



Terms & Conditions of Hire

1. Interpretation

- a) This contract is made between **Breakdancing Octopus Ltd**, forthwith known as “**BDO**” and the person named in the booking, forthwith known as “**the hirer**”.
- b) The hirer is the person named on the booking and declares that they are over eighteen years of age and is legally entitled to enter into this Agreement on their own behalf. If the hirer is entering into this Agreement on behalf of another individual or on behalf of a company/organisation/charity, they declare that they have the full authority to do so.
- c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- d) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- e) A reference to writing or written includes emails.
- f) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Basis of the Contract

- a) The hirer must provide three forms of identification in order to hire equipment. BDO requires a valid passport and two utility bills dated within the last three months confirming the hirer's address. If the hire is over £500.00 or for DJ equipment, we also require the hirer's passport for the duration of the rental as well as a payslip dated within the last three months.
- b) For businesses, the hirer must provide a copy of the hirer's business letter headed paper, which contains the registered company number and full registered company address.
- c) Where a hirer has terms and conditions covering purchasing and hiring that conflict with BDO's Terms & Conditions of Hire, then BDO's Terms & Conditions of Hire shall take precedence and supersede any such alternative terms unless specifically agreed in writing by a Director of BDO prior to the hire date.
- d) The hirer must hold their own sufficient valid insurance to cover the terms of hire to be produced upon request by BDO.
- e) BDO will only provide the services and hired equipment that have been agreed upon. If the hirer requires anything in addition to this, they must notify BDO and request an additional quote formally.
- f) Any hirer who contravenes this contract in any way may, at the discretion of a director of BDO, be excluded from entering future contracts for the hire of equipment and services.
- g) BDO reserves the right to change these Terms & Conditions of Hire at any time and without prior notice.

3. Acceptance of Terms

- a) By hiring equipment or services from BDO, the hirer automatically signifies their unconditional and express acceptance in whole of BDO's terms as set out in this Terms & Conditions of Hire.
- b) By providing the information required on the booking form, paying or making a deposit, or showing their acceptance to hire equipment or services by phone, written or electronic communication, or through the BDO online portal, the hirer agrees to be bound unconditionally by BDO's Terms & Conditions of Hire.

4. Hirer Obligations

The hirer shall:

- a) Ensure that the hired equipment is kept and operated in a suitable environment and used only for its intended purpose and in accordance with the manufacturer's instructions.
- b) Not change or alter the hired equipment in any way.
- c) Notify BDO immediately of when the hired goods are damaged and/or require maintenance or repairs.
- d) (Where applicable) provide full and clear site access in a timely manner to BDO. Failure to do so may result in ramifications from BDO.
- e) (Where applicable) provide parking within 20 meters of the site location.
- f) Not bypass BDO by paying staff directly or employing them directly for current and future events without express permission from BDO.
- g) (Where applicable) ensure that where dry hire equipment is hired, the hirer has the appropriate knowledge to set up/operate/dismantle the equipment. If the hirer does not, they will be required to hire a technician with suitable qualifications and experience to do this on their behalf. BDO will not be held liable for any such user error caused by the hirer or the instructed technician due to a lack of knowledge and/or experience.
- h) Ensure they call BDO's out-of-hours answering service with any technical issues which arise to enable them to assist. Failure to do so will result in no liability being apportioned or refunds being provided by BDO.
- i) (Where applicable) ensure when hiring a karaoke system:
 - i. That they are aware and understand that the content is streamed, and due to this, shall guarantee that there is a minimal internet connection speed of 10mbps dedicated solely to the system and not shared with other devices.
 - ii. That there is a strong Wi-Fi signal from the karaoke system to the wireless access point, which is used as a gateway for the internet connection.

5. Cancellation of Hire

- a) Without prejudice to any other rights or remedies in the event of cancellation of any order by the hirer, BDO reserves the right to make a cancellation charge as stipulated in this clause.
- b) This contract comes into existence on the day you complete this Agreement with BDO. As required by the Regulations, details of our after-hiring service and guarantees, if any, are given along with these Terms and Conditions.
- c) Under Consumer Contracts Regulations 2013, the hirer has a right to cancel this hire Agreement. The hirer may exercise the cancellation right to cancel this contract within 14 days of entering it.
- d) Due to the Consumer Contracts Regulations 2013, BDO will not be able to hand over the possession of the equipment for 14 days unless you agree to a waiver (see the end of The Agreement). In the event of cancellation within this 14-day period, the deposit that you have paid will be returned to you less an administration fee of £20.00.
- e) If you have signed the waiver because you require the equipment within 14 days of entering this Agreement, and you cancel, any sums you paid to BDO will be non-refundable.
- f) In the event of cancellation beyond the 14-day period, the following provisions will apply:
 - i. If BDO cancels the hire services, any fees paid will be repaid to the hirer within 14 days of cancellation, and no further refunds, sum, or compensation will be payable to the hirer by BDO arising from such cancellation.
 - ii. If the hirer seeks to cancel the hire services more than 14 days before the hire period commences, then the fees paid shall be forfeited. No further sums will be due from the hirer to BDO.
 - iii. If the hirer seeks to cancel the hire services less than 14 days before the hire period commences, then any fees paid will be forfeited. Any expenses incurred as of the date of cancellation must also be paid by the hirer, and those paid shall also be non-refundable. In addition, a cancellation fee will be immediately due, which shall be 100% of the hire charges, less any fees already paid.

6. The Equipment

- a) All equipment hired remains, and shall always remain, the property of BDO, and the hirer has no right, title, or interest in or to the hired equipment (save the right to possession and use of the hired equipment subject to the terms and conditions of this Agreement).
- b) The risk of loss, theft, damage, or destruction of the hired equipment shall pass to the hirer on Collection or Delivery. The hired equipment shall remain at the sole risk of the hirer during the hire period and any further term during which the hired equipment is in the possession, custody, or control of the hirer until such time as the hired equipment is returned/redelivered to BDO.
- c) All equipment must be used for the purpose for which the manufacturer intended it.
- d) Notification of equipment travelling outside mainland UK must be agreed in writing by a Director of BDO at the time of booking.
- e) BDO reserves the right to inspect all hired equipment at any time during the hire period.
- f) The hirer must not hire, sub-hire, or assign to another party any equipment hired under this contract without prior written permission by a Director of BDO.
- g) The equipment shall be deemed to be in good repair and condition and to the hirer's satisfaction unless the hirer gives notice otherwise at the point of collection or on receipt of delivery by BDO.
- h) The hirer must ensure that the equipment is not vulnerable to theft, damage, or adverse environmental elements such as excess heat, humidity, coldness, moisture, liquids, or dust.
- i) The equipment shall be at the risk of the hirer as to all loss and damage whatsoever during the hire period, and the hirer will be responsible for paying the first £5,000.00 towards the costs of replacement or repair to any individual piece of equipment which is damaged, lost or stolen whilst in the hirer's care except where this is due to negligence on the part of the hirer in which case the hirer will be responsible for meeting the full cost of replacement or repair to the equipment.
- j) BDO gives no warranty that goods supplied for hire fit the hirer's purpose or purposes. The hirer warrants that he/she has satisfied him/herself that the goods will be fit for every purpose for which he/she requires them and that he/she does not rely on any skill or judgment of BDO in this regard.
- k) While BDO will always attempt to provide the ordered equipment, BDO reserves the right to provide substitute equipment. BDO also reserves the right to terminate this contract without liability if, for any reason beyond BDO's control, BDO is unable to supply the equipment as described in the booking. In the unlikely event of BDO not being able to fulfil your booking, all monies paid to BDO will be refunded, but this will be the limit of BDO's liability to the hirer.
- l) Conditions, warranties, or other terms implied by statute or common law in any country are excluded from this Agreement to the fullest extent permitted by law. BDO is not liable to any person in any circumstances if at any time the equipment has been damaged in any way, whatever, or the equipment has been repaired or serviced by someone not authorised by BDO to provide that service.
- m) All equipment must be checked by the hirer with a member of the BDO team and signed for to confirm receipt. Any discrepancies must be notified immediately to BDO and signed for as a discrepancy. If a signature is not provided, then the hirer is signifying their automatic and unconditional acceptance of the equipment on the invoice provided.

7. Collection of Equipment by Hirer

- a) All equipment must be collected from BDO's premises unless special arrangements have been made and agreed to in writing prior to the hire date.
- b) It is the hirer's responsibility to arrange appropriate and adequate transportation of the equipment they are hiring if they have not agreed in writing and paid for BDO's transportation services prior to the hire date.
- c) Any information regarding the value, size, weight, protection, or suitable transport must be made at the time of booking and not on the hire date.
- d) The equipment is at the hirer's risk as soon as it is collected by the hirer.

8. Transportation of Equipment by BDO

- a) By email request before the hire period, the equipment can be delivered and collected on behalf of the hirer by BDO; however, BDO will charge the hirer for all expenses incurred for delivery and collection. These fees include but are not limited to the London Congestion Charge, Ultra Low Emissions Zone charge, fuel, parking permits, tickets, and parking fines incurred.
- b) The hirer must provide adequate legal parking for BDO's vehicle(s) for the duration of delivery, collection, setup, dismantle, and event.
- c) Delivery and collection are not available in all areas.
- d) Delivery/collection are only to/from the roadside unless the hirer has booked set up and/or dismantle at an additional cost to the transportation fee.
- e) For collection at the end of a hire period, the equipment must be dismantled and made ready for transit in the same form it was delivered. The equipment must be made available at the roadside ready for BDO transport to load. Please see clauses 15b and 15c for information on penalties.
- f) Any delivery and collection requests for out-of-hours transport will be subject to an additional charge each way, depending on the time of the delivery or collection.
- g) If the hirer has chosen delivery only unless the hirer has booked set up and/or dismantle at an additional cost to the transportation fee, all hired equipment should be installed by a competent person.
- h) BDO cannot accept any responsibility for damage done to personnel or property whilst the equipment is on hire or in transit.
- i) BDO will use their own private transport but, when necessary, may utilise other parties' services and vehicles to transport equipment.
- j) BDO will endeavour to meet any agreed delivery conditions but cannot accept responsibility for any delay in delivery and/or collection, howsoever caused.
- k) The equipment is entirely the hirer's responsibility until the equipment is loaded back onto BDO's vehicles for return to BDO's premises.
- l) Where delivery or collection cannot be completed because of a lack of access at the delivery address or the equipment not being ready and waiting for collection as per clause 8e, the hirer shall still be liable for all agreed charges and for any additional costs incurred in the attempt to complete the delivery and/or collection.
- m) The equipment is at the Hirers risk as soon as it is delivered to the Hirer.

9. Transportation by the Hirer

- a) It is the hirer's responsibility to arrange his/her own appropriate transportation.
- b) BDO cannot be held liable for any loss or penalties, either financial or otherwise, incurred by the hirer due to the hirer not arranging and providing adequate transportation for the equipment being hired.
- c) BDO cannot be held liable for any transportation fees however they may result in order to transport the hirer's equipment.

10. Returning the Equipment

- a) Equipment must be returned before the end of the pre-agreed hire period.
- b) Unless specified, hire charges are based on a period of one day (24 hours) or part thereof, irrespective of whether the equipment is in use or not.

11. Recording

- a) Should you require the services of BDO to record your event in any format; both visually and/or audibly; a written document will be completed and agreed by a BDO sales team member, a BDO engineer (who is managing the recordings), and you the hirer, prior to the event date. (All recordings will be provided in a download format).
- b) Post-Production will be a separate chargeable service.
- c) We will provide the recording in a timely manner.
- d) Once media is provided, we will not keep backups of the files.
- e) If you require an audio feed from any BDO equipment, including but not limited to a DJ mixer, video mixer/switcher, and/or audio mixing desk, as well as any other streaming or recording devices, we accept no liability for the sound and/or video quality, the integrity of that signal, including disruptions, consistent levels or that it is fit for the purpose the hirer intended.
- f) Any recordings will be provided in accordance with the General Data Protection Regulation handling rules.

12. Price Match and Price Beat Guarantee

- a) BDO will try to provide the most competitive pricing on a hirer's order.
- b) Should exactly the same equipment and accessories be available to hire from a UK-registered business who are VAT registered and based within the M25 motorway boundary (for the exact dates and times that a valid quote has been provided by BDO), then a price match will be offered at the discretion of a Director of BDO.
- c) BDO's Price Match & Price Beat Guarantee only covers equipment rental and does not extend to transportation, services, or labour costs.

13. Payment, Deposits, Quotes & Refunds

- a) All quotes are valid for a period of 30 days unless otherwise stated.
- b) The provision of a quote does not guarantee or confirm that the relevant equipment or services are available and may be withdrawn without prior notice or explanation at any time.
- c) All quotations and prices are subject to the addition of Value Added Tax at the rate applicable on the date of invoice.
- d) All quotations are made by BDO without obligation, and BDO reserves the right at any time to vary any quotation or part thereof or to refuse acceptance of any order without assigning any reason for such refusal, although once the full payment or deposit has been paid, the price will be fixed.
- e) The hirer is required to pay the full cost of the hire prior to the equipment leaving BDO's premises.
- f) All deposits paid to BDO to secure a booking are non-refundable in accordance with clause 5.
- g) BDO reserves the right to remove any or all discounts without prior notice or for the failure to make payment of outstanding monies due for both hires and sales.
- h) All refunds will be processed within fourteen days of the hirer providing appropriate account details.
- i) BDO will exercise their statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if BDO is not paid according to the agreed terms in clause 13e for non-account holders. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time but at 8% a year for any period when that base rate is below 0% and will incur a minimum charge of £25.00).
- j) Under the terms of this Agreement, the hirer agrees to pay any and all legal costs, fees and disbursements incurred by us instructing Debt Recovery agents of legal representatives to recover outstanding sums owed under the contract from you.
- k) Where equipment is damaged or stolen whilst on hire and repair or replacement fees result, the amount due is immediately payable.
- l) All amounts due under the Contract 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).

14. Account Holders

- a) Account holders must pay all invoices within 30 days of the invoice date unless other arrangements have been made and confirmed in writing by a Director of BDO.
- b) BDO will not enter contracts for the hire of equipment or services if the hirer or organisation has outstanding debts with BDO.
- c) BDO will exercise their statutory right (Late Payment of Commercial Debts Regulations 2002) to claim interest and compensation for debt recovery costs under the late payment legislation if BDO is not paid according to the agreed terms. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time but at 8% a year for any period when that base rate is below 0% and will incur a minimum charge of £25.00).
- d) Under the terms of this Agreement, the hirer agrees to pay any and all legal costs, fees and disbursements incurred by us instructing Debt Recovery agents of legal representatives to recover outstanding sums owed under the contract from you.
- e) Where equipment is damaged or stolen whilst on hire and repair or replacement fees result, the amount due is immediately payable.

15. Penalties

- a) Any equipment returned after the booked return date will be charged for at a minimum of one extra day's hire fee, regardless of the original hire period.
- b) The hirer must have the equipment dismantled, packed and ready for collection at the end of the hire period when booked on a standard hire (unless prior arrangements for dismantling and removal have been agreed in writing and paid for).
- c) If clause 15b has not been adhered to, then the hirer is liable for additional charges, which may include but is not limited to extending the hire period until dismantling and packing have taken place, and the goods are returned to BDO's premises.
- d) Hiring commences on collection and ends when the equipment is returned to BDO's premises.
- e) BDO will check the equipment and inform the hirer within ten working days of any loss or damage.
- f) Any costs incurred by BDO in respect of replacement or repair, or if the equipment is lost or damaged during the hire period, must be met by the hirer.
- g) BDO or parties acting on BDO's behalf are authorised by this contract to contact the hirer at the hirer's premises or associated locations at any time in the recovery of equipment not returned at the end of the hire period.
- h) The hirer undertakes to keep and return the equipment in good order and in the same condition as provided at the point of hire. Any equipment returned in a soiled or dirty condition may incur a cleaning charge as listed in clause 16.
- i) Equipment is to be kept in a secure safe environment with no exposure to the elements, food, drink, or other liquids. Should this hirer not adhere to this, then BDO reserves the right to charge the hirer for any damage.
- j) Connectors or labels must not be removed from equipment, defaced, or covered. BDO reserves the right to charge for the inspection, replacement or refitting of any connectors or labels found to have been removed or tampered with. Equipment must not be modified in any way.
- k) The hirer undertakes to insure the equipment at full replacement value when away from the premises of BDO. A valuation is available on request.
- l) Failure to return any cable coiled and taped with PVC electrical tape may result in a charge for coiling and taping said cable.
- m) Packing supplied with equipment must be returned, or it will be charged for.
- n) The hirer will be held liable for the loss of any equipment confiscated because of a failure to comply with any relevant laws and regulations.
- o) If the hirer reports any equipment or accessories as faulty during a hire which are subsequently found to be in good working order, the hirer will be liable for all costs incurred for dealing with the situation including but not limited to the replacement equipment charges (for the full period of hire), sub-hires, purchases, labour, and transport in any form.

16. Replacement & Cleaning Costs

- a) The following charge list covers the replacement and cleaning of ancillary equipment. The costs are indications, and BDO reserves the right to change them without prior notice.
- b) Only specialist tape such as ProGaff or good quality Electrical PVC tape should be used with any cables or equipment hired from BDO. Parcel and packing tape are expressly forbidden due to the nature of the residue left. BDO can provide tape to purchase by prior arrangement.
- c) Any cables that are returned with tape and/or tape residue on them may be charged at the full replacement cost if they are beyond economical cleaning.
- d) Any stage deck that is returned in a condition that requires cleaning, including but not limited to sticky tape residue, will incur a mandatory £100 + vat base charge. In addition to this fee, there will be an hourly cleaning charge of £25 + vat per hour.
- e) Should a stage surface have sufficient damage and/or cleaning required, then a full replacement stage deck may be charged for at the discretion of a director of BDO.

Description	Replacement Cost	Cleaning Cost
Audio Cable (Up to 10m)	£30	£15
Power Cable (13amp Up to 10m)	£30	£15
SDI (Up to 20m)	£75	£15
13a/16a Extension Cable (10m)	£75	£25
Audio Adapter	£15	£5
Speaker/Subwoofer Transit Bag	£150	£25
Speaker/Microphone Pole Transit Bag	£75	£25
Tripod Speaker Pole	£75	£15
Microphone Stand	£60	£15
Microphone Stand Clip	£20	£5
Microphone Zip Pouch	£20	£5
Other Equipment Not Listed	£TBC*	£TBC**

* & ** This price will be specific to the piece of equipment and can be provided upon request.

The price listed is per item. All prices are subject to VAT at the current rate.

17. Liability

- a) Without prejudice to Clause 17b, BDO 's maximum aggregate liability for breach of this Agreement, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed 100% of the fee paid under the contract or £100.00 if the hirer uses the hired equipment without safety features (see clause 18).
- b) Nothing in this hire Agreement shall exclude or in any way limit:
 - i. either party's liability for death or personal injury caused by its own negligence;
 - ii. either party's liability for fraud or fraudulent misrepresentation or
 - iii. section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be excluded by law.
- c) This Agreement sets forth the full extent of BDO's obligations and liabilities in respect of the hired equipment and the hirer. In particular, there are no conditions, warranties, or other terms, express or implied, including as to the quality, fitness for a particular purpose or any other kind whatsoever, that are binding on BDO except as specifically stated in this Agreement. Any condition, warranty or other term concerning the hired equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- d) Without prejudice to Clause 17b, BDO shall not be liable under this Agreement for any:
 - i. loss of profit or revenue (whether direct or indirect);
 - ii. loss of sales or business (whether direct or indirect);
 - iii. special loss or damage;
 - iv. damage to goodwill (whether direct or indirect);
 - v. loss or damage caused by a subcontractor or agent of BDO;
 - vi. loss or damage caused by subcontractors, even where BDO is acting as a subcontractor;
 - vii. delays caused by the hirer or subcontractor, or agent, which are out of BDO's control;
 - viii. direct or indirect loss or damage (including death and injury) caused by the hirer's misuse, tampering or failure to adhere to instructions provided by BDO and/or their obligations under Clause 4;
 - ix. obligation or liability to the hirer arising directly or indirectly from the use of the hired equipment without the safety features as recommended;
 - x. any damages to persons operating or in the vicinity of equipment, mechanical, software and/or electrical or loss of material and/or performance which result from mechanical, electrical and/or software failure;
 - xi. loss or expense arising out of or in connection with any use of hire equipment without the safety features;
 - xii. indirect or consequential loss or damage.

18. Disclaimer

- a) As part of the services, BDO also provides guidance on the use of the hire equipment with safety features by the hirer, including (but not limited to):
 - i. steps that should be supplied and used with hired stages;
 - ii. handrails on steps that should be supplied and used with hired stages;
 - iii. handrails on stage decks that should be supplied and used with hired stages;
 - iv. the use of liquids and confetti and potential risks of them being on floors (causing slips) and liquids potentially affecting materials like cloth. BDO can provide manufacturer certification for liquids upon request;
 - v. safety cables that should be supplied and used with hung lighting fixtures;
 - vi. any other safety features recommended for use with the hired equipment.
- b) BDO recommend and expects the hirer to obtain their own advice about health and safety matters from an appropriate independent expert source.
- c) BDO make no representation or warranty for:
 - i. the quality of the advice on these safety features;
 - ii. the adequacy or appropriateness of the advice on these safety features for any purpose.

19. Termination

- a) Either party shall be entitled with immediate effect by giving written notice to the other party upon the happening of any of the following events to terminate The Agreement without prejudice to any accrued rights or remedies under the Agreement, where the other party:
 - i. commits a fundamental breach (including but not limited to being physically or verbally abusive to the other party) of the terms of this Agreement;
 - ii. if any party takes any step or action in connection with its entering bankruptcy (where applicable) administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, then in each and every such case the hire constituted by this Agreement shall without notice terminate and no payment subsequently accepted by BDO or payment subsequently made by the hirer without knowledge of such termination shall in any way prejudice or affect the operation of this clause;
 - iii. (where applicable) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- b) On termination of The Agreement, the hirer shall (unless otherwise agreed with BDO) return the hired equipment to BDO as agreed between the parties.
- c) On termination of the Contract, the hirer shall pay immediately to BDO all of BDO's outstanding unpaid invoices, including the remainder of any contracted period and any cancellation (see clause 5), penalty and replacement and cleaning fees (see clauses 15 & 16) and interest and, in respect of Services supplied but for which no invoice has been submitted, BDO shall submit an invoice, which shall be payable by the hirer immediately on receipt.
- d) This Agreement shall automatically terminate if a Total Loss occurs in relation to the hired equipment.

20. Force Majeure

- a) Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure, cyber-crime, pandemic or any other cause beyond its reasonable control.

21. Data Processing

- a) The hirer and BDO acknowledge that for the purposes of General Data Protection Regulation (GDPR), the hirer is the Data Controller, and BDO is the Data Processor regarding any Personal Data.
- b) BDO shall process the Personal Data only in accordance with the hirer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the hirer.
- c) BDO will take all reasonable measures to ensure they adhere to its obligations under Articles 30 and 32 of GDPR, taking into account the information that the Data controller has made available to it.
- d) BDO shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- e) Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- f) BDO warrants that having regard to the state of technological development and the costs of implementing any measures, it will:
 - i. Take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.;
 - ii. Take reasonable steps to ensure compliance with those measures.
- g) Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 21.



- h) The hirer acknowledges that BDO is reliant on them for direction as to the extent to which BDO is entitled to use and process the Personal Data. Consequently, BDO will not be liable for any claim brought by a Data Subject arising from any action or omission by BDO to the extent that such action or omission resulted directly from the hirer's instructions.

22. Assignment and other dealings

- a) BDO may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- b) The hirer shall not assign, transfer, mortgage, charge, subcontract, or declare a trust over the entire Agreement.

23. Variation

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

24. No partnership or agency

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

25. Notices

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email to the address specified in the quote or order.
- b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next business day after transmission.
- c) This clause does not apply to the service of any proceedings or other documents in any legal.

26. Severance

- a) If any provision or part-provision of this Hire 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 Hire Agreement.

27. Governing law

- a) This Hire 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.

28. Jurisdiction

- a) 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 Hire Agreement or its subject matter or formation (including non-contractual disputes or claims).

