GIBB GROUP

Terms and Conditions

Effective from: 29 January 2026 (the "Effective Date")

These terms and conditions (the "**Terms and Conditions**") apply to the supply of Goods and/ or Services by the Company ("**we**", "**us**", "**our**", and the respective derivatives of those expressions) to you the customer ("**you**").

1. Application of these Terms and Conditions:

1.1. It is acknowledged that all orders for the supply (including sale and hire) of Goods and/ or Services to you and accepted by us, are subject to these Terms and Conditions and your use of the Website is subject to our Website Terms. Accordingly, no other terms and conditions will apply, unless first agreed to in writing by a duly appointed and authorised representative of ours.

1.2. These Terms and Conditions shall be effective from the Effective Date and from that date replace and supersede any previous versions of Gibb Group terms and conditions.

2. Definitions and interpretation:

2.1. In these Terms and Conditions, the following definitions apply:

"**Account**" has the meaning given in Clause 9.1;

"**ActSafe Unit**" means the SKYLOTEC ActSafe Unit ACX;

"**Booking**" means the booking by you of certain Services when accepted by us;

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

"**Charges**" has the meaning given in Clause 4.1;

"**Clinical Governance Services**" means the clinical governance services set out in Clause 3.13 below;

"**Company**" means the applicable Gibb Group entity supplying the Goods and/ or Services to you;

"**Control**" (including the terms "**controls**", "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interest or other ownership interests, by contract, or otherwise);

"**Delegate**" means a person attending the training course, assessment or seminar;

"**Deposit**" means the deposit amount payable to us by you quoted to you at point of Quotation, as further described in Clause 4.4 below;

"**Export Controls and Sanctions Laws**" means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licences, orders or requirements including without limitation those of the United Kingdom, United States of America and the European Union;

"**Gibb Group**" means (i) GIBB GROUP LTD, (ii) GIBB GROUP (NETHERLANDS) B.V., (iii) GIBB GROUP LLC, (iv) GIBB GROUP MEDICAL AND RESCUE, INC., or (v) GIBB GROUP CO LTD;

"**Goods**" means any goods and/ or equipment (including but not limited to Medical Goods) sold, supplied, installed, serviced, repaired, altered or renovated by us;

"**Inspection, Repair and Replacement Services**" means the inspection, repair and replacement services set out in Clause 3.9 below;

"**Medical Goods"** means any medical appliances or devices or Monitoring Equipment;

"**Monitoring Equipment**" means any device that provides patient monitoring including but not limited to pulse oximetry, blood pressure, electrocardiograph, temperature, carbon dioxide, and inspiratory oxygen;

"**Offshore Medic**" means a registered health care professional who (i) is operating within their scope of professional practice supported by remote medical advice, and (ii) holds professional medical indemnity and malpractice insurance;

"**Offshore Medic Provision**" the provision of an offshore medic as set out in Clause 3.11 below;

"**Off-Hire Form**" means the form issued by us following receipt of return of the Goods by you to us**;**

"**Order**" means the order by you of certain Goods for purchase or hire when accepted by us;

"**Personnel**" means any person employed or engaged by us in providing the Services;

"**Quotation"** means the quote given to you by us via email, telephone or via our website;

"**Rental Payment**" has the meaning given in Clause 4.1;

"**Rental Period**" means the period starting on the date on which the Goods are delivered to you and continuing until the Goods are returned to us and we have recorded a satisfactory inspection and Off-Hire Form, unless and until this agreement is terminated earlier in accordance with its terms;

"**Replacement Cost**" means the cost of replacing with new any Goods or part thereof including but not limited to the cost of the Goods or part thereof and a reasonable administrative charge to be determined by us covering the cost to us of administering the replacement;

"**Services**" means the provision by us of any of the following (i) Inspection, Repair and Replacement Services, (ii) Training Services; (iii) Offshore Medic Provision, (iv) Telemedicine Services, (v) Clinical Governance Services, and/ or any other services provided by the Company to the Client;

"**Telemedicine Services"** means the telemedicine services set out in Clause 3.12 below;

"**Total Loss**" means due to your default the Goods are, in our reasonable opinion or the opinion of our insurer(s), replica or replacement items returned to us in place of the Goods, damaged beyond repair, lost, stolen, seized or confiscated;

"**Training Services**" means the training services set out in Clause 3.10 below;

"**Website**" means, individually and together, www.gibbgroup.global, www.gibbgroupltd.com, www.gibbsafety.com, www.traumaresus.com, www.gibbtools.com, and www.gibbmedicalrescue.com; and

"**Website Terms"** means the Gibb Group website terms of use as published on www.gibbgroup.global, as amended from time to time.

2.2. A reference to **writing** or **written** includes email.

2.3. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

2.4. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.

2.5. Headings in these Terms and Conditions are for convenience and ease of reference only and shall not affect their interpretation.

3. Description of Goods and Services:

3.1. Whilst every reasonable effort is made by us to ensure that the representations and descriptions of the Goods and/ or Services (including on the Website and detailed in any Quotation) correspond to the actual Goods and/ or Services, it is acknowledged that all of the descriptions of the Goods and/ or Services are approximate and shall not form part of any contract between us and you. Accordingly, we shall not be liable to you for any errors or omissions with respect to any such representations and descriptions of the Goods and/ or Services on the Website, any Quotation, or in any other advertisement. It is agreed that sections 13 to 15 of the Sale of Goods Act 1979 and Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

3.2. It is acknowledged that any advertisement of any Good and/ or Services (including on the Website or in any Quotation) is not an offer that is capable of acceptance, but is only an invitation to treat. Our acceptance of your Order for the purchase or hire (as the case may be) of any Goods, and/ or Booking for the purchase of any Services, will occur only when we provide you with written confirmation of your Order or Booking (as applicable) and of the associated pricing and delivery dates; accordingly, it is at the point of the communication of that confirmation to you that a contract will be deemed by us and you to have been formed.

3.3. Nothing on the Website or in any Quotation should be taken by you as being a representation of the source of origin, the place or nature of the manufacture or the production of the Goods or any part of them.

3.4. You may be required to select the size, model, colour and series number of the Goods that you wish to procure, and you will need to identify the stock number of the applicable Goods as part of the Order.

3.5. We will perform the Services:

3.5.1. in accordance with these Terms and Conditions; and

3.5.2. in accordance with any applicable law or laws governing the Services, or their subject matter.

3.5.3. Any dates for the performance of the Services are intended to be an estimate only and time for performance shall not be of the essence. If no dates are so specified, performance of the Services shall be within a reasonable time.

3.5.4. If requested by us, you shall promptly (and in any event no later than the date we are due to commence performing the Services) supply all drawings, technical documents, data and specifications necessary to allow us to perform the Services ("**Documentation**"). Following the receipt of such Documentation from you, we may, in our sole discretion, delay the performance of the Services if the Documentation

contains requirements that involve additional preparation time (including, by way of an example only, a requirement for additional parts that need to be ordered in advance).

3.6. In performing the Services, we shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of you.

3.7. We may sub-contract performance of any of the Services (or part thereof) to any person, firm, corporation or organisation provided that we shall remain responsible to you for the performance of such Services in accordance with these Terms and Conditions.

3.8. We reserve the right to amend the scope of the Services as set out in the applicable Booking and/ or as described in this Clause 3 if necessary to comply with applicable law, or if the amendment will not materially affect the nature or quality of the Services to be performed, and we shall notify you (which may be by email) in any such event.

3.9. When engaged to provide **Inspection, Repair and Replacement Services**:

3.9.1. We shall (i) perform an inspection of the equipment described in the relevant Booking (the "**Equipment**"), and (ii) issue an inspection report ("**Inspection Report**").

3.9.2. We shall undertake repairs to or replace all or part of the Equipment in accordance with the requirements and recommendations set out in the relevant Inspection Report. Where spare parts are required to carry out the repairs or replacement, we shall, to the extent practicable, inform you and either (i) ask you to provide the required spares, (ii) request you to place a separate Order to purchase the required spares from us, which shall be subject to these Terms and Conditions, or (iii) provide the required spares ourselves and invoice you for the cost thereof.

3.9.3. The Inspection, Repair and Replacement Services shall be undertaken at our premises unless otherwise agreed in writing.

3.9.4. Where we agree to perform the Inspection, Repair and Replacement Services at your premises, you shall: (i) procure safe and unhindered access to the property or premises for our Personnel to carry out the Inspection, Repair and Replacement Services at all relevant times, (ii) ensure that all consents, permissions, or licences required to allow the Inspection, Repair and Replacement Services to be provided are in place, (iii) ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Inspection, Repair and Replacement Services, (iv) provide adjacent to where the Inspection, Repair and Replacement Services are to be provided storage for the materials required for the Inspection, Repair and Replacement Services, (v) ensure that the site where Inspection, Repair and Replacement Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel

to comply with any applicable laws and as we shall reasonably require, and (vi) be responsible for our Personnel's death or personal injury or damage to or loss of our (and our subcontractors and Personnel's) property whilst at your premises except to the extent any such death or personal injury results from the negligence of us or our subcontractors.

3.9.5. The Inspection, Repair and Replacement Services shall be deemed to be completed (i) when we notify you, or (ii) if we are available to perform the Inspection, Repair and Replacement Services but are prevented from doing so by reason of (a) lack of appropriate assistance from you, or (b) the condition of your premises or site at which the Inspection, Repair and Replacement Services are to be performed and/ or the facilities at or the services available therein, at the time agreed for the provision of the Services.

3.9.6. You agree that any inspection and Inspection Report are provided for your benefit only and you shall procure that such inspection and Inspection Report are not relied upon by any third party.

3.9.7. You shall ensure that the relevant Equipment is available at the agreed date for the Inspection, Repair and Replacement Services to be carried out.

3.10. When engaged to provide **Training Services**:

3.10.1. If necessary, you shall provide us with access to your premises for the purpose of supplying the Training Services.

3.10.2. The number of Delegates must be given at the time of the Booking and confirmed in writing. This number cannot be increased by you without our approval. Should the number of Delegates increase above the prior agreed number, then this will incur an additional charge per Delegate. Only Delegates from your organisation may attend the training and places on any course must not be given or sold to other any other organisation without our written agreement. All Delegates must complete any mandatory pre-course learning prior to the start date of the face-to-face course. Failure to do so will result in the Delegates being dismissed from the course. Should a course not be viable for this reason, the course will be considered as cancelled by you and the following cancellation procedure will apply.

3.10.3. All confirmed Bookings for Training Services that are cancelled by you will carry a cancellation fee as set out below if the training is cancelled within the below timescales:

(a) within twenty-one (21) days of the course commencement date = 50% of the Charges;

(b) within fourteen (14) days of the course commencement date = 75% of the Charges; and

(c) within seven (7) days of the course commencement date = 100% of the Charges.

If we are notified of a cancellation within the cancellation period(s) shown above, it will be at our discretion whether the training course or seminar can be reallocated, although we will endeavour to accommodate a request for an alternative date. The original Booking will remain subject to the standard cancellation rules set out above.

3.10.4. We accept no liability for loss or damage to any equipment or other belongings, however caused. Delegates are responsible for the safekeeping and appropriate use of items loaned to them. Damage or loss of such items will be charged to you.

3.10.5. We will take reasonable steps in relation to the health and safety of the Delegates, however the responsibility for health and safety issues remain with you throughout.

3.10.6. You and the Delegates will keep secure and not disclose any information of a confidential nature obtained by reason of the training received except information which is already in the public domain. The provisions of this section shall apply during the continuance of this agreement and indefinitely thereafter.

3.10.7. We reserve the right, at our sole discretion, to dismiss any Delegate from the training course or seminar on the grounds of misconduct or upon failure or non-completion of any mandatory section of the course. This includes any mandatory pre-course learning element.

3.11. When engaged for **Offshore Medic Provision**:

3.11.1. We shall arrange deployment of an Offshore Medic to your vessel to undertake the duties set out in the applicable Booking and/ or any other additional agreed responsibilities.

3.11.2. The Offshore Medic shall provide clinical support in a deployed capacity (e.g. on board a vessel) within the limits of their own competence, scope of practice and applicable situation.

3.11.3. The Offshore Medic shall have no authority to agree any amendments to the Booking.

3.11.4. Nothing in our agreement shall be deemed to create the relationship of employer and employee between you and the Offshore Medic.

3.11.5. The Offshore Medic will provide the duties described in the applicable Booking (or otherwise agreed between you and us in writing). Offshore Medic Provision may include a 'stand-by' provision, as specified in the applicable Booking (or otherwise agreed between you and us in writing).

3.11.6. The Offshore Medic shall, when required, attend meetings and provide information regarding their duties as you may reasonably require.

3.11.7. The Offshore Medic shall report any disciplinary matters that they observe or that come to their attention to the Company's Head of Medical Staffing immediately.

3.11.8. If an Offshore Medic is unable to provide their duties due to sickness, injury or other legitimate reason, we shall, unless there is a good reason to the contrary, advise you of the reason for non-attendance as soon as reasonably possible and endeavour to provide a replacement Offshore Medic to you as soon as reasonably practicable.

3.12. When engaged to procure **Telemedicine Services:**

3.12.1. We shall procure, from approved third party providers, a remote medical support service available to you 24 hours per day, 365 days a year, in the form of telephone or video remote conference services.

3.12.2. We shall agree with you, in the applicable Booking (or otherwise agreed in writing between you and us), the specific Telemedicine Services that you require.

3.12.3. We accept no responsibility for, nor any obligation to indemnify, any loss, injury or damage arising from the provision of Telemedicine Services, and your attention is drawn to Clause 15 below.

3.13. When engaged to provide **Clinical Governance Services:**

3.13.1. We shall provide Clinical Governance Services in accordance with the latest version of our Clinical Governance Charter (a copy of which is available upon request).

4. Charges:

4.1. Our prices for (i) the purchase of any Goods, (ii) rental payments over the Rental Period, for any Goods ("**Rental Payments**"), or (iii) the provision of any Services (together, the "**Charges**") are as detailed on the relevant pages of the Website or Quotation (as applicable), but we reserve the right to adjust the Charges for any reason at any time, including by way of introducing and withdrawing special offers. Whilst we will endeavour to provide the latest information about our Charges on the Website, it is possible that this information may not necessarily be accurate:

4.1.1. at the date of the Order and/ or Booking;

4.1.2. where the Charges are varied by us in the event that you make a forward Order for Goods and/ or forward Booking for Services, between the date on which the Order and/ or Booking is made and the date on which either (i) the Goods are passed by us to our Carrier, or (ii) the Services are performed by us, in which instances we will notify you of any discrepancy.

4.2. All of the Charges advertised on the Website or detailed in any Quotation are exclusive of Value Added Tax, any Duties or other imposts (including the cost of shipping the Goods to you through our Carrier), which shall be charged at the prevailing rate and

payable by you at the rate and in the manner from time to time prescribed by law. Our applicable Value Added Tax number will be set out on our invoice(s). However, all references to the Charges in these Terms and Conditions shall be deemed to include all such Value Added Tax, any Duties or other imports unless specifically stated otherwise.

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. In respect of hire of Goods, in addition to the Charges, we may require you to pay a Deposit against default by you of payment of any Rental Payments or any loss of or damage caused to the Goods including a Total Loss. If required and agreed you will pay the Deposit to us. If you fail to make any Rental Payment in accordance with these Terms and Conditions, or cause any loss or damage to the Goods (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage. You shall pay to us 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, provided that all monies owed by you to us under this agreement have been paid to us in full and upon us recording a satisfactory inspection of the Goods and completing an Off-Hire Form.

4.5. You will be able to identify the cost of shipping the Goods to you by inspecting the relevant information on the Website, in any Quotation (if applicable), or by contacting us, but it is acknowledged that the information on the Website or in any Quotation is subject to change.

4.6. You will pay the Charges for the Goods you intend to purchase or hire pursuant to your Order and/ or the Services you intend to Purchase pursuant to your Booking, in accordance with the payment terms detailed on the Website or in accordance with our invoice (if applicable). If, for any reason, there is an incidence of late payment (and/or if you do not pay any Charges in full when due), we shall have the right to:

4.6.1. cancel or suspend your Order; and/or

4.6.2. charge you interest on any amount owed at a rate of four per cent (4%) above the prevailing Bank of England base rate, but at four per cent (4%) for any period when that base rate is below zero per cent (0%).

4.7. In respect of the Inspection, Repair and Replacement Services, where Charges are specified as a day rate, a working day is eight (8) hours per person per day. Additional Charges will apply where any Personnel work more than eight (8) hours per day. Additional Charges will also apply for any Inspection, Repair and Replacement Services supplied by us on weekends or public holidays.

4.8. On completion of each period of Offshore Medic Provision and where expenses have been incurred by an Offshore Medic in the provision of their duties, we shall invoice you for such expenses and the invoice shall be accompanied by the relevant supporting vouchers or other evidence of actual payment of such expenses.

5. Purchase of Goods – title and risk:

5.1. In respect of purchase of Goods, title in the Goods shall not pass to you until you have paid, and we have received, the Charges in full; as such, title will vest with us until we are in receipt of all the relevant Charges. You shall not pass or sell the Goods to any third party following your receipt of them without our prior written consent and, in the event that you do so (following the receipt of our consent), you will account to us for the outstanding amounts from any proceeds of sale or otherwise for the difference owed to us. If you do not pay us for any outstanding balance on the date on which we request the settlement of the relevant amount, you acknowledge that we shall have the right to enter upon your premises in order to recover the applicable Goods or, in the alternative, you will procure for us the right to enter upon the premises of any third party to recover the Goods (it being understood that we shall have retained title to those Goods pursuant to this Clause 5.1). Demand for, or the recovery of, the Goods by us shall not discharge you of your liability to pay the Charges in full, or for us to be able to initiate a claim for the whole of the Charges.

5.2. Risk of loss, theft, damage or destruction of the Goods delivered to you shall (unless down to a manifest error on our part in delivering to the wrong address), pass to you upon the earlier of delivery to you or the Carrier's first attempted delivery to you subject to the provisos in Clause 12.2 below.

5.3. For any sale of Medical Goods, you must (if applicable) provide us with evidence that you are authorised by the relevant regulator in respect of the purposes for which any such Medical Goods are sold.

6. Hire of Goods - your obligations:

6.1. Use of the ActSafe Unit must only be carried out by those who are trained to do so without exception. Training and ensuring this Clause 6.1 is complied with is your sole responsibility.

6.2. During the term of this agreement, you warrant and undertake to:

6.2.1. ensure the Goods are suitable for the purposes of their use and to carry out any daily or pre-use checks as recommended by the relevant manufacturer or as determined by us;

6.2.2. ensure that professional training takes place for the safe and correct use (including storage) of the Goods and such training is complete and up-to-date at the time of use of the Goods by you and anyone you authorise to have access to and use of the Goods;

6.2.3. ensure that access to and use of the Goods is restricted to you and your employees and staff only;

6.2.4. ensure that the Goods are kept and operated in a safe, protected and suitable environment at your own risk, used only for the purposes for which they are designed or intended, and operated in a proper manner by trained competent staff in accordance with any manufacturing operating instructions;

6.2.5. take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Goods are at all times safe and without risk to health when they are being set, used, cleaned or maintained by a person at work;

6.2.6. maintain at your own expense the Goods in good and substantial repair in order to keep them in as good an operating condition as they were on the delivery date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and you shall make good any damage to the Goods;

6.2.7. make no alteration to the Goods and you shall not remove any existing component (or components) from the Goods without our prior written consent unless the component (or components) is (or 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 or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in us immediately upon installation;

6.2.8. keep us fully informed and immediately notify us of all material matters relating to the Goods including but not limited to any damage, loss, confiscation or seizing of the Goods, any health and safety related matters relating to the Goods or performance errors relating to the Goods;

6.2.9. at all times keep the Goods in your possession or control and keep us informed of their location;

6.2.10. permit us or our duly authorised representatives to inspect the Goods at all reasonable times and for such purpose to enter your premises or any premises at which the Goods may be located, and you shall grant reasonable access and facilities for such inspection;

6.2.11. maintain operating and maintenance records of the Goods and make copies of such records readily available to us, together with such additional information as we may reasonably require;

6.2.12. not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the

creation of any mortgage, charge, lien or other security interest in respect of any of them;

6.2.13. not without our prior written consent, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to the Goods or such land or building and you shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify us against all losses, costs or expenses incurred as a result of such affixation or removal;

6.2.14. not do or permit to be done any act or thing which will or may jeopardise our right, title or interest in the Goods and, where the Goods have become affixed to any land or building, you must take all necessary steps to ensure that we may enter such land or building and recover the Goods 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 our favour of any rights such person may have or acquire in the Goods and a right for us to enter onto such land or building to remove the Goods;

6.2.15. not suffer or permit the Goods to be confiscated, seized or taken out of your possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, you shall notify us and you shall at your sole expense use your best endeavours to procure an immediate release of the Goods and shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

6.2.16. not use the Goods for any unlawful purpose;

6.2.17. ensure that at all times the Goods remain identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods;

6.2.18. deliver up the Goods at the end of the Rental Period at such address as we require and complete an Off-Hire Form and return to us at the same time, or if we request, allow us or our representatives access to your premises or any premises where the Goods are located for the purpose of removing the Goods;

6.2.19. indemnify us on demand against each loss, liability and cost which we may incur arising out of the breach of your obligations under these Terms and Conditions;

6.2.20. inform us immediately of any changes in ownership or Control of you, and of any change in your organisation or method of doing business that might be expected to affect the performance of your duties under these Terms and Conditions; and

6.2.21. not do or permit to be done anything which could invalidate the insurances referred to in these Terms and Conditions.

6.3. You acknowledge that we shall not be responsible for any confiscation or seizing of the Goods, claims, disputes, health and safety matters, loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by you, your officers, employees or staff, agents, representatives, customers, clients, suppliers, contractors or anyone else or any other entity, and without affecting any other right or remedy available to us, you shall indemnify us in full 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 costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us in the event of you, any of your officers, employees or staff, agents, representatives or anyone authorised by you or given access by you to the Goods and/or arising out of, or in connection with any failure by you to comply with these Terms and Conditions.

6.4. You shall pay us:

6.4.1. all costs and expenses in respect of: (i) rectifying any damage to the Goods (fair wear and tear excepted) which occurred during the Rental Period; and (ii) cleaning the Goods following collection or return of the Goods, in each case to return the Goods to a condition fit for rehire. Such costs and expenses shall be confirmed to you by us, subject to reasonable supporting documentation; and

6.4.2. the Replacement Cost of Goods which are a Total Loss.

7. Hire of Medical Goods – your additional obligations:

7.1. When hiring Medical Goods from us, the obligations set out in this Clause 7 shall apply in addition to the obligations set out in Clause 6 above. In respect of the hire of Medical Goods, in case of any conflict between the provisions of this Clause 7 and Clause 6 above, the provisions of this Clause 7 shall prevail.

7.2. You warrant and undertake to:

7.2.1. ensure that access to and use of the Medical Goods is restricted to the Offshore Medic, unless in the event of an emergency where immediate medical intervention is necessary at the scene of a medical emergency, accident or disaster and the Offshore Medic is not available;

7.2.2. ensure that all Medical Goods are stored, administered, used and destroyed in accordance with applicable guidelines, laws and regulations;

7.2.3. preserve, maintain and keep confidential all patient records arising from the use of Medical Goods and the provision of Services (including but not limited to medication charts, clinical records, details of treatments and any and all communications) and to retain the same for a period of no less than seven (7) years (or for any such further period as may be required from time to time by applicable laws and regulations) from the end of the applicable Hire Period or, where treatment has been provided to a

person under 18 years of age, for seven (7) years after that person reaches their 18th birthday;

7.2.4. cooperate fully in any investigation, inquest, claim or other process arising out of the supply of the Medical Goods and/ or provision of the Services; and

7.2.5. at the end of the Hire Period, ensure that all Medical Goods are removed from your vessel/ premises and returned to us by recorded delivery.

8. Hire of Goods – insurance, title and risk:

8.1. In respect of hire of Goods, the Goods shall at all times remain our property, and you shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to these Terms and Conditions). The Goods shall remain at your sole risk during the Rental Period and any further term during which any Goods hired are in your possession, custody or control ("**Risk Period**") until such time as the Goods are acknowledged by us as redelivered to us along with a completed Off-Hire Form. During the Rental Period and the Risk Period, you shall, at your own expense, obtain and maintain the following insurances:

8.1.1. insurance of the Goods to a value not less than their full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as we may from time to time nominate in writing; and if requested by us, you shall provide copies to us of the insurance policy certificates and details of the cover provided as evidence that such cover remains in place and all insurance should be placed with a reputable insurer;

8.1.2. insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as we 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 Goods; and the insurance required will be for a limit of no less than £10,000,000; and if requested by us you, you shall provide copies to us of the insurance policy certificates and details of the cover provided as evidence that such cover remains in place and all insurance should be placed with a reputable insurer; and

8.1.3. insurance against such other or further risks relating to the Goods as may be required by law, together with such other insurance as we may from time to time consider reasonably necessary and advise to you and if requested by us, you shall provide copies to us of the insurance policy certificates and details of the cover provided as evidence that such cover remains in place and all insurance should be placed with a reputable insurer.

8.2. All insurance policies procured by you shall be endorsed to provide us 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 our request name us on the policies as a loss payee in relation to any claim relating to the Goods. You shall be responsible for paying any deductibles due on any claims under such insurance policies and if requested by us you, you shall provide copies to us of the

insurance policy certificates and details of the cover provided as evidence that such cover remains in place and all insurance should be placed with a reputable insurer.

9. Creating an Account with us:

9.1. In order to be able to submit an Order on the Website to either purchase or hire Goods, and/ or Booking on the Website to purchase Services, you will first need to create an account (an "**Account**") using the facility included within the Website. In the course of creating an Account you will need to provide us with certain information about yourself, though not any payment information (unless otherwise required so that we can meet your Order(s) or Booking(s)). It is acknowledged that the information required by us may change from time to time.

9.2. You warrant, represent and undertake that, in the course of creating your Account using our facility:

9.2.1. the information that you upload is, at all times whilst you have your Account, accurate, current and complete;

9.2.2. if you are procuring the Goods or Services on behalf of your employer or principal, you have been duly appointed to do so and have the authority to bind your employer or principal and are permitted to provide the payment information of your employer or principal; and

9.2.3. you will not divulge any of your Account details, including your username and password, to any third party.

9.3. We will not be liable to you if you upload onto the Website other than in accordance with our directions, or otherwise utilise, your Account information in such a way that it is liable to be compromised. If you believe that your Account information has been, or is likely to be, compromised, you must notify us promptly so that we can suspend your Account and/or, at your direction, any Order or Booking that is in hand (including any unauthorised order or booking), but you acknowledge that it will not be possible for us to cancel an Order or Booking (or an unauthorised order or booking) after we have passed the relevant Goods to our Carrier or performed the Services (as applicable), and in such circumstances we shall have no liability to you for any loss or damage you suffer.

10. Our rights and responsibilities:

10.1. We reserve the right to accept or decline any Order or Booking made by you, irrespective of whether or not you have paid the Charges. We may notify you of our refusal to accept your Order or Booking in writing or by telephone within a reasonable period of time following our receipt of the same. If we refuse to accept an Order or Booking and we are already in receipt of the relevant Charges from you, we will refund you those Charges.

10.2. We will use commercially reasonable endeavours to execute your Order or Booking to your requirements, but it is acknowledged that we shall be entitled to provide you with suitable substitute Goods or Services following receipt of a request from you, or in the event that the applicable advertised Good or Services has been superseded by a new edition. If a discrepancy arises in connection with the Charges as a result of this, it is acknowledged that you give us the right to credit or charge you the difference, as the case may be.

10.3. If we cannot fulfil your Order from our existing stock, we will (following receipt of a written direction from you) either put the applicable Goods on back order to be fulfilled once we have those Goods to hand, or we will cancel the Order and refund you the Charges.

10.4. We reserve the right, without notice to you and for any reason, to discontinue the provision (including the hire) of any of the Goods and/ or provision of any Services advertised on the Website.

10.5. We shall provide the Goods and Services using reasonable skill and care and in accordance with these Terms and Conditions, and these undertakings are your sole remedies under these Terms and Conditions, save in respect of Clauses 15.1 to 15.8.

11. Delivery of Goods:

11.1. We will deliver the Goods to the address detailed by you when completing your Account information, or to such other address as you might specify. To facilitate any delivery, you shall at your sole expense provide all requisite materials, facilities, access and suitable working conditions to enable such delivery to be carried out safely and expeditiously including any materials, facilities, access and working conditions specified by us.

11.2. Any delivery times detailed on the Website or detailed in any Quotation are estimates only, although we shall endeavour to adhere to those delivery times. It is acknowledged that we shall have no liability to you in the event that we do not comply with the estimated delivery times and, accordingly, time is not of the essence with respect to our delivery obligations. It is further acknowledged that certain Goods may take longer to deliver than others, on account of their weight, shape, destination or otherwise. If we do not deliver the Goods by the estimated delivery time, we may attempt to ascertain their whereabouts and the likely delivery time, and may notify you accordingly.

11.3. You shall procure that a duly authorised representative shall be present at the delivery of any hired Goods. Acceptance of delivery by such representative shall constitute conclusive evidence that you have examined the hired Goods and found them to be in good condition, complete and fit in every way for the purpose for which it is intended. Your duly authorised representative shall sign, print their name and date the delivery note provided by us at delivery.

11.4. If you fail to accept delivery of hired Goods on the delivery date, then, except where such failure is caused by our failure to comply with our obligations under this agreement:

11.4.1. the hired Goods shall be deemed to have been delivered at 9.00 am on the delivery date;

11.4.2. the Rental Payments shall be payable by you to us for the Rental Period within the period stated on the invoice we issue to you;

11.4.3. without affecting any other right or remedy available to us, we reserve the right to recover all expenses, costs and/fees for any failure by you to accept delivery of the hired Goods on the delivery date and for any repeated delivery where it is subsequently agreed by us in writing to a new delivery date; and

11.4.4. without affecting any other right or remedy available to us, we reserve the right to terminate this agreement with immediate effect in the event of any failure by you to accept delivery of the hired Goods on the delivery date or any new delivery date subsequently agreed by us in writing.

12. International delivery of Goods:

12.1. It is acknowledged that import duties, tariffs and any other taxes due in any applicable jurisdiction (together, the "**Duties**") may apply if you order or hire Goods from outside the United Kingdom. It is acknowledged that we are not liable for any Duties, nor for making any calculations or estimates in respect of the same. In the event that signatures are not required to prove delivery of the Goods, it is acknowledged that our tracking code will be sufficient proof of our having dispatched the Goods to you. In the event that the Duties are not paid by you, and the Goods are returned to us by our courier (the "**Carrier**"), we will refund to you the cost of the Goods less the original carriage fees and the return carriage fees.

12.2. We will not be liable for any loss of, or damage to, those Goods in transit from us to you that have to cross an international border. In the event that you notify us in writing of the loss of any of the Goods in transit, we will endeavour to locate the Goods using our Carrier, but we will not replace or refund any Goods that are to be sent across an international border once they have been received by our Carrier from us. If any such Goods are to be returned, the cost of their return will be borne by you.

12.3. It is acknowledged that if, for any reason, the Goods do not comply with the laws or regulations prevailing at a particular international border and cannot therefore be delivered to you, your sole right, and our only liability to you, will be for us to provide you with a refund (but subject to Clause 12.2) once the relevant Goods are returned to us by our Courier at your cost.

13. Acceptance and return of Goods:

13.1. You must inspect the Goods promptly following your receipt of them, and you will be deemed by us and you to have accepted the Goods if you do not notify us in writing within ten (10) days from the date on which you received them (the "**Acceptance Period**"), with appropriate details, that:

13.1.1. there is a defect in the Goods that is evident upon reasonable examination;

13.1.2. there is a shortfall or excess in or of the quantity of the Goods detailed in the applicable Order; and/or

13.1.3. the delivery is otherwise than in accordance with the Order.

13.2. Subject to Clause 12.2, in the event that you notify us within the Acceptance Period of a defect in the Goods that is evident upon reasonable examination, you must not open them, and our sole liability to you will be, at our discretion, to replace the defective Goods or to refund the Charges. We will send the Carrier to collect the defective Goods from you, and we will pay the costs of the Carrier.

13.3. In the event that you notify us within the Acceptance Period of a shortfall or excess in or of the quantity of the Goods, our sole liability to you will be (at our discretion) deliver the shortfall or refund or debit (as the case may be) the relevant balance.

13.4. In the event that you notify us within the Acceptance Period that the delivery is otherwise than in accordance with the Order, our sole liability to you will be, at our discretion, to replace the defective provision with the Goods required by the Order or refund the Charges to you.

13.5. In the event that you notify us that we have not delivered the Goods by the estimated due date for delivery detailed in this Website or Order, and you do not receive them within fifty (50) days thereafter, our sole liability to you will be, at our discretion, to deliver the undelivered Goods to you or to refund the Charges for those undelivered Goods.

13.6. If we receive no communication from you (whether by acknowledgement of receipt of the Goods or otherwise) during the Acceptance Period, those Goods will be deemed by you and us to have been delivered to you, and accepted by you, by the relevant estimated due date and constitute conclusive evidence that you have examined the Goods and has found them to be in good condition, complete and fit in every way for the purpose for which they are intended.

13.7. If the Goods develop a material defect within the applicable warranty period, we shall repair or replace them (or procure that they are repaired or replaced) in accordance with the provisions of the applicable warranty. If the affected Goods are to be replaced the period of the replacement Goods' warranty shall be the unexpired

period of the defective Goods' warranty. These terms and conditions shall apply to any repaired or replacement Goods supplied by us.

13.8. Subject to Clause 13.11 below, if you decide during the Acceptance Period that you do not wish to retain the Goods, they can be returned to us, provided:

13.8.1. you have not damaged or otherwise tampered with the packaging (so that we can sell them again as being new); and

13.8.2. you will pay the costs of our Carrier; and

13.8.3. you will pay any applicable restocking fee.

13.9. We shall only accept the return of any Goods if they are made available by you in accordance with our directions and in suitable condition and packaging, as determined by us in our sole discretion. We will supply you with a returns number which you will need to cite on any applicable paperwork. If you do not comply with these stipulations we or our Carrier may refuse to accept delivery of the relevant Goods. We will charge you at our sole discretion costs for cleaning or sanitising any Goods so returned (including but not limited to any PPE under Clause 6.2.6 above) which you agree you will pay on demand.

13.10. Title to any Goods that are returned to us shall become ours again, and title to any substitute Goods shall vest with you in accordance with Clause 5.1.

13.11. Notwithstanding any other provision in these Terms and Conditions, we cannot accept returns of any bespoke or personalised Goods (including but not limited to embroidered or printed garments) in any circumstances, except where we are notified in accordance with the terms of Clause 13.2 that there is a defect in such Goods.

14. Export Controls:

14.1. It is acknowledged that certain Goods may be subject to the Export Controls and Sanctions Laws; accordingly you shall, in connection with any Goods affected by the Export Controls and Sanctions Laws, comply with the same (insofar as they relate to the relevant Goods) and obtain any licence, permit or other consent necessary to export, import, re-export or transfer those Goods, and it is acknowledged that a failure by you to comply with the same shall be deemed to be a breach of these Terms and Conditions which is not capable of rectification.

14.2. You shall not, whether directly or indirectly, sell or permit to be sold, dispose of, export, re-export, transfer the Goods, or any part of them, to any jurisdiction that is subject to Export Controls and Sanctions Laws. Accordingly, you certify, warrant, represent and undertake that you will not use the Goods, or any part of them, for use, sale or incorporation into any product that could be used in breach of the Export Controls and Sanctions Laws , and it is acknowledged that a failure by you to comply with the same

shall be deemed to be a breach of these Terms and Conditions which is not capable of rectification.

15. Exclusion and limitation of liability:

15.1. Your particular attention is drawn to the liability provisions detailed in Clauses 15.2 to 15.8, which apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

15.2. Neither our nor your liability is limited pursuant to these Terms and Conditions in respect of (i) death or personal injury attributable to negligence, (ii) fraud, (iii) fraudulent misrepresentation, or (iv) any other liability that cannot be limited as a matter of law.

15.3. Subject to Clause 15.2, our total aggregate liability to you under these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity or otherwise, shall be limited to the total value of the applicable Order or Booking.

15.4. Subject to Clause 15.2, we shall not be liable under these Terms and Conditions for (i) any wasted expenditure, (ii) any loss of actual or anticipated profits, (iii) any loss of actual or anticipated savings, (iv) any loss of business, (v) any loss of sales or revenue, (vi) any loss of agreements or contracts, (vii) any loss of goodwill or reputation, or (viii) any loss of, or damage to, data, software or information.

15.5. Subject to Clause 15.2, we shall not be liable under these Terms and Conditions for any consequential or indirect loss or damage, however caused.

15.6. Subject to Clause 15.2, we shall not be liable under these Terms and Conditions:

15.6.1. in the event that the Services were not carried out prior to any relevant inspection expiry date;

15.6.2. for any loss or damage to your property, any Equipment or other property belonging to you or in your possession arising due to (i) incorrect information being provided by you to us, (ii) incorrect information contained within the previous records of inspection and/or certificates of inspection or other information provided to us, (iii) any defects within your Equipment which could not have been reasonably discovered by us when providing the Services;

15.6.3. for any loss or damage to your property or Equipment or damage suffered by individuals during the transportation of such property or Equipment to and from our premises;

15.6.4. for any defective spares installed by or on behalf of us as part of the Services which have not been purchased from us;

15.6.5. for any loss or damage suffered or incurred by you or any third party as a result of:

(a) any failure to provide the Services in accordance with these Terms and Conditions unless you notify us in writing of such a claim (with detailed particulars of the circumstance giving rise thereto) within one (1) month of such failure coming to your notice; or

(b) any failure to provide the Services in accordance with these Terms and Conditions as a result of any act or omission of you or your employees;

(c) any failure to provide the Services in accordance with these Terms and Conditions as a result of our compliance with any instruction or direction given by you; or

(d) the absence of any consent required to be obtained by you; or

(e) the incompetence of any consultant, professional adviser, contractor or person other than us and our Personnel employed by you to provide the Services at your specific request.

15.7. You shall have no remedy against us in respect of any obsolete, inaccurate or incomplete statement made in the course of using the Website or receiving a Quotation, submitting an Order or Booking or receiving the Goods or Services, unless any such statement was made fraudulently.

15.8. We shall not under any circumstances whatsoever be liable to, you, your officers, employees or staff, customers, clients, agents, representatives, contractors, subcontractors, suppliers, or anyone else or any other entity, in respect of any act or omission by you, your officers, any of your employees or staff, customers, clients, representatives, customers, clients, contractors, subcontractors, agents, suppliers or anyone else or any other entity.

16. Force majeure:

16.1. It is possible that our ability to deliver the Goods or Services to you may be attributable to an act, circumstance or event that is beyond our reasonable control (a "**Force Majeure Event**"); accordingly, if we are prevented or restricted from performing our obligations on account of any such Force Majeure Event, we shall be relieved of our obligations to you in respect of the affected Order or Booking for as long as the Force Majeure Event persists. If the Force Majeure Event continues for more than fifty (50) days, we shall have the option, at our discretion, to cancel the affected Order or Booking without incurring any liability to you.

17. Intellectual property rights:

17.1. You acknowledge that we and our licensors have full right and/or title to all of the intellectual property rights, including patents, copyright, trade marks, design rights, database rights, know-how or other rights, whether registered or unregistered in all jurisdictions (together, the "**IPR**"), in the Website (and any information about the Goods or Services detailed within it), in all materials, documents and/ or software, and the stock numbers relating to the Goods, and, as such, the whole or partial reproduction of the same (save as permitted in accordance with the Terms of Use) is prohibited.

17.2. We do not warrant, represent or undertake to you, or otherwise give you any assurance, that the Goods or Services supplied to you do not infringe the IPR of any third party.

18. Applicable laws:

18.1. You warrant, represent and undertake that you shall (and, where relevant, shall procure) that you will in your dealings with us comply with all applicable laws, statutes and regulations from time to time in force, including:

18.1.1. any laws relating to money laundering, bribery and corruption; and

18.1.2. the United Kingdom Modern Slavery Act 2015,

and you acknowledge that any breach by you of this Clause 18.1 shall be deemed to be a material breach of these Terms and Conditions which shall not be capable of rectification.

19. Privacy Policy:

19.1. Our privacy policy set out at https://www.clarksons.com/privacy-policy/ (the "**Privacy Policy**") details the basis upon which we will process any of the personal data that we collect from you or which you notify to us in accordance with applicable data protection and privacy legislation in force from time to time in the UK, including the United Kingdom Data Protection Act 2018, European Union Regulation 2016/679 and European Union Directive 2002/58/EC (the "**Data Protection Legislation**").

19.2. The provisions of the Privacy Policy shall apply with respect to any personal data you provide to us in connection with your use of the Website, your Account, your submission of an Order or Booking and your receipt of the Goods and/ or Services.

19.3. You will ensure that all necessary and appropriate consents and notices are in place to enable the lawful transfer of any personal data to us as may be required in connection with this agreement.

20. Termination:

20.1. Without affecting any other right or remedy available to us, we may terminate this agreement with immediate effect by giving notice to you if:

20.1.1. you fail to pay any amount due under these Terms and Conditions on the due date for payment;

20.1.2. you breach these Terms and Conditions;

20.1.3. you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act1986 or (being an individual) are deemed either unable to pay your 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) have any partner to whom any of the foregoing apply;

20.1.4. you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;

20.1.5. you apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986;

20.1.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if you are a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

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

20.1.8. the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;

20.1.9. a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;

20.1.10. you (being an individual) are the subject of a bankruptcy petition, application or order;

20.1.11. your creditor or encumbrancer 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 your assets and such attachment or process is not discharged within fourteen (14) days;

20.1.12. any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in Clauses 20.1.3 to 20.1.11 (inclusive) including but not limited to Chapter 11 bankruptcy in the United States;

20.1.13. you suspend or ceases, or threaten to suspend or cease, carrying on all or a substantial part of your business;

20.1.14. you (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation; or

20.1.15. there is a change of Control of you.

20.2. It is acknowledged that we reserve the right to terminate your Account without notice at any time for any reason outside of Clause 20.1 and without having to provide a reason.

20.3. We have the right to terminate this agreement in the event of a Total Loss in relation to the Goods.

20.4. You may not terminate any outstanding or open Orders or Bookings without our prior written consent which may be withheld in our sole discretion.

21. Consequences of termination:

21.1. Upon termination of this agreement, however caused in respect of any hiring of Goods or purchase of Goods and/ or Services where the cleared sum for such Goods and/ or Services has not been received:

21.1.1. our consent to your possession of the Goods shall terminate and we may, by our authorised representatives, without notice and at your expense, retake possession of the Goods and for this purpose may enter your premises or any premises at which the Goods are located; and

21.1.2. without prejudice to any other rights or remedies, you shall pay to us on demand:

(a) all Charges and Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 4.6;

(b) any costs and expenses incurred by us in recovering the Goods and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs); and

(c) in the event of a Total Loss you shall also pay us the total value of the Goods.

21.1.3. Upon termination of this agreement by us, you shall pay to us 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. The sums payable pursuant to this clause shall be agreed compensation for our loss and shall be payable in addition to the sums payable pursuant to Clause 21.1. Such sums may be partly or wholly recovered from any Deposit.

21.2. 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.

22. Notices and communications

22.1. All notices and communications shall be given or made by you to us either by post at our address above, or by email; all notices and communications sent to us by post shall be deemed to be received within three (3) days following the date of posting if sent by first class post, and if sent by email on the same day if the day on which it is sent is a Business Day and it is sent during normal business hours (0900 to 1700), otherwise on the next Business Day at 0900.

22.2. If you have any issues with our Goods, Services, Charges and offerings, please contact us by using the contact details on the Website.

23. Miscellaneous:

23.1. In the event that we or you fail to exercise any right or remedy pursuant to these Terms and Conditions, that failure shall not be construed as a waiver of that right or remedy.

23.2. In the event of any ambiguity, conflict or inconsistency arising between this version of the Terms and Conditions and any previous edition of these Terms and Conditions, this current version of these Terms and Conditions will prevail.

23.3. If any part of these Terms and Conditions is found to be unenforceable by any court, tribunal or regulatory body of competent jurisdiction, the relevant wording shall be construed or interpreted so as to give full effect to the remainder of the affected part.

23.4. Nothing in these Terms and Conditions shall confer any rights upon any third party and, accordingly, the United Kingdom Contracts (Rights of Third Parties) Act 1999 shall not apply.

23.5. You shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

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

23.7. 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.

23.8. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

23.9. These Terms and Conditions set forth the full extent of our obligations and liabilities in respect of the supply or hire of the Goods and/ or supply of the Services to you. Save as detailed expressly in these Terms and Conditions, all implied warranties, terms and conditions (including any terms implied by statute) concerning the Website and the supply or hiring of the Goods and/or supply of the Services by us are disclaimed and excluded to the fullest extent permitted by law, including any implied terms of satisfactory quality, fitness for purpose and the use of reasonable skill and care in the performance of our obligations. Accordingly, except as required by law, we shall not be liable to you for any loss, damage, cost, expense, claim or otherwise arising out of the actual or alleged breach of any such implied warranties, terms or conditions (including any terms implied by statute) or the breach of any other duty of any kind imposed upon us as a matter of law. You acknowledge that you are responsible for ensuring that the Goods and/ or Services are fit for the purpose for which you ordered them pursuant to the applicable Order or Booking.

23.10. These Terms and Conditions (including our Website Terms and Privacy Policy) set out the entire agreement between you and us and supersede any previous terms, conditions, warranties and/ or representations. You acknowledge that you have not relied on any statement, promise, representation or assurance or warranty that is not set out in these Terms and Conditions.

23.11. Nothing in these Terms and Conditions shall affect your statutory rights as a consumer (as defined under the relevant consumer legislation) to the extent those rights are applicable to the hire or purchase of Goods and/or purchase of Services under this agreement and cannot be limited or excluded by law.

24. Governing law and jurisdiction:

24.1. These Terms and Conditions are governed by the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.