



## INSTASTAND LIMITED – TERMS & CONDITIONS

These terms and conditions apply to the following goods and services supplied by InstaStand Limited:

- (a) Exhibition stand design and build services.
- (b) Event services.
- (c) Sale of display products.
- (d) Hire of display products.

### 1. INTERPRETATION

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

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.7.

**Contract:** the contract between InstaStand and the Client for the supply of Goods and/or Services in accordance with these Conditions.

**Client:** the person or firm who purchases the Goods and/or Services from InstaStand or hires Goods from it.

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**Deliverables:** the deliverables set out in the Order.

**Delivery Location:** has the meaning set out in clause 4.2.

**InstaStand:** InstaStand Limited registered in England and Wales with company number 12902734 and the registered address of 11 Old Claygate Lane, Claygate, Surrey. KT10 0ER.

**Force Majeure Event:** has the meaning given to it in clause 15.1.

**GDPR:** General Data Protection Regulation ((EU) 2016/679)

**Goods:** the products (or any part of them) set out in the Order, be they goods designed or sold by InstaStand.

**Goods Specification:** any specification for the Goods, in respect of exhibition stand and design services, including any relevant plans or drawings that are agreed in writing by the Client and InstaStand.

**Hired Goods:** the products hired from InstaStand by the Client in accordance with the Conditions.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Milestones:** the agreed project deadlines set out the Project Roadmap.

**Order:** the Client's order for the supply of Goods and/or Services or the hire of Goods.

**Project Roadmap:** the timeline of events provided by InstaStand to the Client.

**Rental Period:** the period of hire as set out in clause 8.

**Services:** the services, be they design and build services or general events services, including the Deliverables, supplied by InstaStand to the Client as set out in the Service Specification below.

**Service Specification:** the description or specification for the Services, be they design and build services or general InstaStand, provided in writing by InstaStand to the Client.

**Supplier Materials:** has the meaning set out in clause 99.1(f).

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

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 statutory 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; and
- (e) a reference to **writing** or **written** includes faxes and emails.

## **2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services or hire the Hired Goods in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when InstaStand issues a written acceptance of the Order, or varies the Order and such variation is accepted by the Client, at which point and on which date the Contract shall come into existence (the "Commencement Date").
- 2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of InstaStand which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by InstaStand and any descriptions of the Goods or illustrations or descriptions of the Services contained in InstaStand' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by InstaStand shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of Goods and Services and hire of the Hire Goods except where application to one or the other is specified.

## **3. GOODS**

- 3.1 The Goods are described on either InstaStand' website or, in the case of Goods designed by InstaStand for the Client, the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Client, the Client shall indemnify InstaStand 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 professional costs and expenses) suffered or incurred by InstaStand in connection with any claim made against InstaStand for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the InstaStand' use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 InstaStand reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

#### **4. DELIVERY OF GOODS**

4.1 InstaStand shall ensure that each delivery of the Goods and/or Hired Goods are accompanied by a delivery note which shows the date of the Order, all relevant Client and InstaStand reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 InstaStand shall deliver the Goods and/or Hired Goods to the location set out in the Order or such other location as the parties may agree, this could include InstaStand' own premises (the "Delivery Location") at any time after InstaStand notifies the Client that the Goods are ready.

4.3 Delivery of the Goods and/or Hired Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 InstaStand acknowledges that time of delivery of the Goods and/or Hired Goods is of the essence and InstaStand shall ensure that the Goods and/or Hired Goods are delivered to the Client by the quoted date (or such other date that is agreed in writing with the Client). InstaStand shall not be liable for any delay in delivery of the Goods and/or hired Goods to the extent that such delay is directly caused by a Force Majeure Event or the Client's failure to provide InstaStand with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Hired Goods.

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

4.6 If the Client fails to accept or take delivery of the Goods within 7 Business Days of InstaStand notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by InstaStand' failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the 7th Business Day following the day on which InstaStand notified the Client that the Goods were ready; and

- (b) InstaStand shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).
- 4.7 If 14 Business Days after InstaStand notified the Client that the Goods were ready for delivery the Client has not accepted delivery of them, InstaStand may resell or otherwise dispose of part or all of the Goods.
- 4.8 InstaStand 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 Client to cancel any other instalment.

## 5. **QUALITY OF GOODS**

- 5.1 InstaStand warrants that on delivery the Goods shall:
  - (a) conform in all material respects with their description or the Goods Specification or, in the case of Goods designed by InstaStand for the Client, the Goods Specification; and
  - (b) be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
  - (a) the Client gives notice in writing within 14 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (b) InstaStand is given a reasonable opportunity of examining such Goods; and
  - (c) the Client (if asked to do so by InstaStand) returns such Goods to the InstaStand' place of business at the Client's cost,

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

- 5.3 InstaStand shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
  - (a) the Client makes any further use of such Goods after giving a notice in accordance with clause 5.2;
  - (b) the defect arises because the Client failed to follow the InstaStand' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (c) the defect arises as a result of InstaStand following any drawing, design or Goods Specification supplied by the Client;
  - (d) the Client alters or repairs such Goods without the written consent of InstaStand;

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  - (f) the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, InstaStand shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by InstaStand under clause 5.2.

## **6. TITLE AND RISK**

- 6.1 The risk in the Goods shall pass to the Client on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Client until InstaStand receives payment in full (in cleared funds) for the Goods and any other goods that InstaStand has supplied to the Client in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Client, the Client shall:
- (a) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on InstaStand' behalf from the date of delivery;
  - (c) notify InstaStand immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m); and
  - (d) give InstaStand such information relating to the Goods as InstaStand may require from time to time.
- 6.4 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), then, without limiting any other right or remedy InstaStand may have:
- (a) the Client's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) InstaStand may at any time:
    - (i) require the Client to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii) if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

## **7. SUPPLY OF SERVICES**

- 7.1 InstaStand shall provide the Services to the Client in accordance with the Service Specification in all material respects.
- 7.2 InstaStand acknowledges that time is of the essence for the performance of the Services and Exhibitions Services shall ensure that it meets all performance dates for the Services providing that the Client meets all Milestones set out the Project Roadmap provided to it.
- 7.3 InstaStand shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and InstaStand shall notify the Client in any such event.
- 7.4 InstaStand warrants to the Client that the Services will be provided using reasonable care and skill.
- 7.5 Any cancellation of Services must be submitted in writing at the earliest opportunity. Subject to clause 7.6, dependent upon the time of cancellation, the following charges will apply:
- (a) In respect of the supply of Services: at the point of cancellation, all project management and expenses payments to date will apply. In the event that a cancellation notification is received less than 60 days prior to the start of the provision of Services, full charges of Services and all administration, project management and expenses charges will apply.
  - (b) In respect of Hired Goods:
    - (i) 100% payment if cancelled 0 - 7 days prior to the event;
    - (ii) 75% payment if cancelled 8 -14 days prior to the event;
    - (iii) 50% payment if cancelled 15 - 21 days prior to the event; and
    - (iv) 25% payment if cancelled 22 - 28 days prior to the event.

Any deposits paid are non-refundable.

- 7.6 Where this Contract is terminated by the Client pursuant to clause 14 or because of a Force Majeure Event (as defined in clause 15) no cancellation charges will be payable by the Client.

## **8. GOODS HIRE**

- 8.1 InstaStand shall hire the Hired Goods to the Client subject to the terms of the Conditions and, in particular, this clause 8.

- 8.2 The Rental Period shall last for the period specified in the Order unless this agreement is terminated earlier in accordance with clause 14.
- 8.3 The Hired Goods shall at all times remain the property of InstaStand, and the Client shall have no right, title or interest in or to the Hired Goods (save the right to possession and use of the Goods subject to the terms of the Conditions).
- 8.4 The risk of loss, theft, damage or destruction of the Hired Goods shall pass to the Client on Delivery. The Hired Goods shall remain at the sole risk of the Client during the Rental Period and any further term during which the Hired Goods are in the possession, custody or control of the Client (the "Risk Period") until such time as the Hired Goods are returned to InstaStand. During the Rental Period and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Hired Goods to a value not less than the full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as InstaStand may from time to time nominate in writing;
  - (b) insurance for such amounts as a prudent owner or operator of the Hired Goods would insure for, or such amount as InstaStand 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 Hired Goods; and
  - (c) insurance against such other or further risks relating to the Hired Goods as may be required by law, together with such other insurance as InstaStand may from time to time consider reasonably necessary and advise to the Client.
- 8.5 The Client shall give immediate written notice to InstaStand in the event of any loss, accident or damage to the Hired Goods arising out of or in connection with the Client's possession or use of the Hired Goods.
- 8.6 If the Client fails to effect or maintain any of the insurances required under this agreement, InstaStand 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 Client.
- 8.7 The Client shall, at all times whilst in possession of the Hired Goods:
- (a) ensure that the Hired Goods are kept in a suitable environment;
  - (b) take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Hired Goods are at all times safe and without risk to health when it being set, used, cleaned or maintained by a person at work;
  - (c) make no alteration to the Hired Goods and shall not remove any existing component(s) from the Hired Goods;

- (d) keep InstaStand fully informed of all material matters relating to the Hired Goods;
- (e) permit InstaStand or its duly authorised representative to inspect the Hired Goods at all reasonable times and shall grant reasonable access for such inspection;
- (f) not, without the prior written consent of InstaStand, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hired Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of them;
- (g) not without the prior written consent of InstaStand, attach the Hired Goods to any land or building so as to cause the Hired Goods to become a permanent or immovable fixture on such land or building. If the Hired Goods do become affixed to any land or building then the Hired Goods must be capable of being removed without material injury to such land or building and the Client shall repair and make good any damage caused by the affixation or removal of the Hired Goods from any land or building and indemnify InstaStand against all losses, costs or expenses incurred as a result of such affixation or removal;
- (h) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of InstaStand in the Hired Goods and, where the Hired Goods have become affixed to any land or building, the Client must take all necessary steps to ensure that InstaStand may enter such land or building and recover the Hired Goods both during the term of this agreement and for a reasonable period thereafter;
- (i) not suffer or permit the Hired Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hired Goods are so confiscated, seized or taken, the Client shall notify InstaStand and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Hired Goods and shall indemnify InstaStand on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (j) not use the Hired Goods for any unlawful purpose;
- (k) ensure that at all times the Hired Goods remain identifiable as being InstaStand' property and wherever possible shall ensure that a visible sign to that effect is attached to the Hired Goods; and
- (l) deliver up the Hired Goods at the end of the Rental Period or on earlier termination at such address as InstaStand requires, or if necessary allow InstaStand or its representatives access to any premises where the Hired Goods are located for the purpose of removing the Hired Goods.

8.8 The Client acknowledges that InstaStand shall not be responsible for any loss of or damage to the Hired Goods arising out of or in connection with any negligence, misuse, mishandling of the Hired Goods or otherwise caused by the Client or its officers, employees, agents and contractors, and the Client undertakes to indemnify InstaStand 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 Client to comply with the Conditions.

## **9. CLIENT'S OBLIGATIONS**

### **9.1 The Client shall:**

- (a) ensure that the terms of the Order and (if submitted by the Client) the Goods Specification are complete and accurate;
- (b) co-operate with InstaStand in all matters relating to the Services;
- (c) provide InstaStand, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by InstaStand to provide the Services;
- (d) provide InstaStand with such information and materials as InstaStand may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (f) keep and maintain all materials, equipment, documents and other property of InstaStand (the "Supplier Materials") at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to InstaStand, and not dispose of or use the Supplier Materials other than in accordance with the InstaStand' written instructions or authorisation.

### **9.2 If InstaStand' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation, except to the extent that any act, omission or failure by the Client is as a result of a Force Majeure Event (as defined by clause 15.1) ("Client Default"):**

- (a) InstaStand shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays InstaStand' performance of any of its obligations;
- (b) InstaStand shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the InstaStand' failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Client shall reimburse InstaStand on written demand for any costs or losses sustained or incurred by InstaStand arising directly or indirectly from the Client Default.

## 10. CHARGES AND PAYMENT

- 10.1 The price for the sale of Goods shall be InstaStand' quoted price as set out in the Goods Specification (or any alternative price that is agreed in writing by the Client). The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, but such costs shall be agreed with the Client in advance. In the event that a credit account has not been approved, payment will become due before the release of goods.
- 10.2 The charges for Services shall be on a time and materials basis:
- (a) The price quoted for Services shall be InstaStand' quoted price for the duration of the event/exhibition for which they are intended, up to a maximum of 7 days. The Client shall pay such deposit as InstaStand shall direct. The quoted price is based on the Service Specification given at the time of the latest quotation.
  - (b) Should additional work be required, a further quotation will be provided.
  - (c) Any additional post-event/exhibition items invoiced will be required to be paid immediately.
- 10.3 The rental payments for Hired Goods:
- (a) Shall be InstaStand' quoted prices at the date of delivery (the "Rental Payments").
  - (b) The Client shall pay the Rental Payments to InstaStand in return for the Hired Goods.
  - (c) In addition to the Rental Payments, the Client may also be required to pay InstaStand a deposit against default by the Client of payment of any Rental Payments or any loss of or damage caused to the Hired Goods. In the event that a deposit is required, this will be set out in the quotation. If the Client fails to pay any of the Rental Payments, or causes any loss or damage to the Hired Goods (in whole or in part), InstaStand shall be entitled to apply the deposit against such default, loss or damage.
- 10.4 InstaStand reserves the right to:
- (a) increase the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. InstaStand will give the Client written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify InstaStand in writing within 2 weeks of the date of InstaStand' notice and InstaStand shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Client; and

- (b) increase the price of the Goods or the Hired Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to InstaStand that is due to:
    - (i) any factor beyond the control of InstaStand (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
    - (ii) any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
    - (iii) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give InstaStand adequate or accurate information or instructions in respect of the Goods.
  
- 10.5 In respect of Goods, InstaStand shall invoice the Client on or at any time after completion of delivery.
  
- 10.6 In respect of Services, InstaStand shall invoice the Client at the point of installation or at a chosen point prior to installation (subject to InstaStand' absolute discretion and as outlined in the quotation), whichever is sooner.
  
- 10.7 The Client shall pay each invoice submitted by InstaStand:
  - (a) within 30 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by InstaStand, and

time for payment shall be of the essence of the Contract.
  
- 10.8 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by InstaStand to the Client, the Client shall, on receipt of a valid VAT invoice from InstaStand, pay to InstaStand such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or Hired Goods at the same time as payment is due for the supply of the Services or Goods.
  
- 10.9 The preferred method of payment shall be direct transfer.
  
- 10.10 If the Client fails to make any payment due to InstaStand under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per annum above the 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 Client shall pay the interest together with the overdue amount.
  
- 10.11 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. InstaStand may,

without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by InstaStand to the Client.

- 10.12 A surcharge shall be applied to payments made by AMEX, credit or commercial debit card. Such surcharge is subject to change and confirmation of the exact amount will be provided upon request.

## 11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods, the Hired Goods and the Services, including the design services, shall be owned by InstaStand. InstaStand hereby grants the Client a perpetual royalty free licence to use these Intellectual Property Rights, subject to payment of its invoices.
- 11.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on InstaStand obtaining a written licence from the relevant licensor on such terms as will entitle InstaStand to license such rights to the Client.
- 11.3 All Supplier Materials are the exclusive property of InstaStand.

## 12. **CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

## 13. **LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 13.1 Nothing in these Conditions shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1:

- (a) Each party shall under no circumstances whatever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Each party's total liability to the other party 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 fees payable or paid to InstaStand in accordance with these Conditions.

13.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.4 This clause 13 shall survive termination of the Contract.

#### **14. TERMINATION**

14.1 Without limiting its other rights or remedies InstaStand may terminate the Contract by giving the Client not less than 1 months' written notice.

14.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (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;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than

(where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (d) 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (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 other party (being a company);
- (h) the holder of a qualifying charge over the assets of the other party (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 other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(b) to clause 14.2(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (l) the other party's financial position deteriorates to such an extent that in InstaStand' opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.3 Without limiting its other rights or remedies, InstaStand may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

14.4 Without limiting its other rights or remedies, InstaStand may suspend the supply of Services or all further deliveries of Goods or Hired Goods under the Contract or any other contract between the Client and InstaStand if the Client fails to pay any amount due under this Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), or

InstaStand reasonably believes that the Client is about to become subject to any of them.

14.5 On termination of the Contract for any reason:

- (a) the Client shall return all of Supplier Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then InstaStand may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect;
- (d) InstaStand's consent to the Client's possession of the Hired Goods shall terminate and InstaStand may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Hired Goods and for this purpose may enter any premises at which the Hired Goods are located;
- (e) In respect of outstanding Rental Payments, any sums may be partly or wholly recovered from the deposit.

14.6 On termination of the Contract by InstaStand pursuant to clause 14.2 or 14.3, the Client shall immediately pay to InstaStand all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, InstaStand shall submit an invoice, which shall be payable by the Client immediately on receipt.

14.7 On termination of the Contract by InstaStand pursuant to clause 14.1 or by the Client pursuant to clause 14.2, InstaStand shall immediately provide the Client with a full refund of any charges and/or fees paid by the Client prior to the effective date of termination.

## 15. **FORCE MAJEURE**

15.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of InstaStand including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of InstaStand or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 15.2 InstaStand shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 15.3 If the Force Majeure Event prevents InstaStand from providing any of the Services and/or Goods or Hired Goods for more than 2 weeks, InstaStand shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.
- 15.4 If this Contract is terminated further to a Force Majeure Event, the Client shall not be liable to pay any further charges or fees to InstaStand, including (but not limited to) any cancellation charges and within 30 days of the date of termination InstaStand shall provide the Client with a full refund of any charges or fees paid prior to the effective date of termination.

**16. DATA PROTECTION AND DATA PROCESSING**

- 16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation or InstaStand' Privacy Policy. In respect of InstaStand' Privacy Policy, the Client acknowledges that it has read, and agrees to the terms of the document. In this clause 16, Applicable Laws means (for so long as and to the extent that they apply to InstaStand) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 16.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and InstaStand is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 16.3 Without prejudice to the generality of clause 16.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to InstaStand for the duration and purposes of the Contract.
- 16.4 Without prejudice to the generality of clause 16.1, InstaStand shall, in relation to any Personal Data processed in connection with the performance by InstaStand of its obligations under the Contract:
- (a) process that Personal Data only on the written instructions of the Client unless InstaStand is required by Applicable Laws to otherwise process that Personal Data. Where InstaStand is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, InstaStand shall promptly notify the Client of this before performing

the processing required by the Applicable Laws unless those Applicable Laws prohibit InstaStand from so notifying the Client;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area.
- (e) assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16.

## **17. GENERAL**

### **17.1 Assignment and other dealings.**

- (a) InstaStand may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Client shall not, without the prior written consent of InstaStand, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

## 17.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or email.
- (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 17.2(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 email, 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.

## 17.3 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 one party gives notice to the other of the possibility that 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.

17.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.

17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither

party shall have authority to act as agent for, or to bind, the other party in any way.

- 17.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.7 **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 agreed in writing and signed by InstaStand.
- 17.8 **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.
- 17.9 **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).

I hereby acknowledge that I have read and understood the above terms and I accept them without amendment:

Signed: .....

Name: .....

For and on behalf of: .....

Date: