaffolding Limited reasonably believes that the Hirer is about to become subject to any of the above then, without limiting any other right or remedy available to Silvercrest Scaffolding Limited, Silvercrest Scaffolding Limited may cancel or suspend the Agreement without incurring any liability to the Hirer, and all outstanding sums in respect of Equipment shall become immediately due.

9.2 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

10 Warranty

10.1 Silvercrest Scaffolding Limited that the Equipment shall substantially conform to its specification (as made available by Silvercrest Scaffolding Limited), be of satisfactory quality and fit for any purpose held out by Silvercrest Scaffolding Limited.

10.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Silvercrest Scaffolding Limited, the Hirer shall be entitled only to such warranty or other benefit as Silvercrest Scaffolding Limited has received from the manufacturer.

10.3 If Silvercrest Scaffolding Limited fails to remedy any material defect in the Equipment in accordance with clause 10.1, Silvercrest Scaffolding Limited shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Hire Charges payable during the remaining term of the Agreement.

11 Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude Silvercrest Scaffolding Limited liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Equipment Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for Silvercrest Scaffolding Limited to exclude or restrict liability.

11.2 Subject to clause 11.1:

(a) Silvercrest Scaffolding Limited shall under no circumstances whatever be liable to the Hirer, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss

of profit, or any indirect, special or consequential loss arising under or in connection with the Contract; and

(b) Silvercrest Scaffolding Limited's total liability to the Hirer in respect of all other losses arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Hire Charges.

11.3 The Conditions set out the full extent of Silvercrest Scaffolding Limited's obligations and liabilities in respect of the Equipment and its hire to the Hirer. In particular, there are no conditions, warranties, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Silvercrest Scaffolding Limited, except as specifically stated in these Conditions. Any condition, warranty, or other term concerning the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.

12 Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13 Termination

Without affecting any other right or remedy available to it, Silvercrest Scaffolding Limited may terminate this Agreement with immediate effect by giving written notice to the Hirer if:

(a) the Hirer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;

(b) the Hirer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

(c) the Hirer repeatedly breaches any of the terms of this Agreement 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; and

13.2 The Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

14 Consequences of Termination

14.1 Upon termination of this Agreement, however caused:

(a) Silvercrest Scaffolding Limited's consent to the Hirer's possession of the Equipment shall terminate and Silvercrest Scaffolding Limited may, by its authorised representatives, without notice

and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Silvercrest Scaffolding Limited on demand:

(i) all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.4;

(ii) any costs and expenses incurred by Silvercrest Scaffolding Limited in recovering the Equipment and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

14.2 Upon termination of this Agreement pursuant to Condition 13, any other repudiation of this Agreement by the Hirer which is accepted by Silvercrest Scaffolding Limited without prejudice to any other rights or remedies of Silvercrest Scaffolding Limited, the Hirer shall pay to Silvercrest Scaffolding Limited on demand a sum equal to the whole of the Hire Charges that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Hire Period.

14.3 The sums payable pursuant to Condition 14.2 shall be agreed compensation for Silvercrest Scaffolding Limited's loss and shall be payable in addition to the sums payable pursuant to Condition 14.1. Such sums may be partly or wholly recovered from any Deposit.

14.4 Termination or expiry of this Agreement 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 Agreement which existed at or before the date of termination or expiry.

15 General

15.1 Assignment and other dealings.

(a) Silvercrest Scaffolding Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

(b) The Hirer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Silvercrest Scaffolding Limited.

15.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail, save where sending a notice of termination which shall be sent by post or courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

(a) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

(b) If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver. A waiver of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 Third party rights. A person who is not a party to the Agreement shall not have any rights to enforce its terms.

15.6 Variation. Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Silvercrest Scaffolding Limited.

15.7 Governing law. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

TERMS & CONDITIONS OF SALE

WARNING: These Terms and Conditions contain exclusion clauses and limitation on liability

1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions means the terms and conditions set out in this document [as amended from time to time in accordance with clause 12.6.

Contract means the contract between Silvercrest Scaffolding Limited and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Contract Documentation means any Order, Order acknowledgement, quotation and any Specification and these Conditions.

Customer means the person or firm who purchases the Goods from Silvercrest Scaffolding Limited.

Force Majeure Event means has the meaning given in clause 11.

Goods means the scaffolding materials, tubes and fittings, boards, ladders, systems etc, or any part of them, or any Second Hand Goods as set out in the Order.

Order means the Customer's order for the Goods, to Silvercrest Scaffolding Limited (whether both written or oral).

Price means the price for the Goods, as defined in Condition 7.1.

Second Hand Goods means Goods which the Customer has hired from Silvercrest Scaffolding Limited and then wishes to purchase from the Supplier, or Goods which the Supplier has bought as second hand to re-sell, where the Goods have been used by third parties, prior to the sale to the Customer under these Conditions.

Specification means any specification for the Goods, including any data sheet that is agreed in writing by the Customer and Silvercrest Scaffolding Limited.

Supplier means Silvercrest Scaffolding Limited (registered in England and Wales with company number 07991065), whose registered office is at Silvercrest Scaffolding Limited, 534 London Road, Westcliff, SS0 9HS

1.2 Construction. In these Conditions, the following rules apply:

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

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes faxes and e-mails.

2 Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification (submitted by the Customer) are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Silvercrest Scaffolding Limited issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Silvercrest Scaffolding Limited which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by Silvercrest Scaffolding Limited and any illustrations contained in Silvercrest Scaffolding Limited's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by Silvercrest Scaffolding Limited shall not constitute an offer. A quotation shall only be valid for a period of 28 Days from its date of issue. Prices quoted verbally are only valid for the day on which they are quoted.

3 Goods

3.1 The Goods are described in the Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Silvercrest Scaffolding Limited against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Silvercrest Scaffolding Limited in connection with any claim made against Silvercrest Scaffolding Limited for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Silvercrest Scaffolding Limited's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Silvercrest Scaffolding Limited reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

3.4 Where the Goods are to be supplied from existing stock of Silvercrest Scaffolding Limited, the Customer acknowledges that any such supply will be subject to availability of the Goods at the date of delivery. The Supplier shall have no liability to the Customer for any non-delivery or failure to deliver due to non-availability of Goods from stock items.

3.5 Where the Goods are Second Hand Goods, they are sold on an "as seen" basis, without any specification or warranty and the Customer shall inspect such Second Hand Goods prior to purchase and Silvercrest Scaffolding Limited shall have no liability for any default in the Second Hand Goods, save where the Customer identifies any broken items on such initial inspection (or within 5 Business Days) of delivery or collection.

4 Delivery

4.1 Silvercrest Scaffolding Limited shall ensure that:

(a) each delivery of the Goods is accompanied by a dated delivery note, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable).

(b) the cost of pallets and containers will be charged to the Customer in addition to the Price of the Goods. However, if the pallets and containers are returned to Silvercrest Scaffolding Limited

undamaged within 14 days of the delivery of the Goods, then Silvercrest Scaffolding Limited will give the Customer credit against such charges.

4.2 Silvercrest Scaffolding Limited shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after Silvercrest Scaffolding Limited notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be complete on the Goods' arrival at the Delivery Location or, where it is agreed that the Customer may collect the Goods from Silvercrest Scaffolding Limited, delivery will be completed at the point of loading of the Goods onto the Customer's vehicle.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Silvercrest Scaffolding Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Silvercrest Scaffolding Limited fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Silvercrest Scaffolding Limited shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Silvercrest Scaffolding Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or Silvercrest Scaffolding Limited's failure to comply with its obligations under the Contract, Silvercrest Scaffolding Limited may at its sole discretion:

(a) store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and

(b) resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Customer shall not be entitled to reject the Goods if Silvercrest Scaffolding Limited delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered. Goods will be deemed to be delivered in conformity with the Contract, unless the Customer notifies Silvercrest Scaffolding Limited in writing within seven Business Days (or three calendar weeks in respect of delivery outside the United Kingdom) of any defect. Silvercrest Scaffolding Limited shall be entitled to inspect the Goods to verify the Order delivered and if in its reasonable opinion it considers that the Goods delivered were incomplete, damaged or defective, Silvercrest Scaffolding Limited will in its sole discretion make good any shortfall or replace any Goods damaged in transit and this shall be the sole liability of Silvercrest Scaffolding Limited.

4.8 Silvercrest Scaffolding Limited may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Warranty

5.1 Silvercrest Scaffolding Limited warrants that on delivery, and, (save for Second Hand Goods), for a period of 3 months from the date of delivery (warranty period), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Silvercrest Scaffolding Limited.

5.2 Where the Goods are Second Hand Goods, Silvercrest Scaffolding Limited is selling such Goods on an "as is" basis and is not giving any warranty in respect of such Second Hand Goods and shall have no liability to the Customer for any defect or fault in their design, material and workmanship, save for the obligation to replace any item with a similar second hand item as described in Condition 3.5.

5.3 Subject to clause 5.4, if:

- (a) the Customer gives notice in writing to Silvercrest Scaffolding Limited during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Silvercrest Scaffolding Limited is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to Silvercrest Scaffolding Limited's place of business.

Silvercrest Scaffolding Limited shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.4 Silvercrest Scaffolding Limited shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Silvercrest Scaffolding Limited oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of Silvercrest Scaffolding Limited following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Silvercrest Scaffolding limited;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Silvercrest Scaffolding Limited shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These Conditions shall apply to any repaired or replacement Goods supplied by Silvercrest Scaffolding Limited.

6 Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until Silvercrest Scaffolding Limited has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) any other goods or services that Silvercrest Scaffolding Limited has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as Silvercrest Scaffolding Limited's bailee;

(b) store the Goods separately (at the Customer's cost and expense) from all other goods held by the Customer so that they remain readily identifiable as Silvercrest Scaffolding Limited's property;

(c) not remove, deface or obscure any of Silvercrest Scaffolding Limited's identifying marks or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured (at the Customer's sole cost and expense) against all risks for their full price from the date of delivery;

(e) notify Silvercrest Scaffolding Limited immediately if it becomes subject to any of the events listed in clause 9.2; and

(f) give Silvercrest Scaffolding Limited such information (including documentary evidence regarding insurances required under Condition 6.3(d)). relating to the Goods as Silvercrest Scaffolding Limited may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Silvercrest Scaffolding Limited may have, Silvercrest Scaffolding Limited may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 Price of Goods

7.1 Subject to Condition 4.7, the price of the Goods shall be the price set out in the quotation (whether written or verbal), or, if no price is quoted, the price set out in Silvercrest Scaffolding Limited's published price list in force as at the date of delivery. Prices quoted are ex-works unless otherwise stated by Silvercrest Scaffolding Limited.

7.2 Silvercrest Scaffolding Limited may, by giving written notice to the Customer at any time before delivery, increase the Price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond Silvercrest Scaffolding Limited's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Silvercrest Scaffolding Limited adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from Silvercrest Scaffolding Limited, pay to Silvercrest Scaffolding Limited such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8 Payment Terms

8.1 Silvercrest Scaffolding Limited may invoice the Customer for the Goods on or at any time after the completion of delivery.

8.2 The Customer shall pay the invoice in full and in cleared funds within 7 days of the date of the invoice. Time of payment is of the essence.

8.3 If the Customer fails to make any payment due to Silvercrest Scaffolding Limited under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of [8]% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Silvercrest Scaffolding Limited may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Silvercrest Scaffolding Limited to the Customer.

9 Customer's insolvency or incapacity

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or Silvercrest Scaffolding Limited reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Silvercrest Scaffolding Limited, Silvercrest Scaffolding Limited may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Silvercrest Scaffolding Limited without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2 For the purposes of clause 9.1, the relevant events are:

(a) the Customer 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no

reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Customer 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 its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(e) a creditor or encumbrancer of the Customer 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 its assets and such attachment or process is not discharged within 14 days;

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

(g) (being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (a)9.2(a) to clause 9.2(h) (inclusive);

(j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(k) the Customer's financial position deteriorates to such an extent that in Silvercrest Scaffolding Limited's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10 Limitation of liability

10.1 Nothing in these Conditions shall limit or exclude Silvercrest Scaffolding Limited's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Silvercrest Scaffolding Limited to exclude or restrict liability.

10.2 Subject to clause 10.1:

- (a) Silvercrest Scaffolding Limited shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, special or consequential loss arising under or in connection with the Contract; and
- (b) Silvercrest Scaffolding Limited's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods, and where the Goods are delivered in instalments Silvercrest Scaffolding Limited's total liability shall be capped at the Price of the Goods delivered under the instalment under which the liability arose.

11 Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12 General

12.1 Assignment and other dealings.

- (a) Silvercrest Scaffolding Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Silvercrest Scaffolding Limited.

12.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal

place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail, save where sending a notice of termination which shall be sent by post or courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Silvercrest Scaffolding Limited.

12.7 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

12.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).