

KAGEY LIGHTING LIMITED'S STANDARD HIRE CONDITIONS

Effective date: 11 December 2014.

- (1) KAGEY LIGHTING LIMITED, we are a company incorporated and registered in England and Wales with company number 06053509 whose registered office is at 4 CHELSEA GARDENS, LONDON, W13 0DS (the **Lessor**);

Information about us and how to contact the Lessor:

- (a) We operate the website www.kageylightingltd.com;
- (b) If you have any questions or if you have any complaints, please contact the Lessor. You can contact the Lessor by telephoning our customer service team at 07557978301 or by e-mailing us at carolgardner64@sky.com.
- (c) If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to us by e-mail, by hand, or by pre-paid post to KAGEY LIGHTING LIMITED at 4 CHELSEA GARDENS, LONDON, W13 0DS. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the order.

and

- (2) You are referred to as the **Lessee** in this agreement.

AGREED TERMS

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement.

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commencement Date:	the date that the Lessee takes Delivery of the Equipment.
Delivery:	the transfer of physical possession of the Equipment to the Lessee at the Site.
Deposit:	the deposit amount set out in the Quote.
Equipment:	the items of equipment listed in the Quote, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
Payment Schedule:	As set out in the Quote 1 which sets out the sums payable under this agreement.
Quote	A quotation for hire made from the Lessor to the Lessee

Site:	the Lessee's nominated premises in the Quote
Rental Payments:	the payments made by or on behalf of Lessee for hire of the Equipment.
Rental Period:	the period of hire as set out in the Quote
Total Loss:	due to the Lessee's default the Equipment is, in the Lessor's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
VAT:	value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.4 A reference to **writing** or **written** includes fax but not e-mail.

2. Equipment hire

2.1 The Lessor shall hire the Equipment to the Lessee subject to the terms and conditions of this agreement.

2.2 The Lessor shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Lessee's quiet possession of the Equipment.

3. Rental Period

The Rental Period starts on the Commencement Date and shall continue for a period of time as specified in the Quote.

4. Rental Payments and Deposit

4.1 The Lessee shall pay the Rental Payments to the Lessor in accordance with the Payment Schedule.

4.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.

4.3 All amounts due under this agreement 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).

4.4 If the Lessee fails to make any payment due to the Lessor under this agreement by the due date for payment, then, without limiting the Lessor's remedies under clause 0, the Lessee shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc'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 Lessee shall pay the interest together with the overdue amount.

- 4.5 The Deposit is a deposit against default by the Lessee of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Lessee shall, on the date of this agreement, pay any deposit specified in the Quote to the Lessor. If the Lessee fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Lessor shall be entitled to apply the Deposit against such default, loss or damage. The Lessee shall pay to the Lessor any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.

5. Delivery

- 5.1 The Lessor shall at the Lessee's expense install the Equipment at the Site. The Lessee shall procure that a duly authorised representative of the Lessee shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Lessee 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. If required by the Lessor, the Lessee's duly authorised representative shall sign a receipt confirming such acceptance.
- 5.2 To facilitate Delivery, the Lessee shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

6. Title, risk and insurance

- 6.1 The Equipment shall at all times remain the property of the Lessor, and the Lessee 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).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Lessee on Delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee (**Risk Period**) until such time as the Equipment is redelivered to the Lessor. During the Rental Period and the Risk Period, the Lessee 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 the Lessor may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Lessor 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

- (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 Lessor may from time to time consider reasonably necessary and advise to the Lessee.
- 6.3 All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Equipment. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 6.4 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Lessee's possession or use of the Equipment.
- 6.5 If the Lessee fails to effect or maintain any of the insurances required under this agreement, the Lessor 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 Lessee.
- 6.6 The Lessee shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

7. Lessee's responsibilities

- 7.1 The Lessee 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;
 - (b) take such steps (including compliance with all safety and usage instructions provided by the Lessor) 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) 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;
 - (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Lessor immediately upon installation;
 - (e) keep the Lessor fully informed of all material matters relating to the Equipment;

- (f) at all times keep the Equipment in the possession or control of the Lessee and keep the Lessor informed of its location;
- (g) permit the Lessor 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;
- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Lessor, together with such additional information as the Lessor may reasonably require;
- (i) not, without the prior written consent of the Lessor, 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;
- (j) not without the prior written consent of the Lessor, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Lessor against all losses, costs or expenses incurred as a result of such affixation or removal;
- (k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Lessor in the Equipment and, where the Equipment has become affixed to any land or building, the Lessee must take all necessary steps to ensure that the Lessor 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 Lessor of any rights such person may have or acquire in the Equipment and a right for the Lessor to enter onto such land or building to remove the Equipment;
- (l) 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 Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (m) not use the Equipment for any unlawful purpose;
- (n) ensure that at all times the Equipment remains identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (o) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to the Site or any

premises where the Equipment is located for the purpose of removing the Equipment; and

- (p) not do or permit to be done anything which could invalidate the insurances referred to in *clause 6*.

7.2 The Lessee acknowledges that the Lessor 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 Lessee or its officers, employees, agents and contractors, and the Lessee undertakes to indemnify the Lessor 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 Lessee to comply with the terms of this agreement.

8. Warranty

8.1 The Lessor warrants that the Equipment shall substantially conform to its specification (as made available by the Lessor), be of satisfactory quality and fit for any purpose held out by the Lessor. The Lessor shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) months from Delivery, provided that:

- (a) the Lessee notifies the Lessor of any defect in writing within ten (10) Business Days of the defect occurring;
- (b) the Lessor is permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Lessor's authorised personnel;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Lessee or on its behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

8.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Lessor, the Lessee shall be entitled only to such warranty or other benefit as the Lessor has received from the manufacturer.

8.3 If the Lessor fails to remedy any material defect in the Equipment in accordance with clause 8.1, the Lessor shall, at the Lessee's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

9. Liability

Business customers

The following terms (clauses 9.1 to 9.4 inclusive) apply to business customers only and not consumers

- 9.1 Without prejudice to clause 9.2, the Lessor's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the replacement value of the equipment hired.
- 9.2 Nothing in this agreement shall exclude or in any way limit:
- (a) either party's liability for death or personal injury caused by its own negligence;
 - (b) either party's liability for fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded by law.
- 9.3 This agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring to the Lessee. 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 the Lessor except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 9.4 Without prejudice to clause 9.2, neither party shall be liable under this agreement for any:
- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of business; or
 - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

Consumers

The following terms (clauses 9.5 to 9.8 inclusive) apply to consumers only and not business customers

- 9.5 If the Lessor fails to comply with these Terms, the shall be responsible for loss or damage that you suffer that is a foreseeable result of the Lessors breach of this Agreement or the Lessor's negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Lessor's breach or if it was contemplated by the Lessee and the Lessor at the time we entered into this contract.
- 9.6 If the Lessor is installing the Equipment and/or providing Services in your property, the Lessor shall make good any damage to your property caused by the Lessor in the course of installation or performance. However, the Lessor is not responsible for the cost of repairing any pre-existing faults or damage to your property that the Lessor discovers in the course of installation and/or performance by the Lessor.

9.7 The Lessor only supplies the equipment for domestic and private use. The Lessee agrees not to use the Equipment for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.8 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

10. Your rights to cancel and applicable refund (this clause 10 only applies to consumers)

A Cancellation Notice is included at the end of this Agreement

10.1 The contract is formed when the Lessor sends you an order confirmation in response to your enquiry or order. The contract between us will only be formed when we send you the order confirmation.

10.2 Before the Lessor delivers the Equipment, the Lessee has the following rights to cancel an Order including where you choose to cancel because the Lessor is affected by an event outside its control or the terms of this Agreement is changed to the Lessee's material disadvantage:

- (a) The Lessee may cancel any order for Equipment within the cancellation periods set out below. The period begins when the Lessee receives an order confirmation from the Lessor.

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	<p>The end date is the end of 14 days after the day on which you receive the Product.</p> <p>Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.</p>
<p>Your Contract is for either of the following:</p> <p>one Product which is delivered in instalments on separate days.</p> <p>multiple Products which are delivered on separate days.</p>	<p>The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.</p> <p>Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.</p>
Your Contract is for the regular delivery of a Product over a set period.	<p>The end date is 14 days after the day on which you receive the first delivery of the Products.</p> <p>Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.</p>

- (b) The simplest way to cancel this agreement is to use the cancellation notice included within this agreement. The Lessor will confirm your cancellation in writing to you;
- (c) if the Lessee cancels an order under clause 10.1(a) and the Lessee has made any payment in advance for Equipment that have not been provided, or delivered to the Lessee, the Lessor will refund these amounts and any delivery charges to the Lessee;
- (d) however, if the Lessee cancels an order for Equipment under clause 10.1(a) and the Lessor has already started work on the Lessee's order by that time, the Lessee will pay the Lessor's costs reasonably incurred in starting to fulfil the order, and this charge will be deducted from any refund that is due to the Lessor or, if no refund is due, invoiced to the Lessee. The Lessor will tell the Lessee what these costs are when the Lessee contacts the Lessor. However,

where the Lessee cancels an order because of the Lessor's failure to comply with this Agreement (except where caused by an event outside the Lessor's control), the Lessee does not have to make any payment to the Lessor;

- 10.3 Once the Lessor has begun to provide the Services to the Lessee, the Lessee may cancel the contract for the Equipment at any time by providing the Lessor with at least thirty (30) calendar days' notice in writing. Any advance payment you have made for any Equipment that has not been provided will be refunded to you.
- 10.4 Once the Lessor has begun to provide the Equipment to the Lessee, the Lessee may cancel the contract for Services with immediate effect by giving the Lessor written notice if:
- (a) The Lessor breaks this contract in any material way and it does not correct or fix the situation within thirty (30) days of the Lessor asking it in writing;
 - (b) The Lessor goes into liquidation or a receiver or an administrator is appointed over its assets;
 - (c) The Lessor changes these Terms to the Lessee's material disadvantage;
 - (d) The Lessor is affected by an event outside the Lessor's control.
- 10.5 If the Lessee has placed an order by telephone or on the internet, this contract is formed when the Lessor sends the Lessee an order confirmation

11. Termination

- 11.1 Without affecting any other right or remedy available to it, the Lessor may terminate this agreement with immediate effect by giving written notice to the Lessee if:
- (a) the Lessee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than five (5) days after being notified to make such payment;
 - (b) the Lessee 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 fourteen (14) days after being notified to do so;
 - (c) the Lessee 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;
 - (d) the Lessee 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;
 - (e) the Lessee 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;
 - (f) 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 Lessee (being a company);

- (g) 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 Lessee (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Lessee (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Lessee or a receiver is appointed over the assets of the Lessee;
- (j) the Lessee (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Lessee 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 Lessee's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Lessee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(d) to clause 11.1(k) (inclusive);
- (m) the Lessee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (n) the Lessee (being an individual) 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;

11.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

12. Consequences of termination

12.1 Upon termination of this agreement, however caused:

- (a) where applicable, that the Lessee will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (b) the Lessor's consent to the Lessee's possession of the Equipment shall terminate and the Lessor may, by its authorised representatives, without notice and at the Lessee'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
- (c) without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:
 - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to *clause 4.4*;
 - (ii) any costs and expenses incurred by the Lessor in recovering the Equipment and/or in collecting any sums due under this agreement

(including any storage, insurance, repair, transport, legal and remarketing costs).

12.2 Upon termination of this agreement pursuant to clause 11.1, any other repudiation of this agreement by the Lessee which is accepted by the Lessor without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor on demand a sum equal to the whole of the Rental Payments 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 Rental Period, less:

(a) a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and

12.3 The sums payable pursuant to clause 9.1 shall be agreed compensation for the Lessor's loss. Such sum may be partly or wholly recovered from any Deposit.

12.4 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.

13. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

14. Confidential information

14.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

15. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

16. Entire agreement

16.1 This agreement 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.

16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. No partnership or agency

18.1 Nothing in this agreement 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.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Third party rights

No one other than a party to this agreement, shall have any right to enforce any of its terms.

20. Notices

20.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

(a) 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); or

(b) sent by fax to its main fax number.

- 20.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) 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.
 - (c) if sent by fax, at 9.00 am on the next Business Day after transmission.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Waiver

No failure or delay by a party to exercise any right or remedy provided under this 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.

22. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Severance

- 23.1 If any provision or part-provision of this 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 this agreement.
- 23.2 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.

24. Governing law

This 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.

25. 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).

CONSUMER CONTRACT CANCELLATION NOTICE

(Complete and return this form only if you wish to withdraw from the contract)

To

KAGEY LIGHTING LIMITED

4 CHELSEA GARDENS,

LONDON,

W13 0DS

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of hire for the following equipment [*/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date