EXCELLENCE // DELIVERED

# ALLELYS GENERAL TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT AND/OR PROVISION OF SERVICES

## 1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 Definitions:

**Allelys:** the Allelys Affiliate specified in the Commercial Proposal, or, if no Allelys Affiliate is specified, Allelys Heavy Haulage Limited, company number 02533169 and registered office at Benavon, The Slough, Studley, Warwickshire, B80 7EN.

**Allelys Affiliate:** any subsidiary or holding company from time to time of Allelys Holdings Limited, company number 00810803 and registered office at Benavon, The Slough, Studley, Warwickshire, B80 7EN and any of its subsidiaries.

**Allelys Materials:** all plant, machinery, materials, equipment, documents and other property of Allelys used by Allelys in the hire of the Equipment and/or provision of the Services.

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Cargo:** the objects or goods to be stored, transported, shipped, lifted, jacked and slid and/or otherwise moved under a Contract, as specified in the Commercial Proposal.

**Charges:** the charges payable by the Customer for the hire of the Equipment and/or the provision of the Services, as specified in the Commercial Proposal.

**Change:** an amendment to the scope, nature, volume or execution of the Equipment and/or Services under a Contract, or any other term of the Contract.

**Change Control Procedure:** the procedure for agreeing a Change, as set out in clause 18.9.

**Collection:** the transfer of physical possession of the Cargo to Allelys at the Collection Point, where the weight of the Cargo is borne exclusively by Allelys' equipment and **Collect** shall be interpreted accordingly.

**Collection Date:** the date on which Allelys shall Collect the Cargo from the Collection Point, as specified in the Commercial Proposal, or as otherwise agreed between Allelys and Customer.

**Collection Point:** the location from which Allelys shall Collect the Cargo, as specified in the Commercial Proposal.

**Commencement Date:** has the meaning given in clause 2.1.5.

**Commercial Proposal:** an offer with a detailed plan, agreed in accordance with clause 2.1, describing the Equipment and/or Services to be provided by Allelys, the forecast timetable for their provision and/or performance and other related commercial matters.

**Completion Date:** the date by which the Services are to be completed, as specified in the Commercial Proposal.

**Conditions:** these terms and conditions as amended from time to time in accordance with the Change Control Procedure and/or clause 18.8.

**Contract:** the contract between Allelys and the Customer for the supply of Equipment and/or Services in accordance with these Conditions together with the Commercial Proposal.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.

**CPA Terms:** as applicable:

(a) the Construction Plant-Hire Association Standard Terms and Conditions for Contracting Lifting Services; and

(b) the Construction Plant-Hire Association Model Conditions For The Hiring Of Plant as specified in Appendix 1 of these Conditions and as may be updated and amended from time to time.

**CPIH:** Consumer Prices Index including owner occupiers' housing costs.

**Customer:** the person or firm who hires the Equipment and/or purchases the Services from Allelys, as specified in the Commercial Proposal.

**Customer Default:** shall have the meaning as set out in clause 8.2.

**Customer Materials:** all plant, machinery, equipment, tools, documents, information, items and materials in any form, whether owned by the Customer, the End Client or a third party, which are provided by the Customer to Allelys in connection with the Contract.

**Deliverables:** the deliverables produced by Allelys for the Customer as part of the performance of the Services, including but not limited to any deliverables specified in the Commercial Proposal.

**Delivery:** the transfer of physical possession and (where specified in the Commercial Proposal) installation of the Equipment to the Customer at the Site, and **Deliver** shall be interpreted accordingly.

**Deposit:** to the extent applicable, the deposit amount set out in the Commercial Proposal.

**End Client:** the Customer's end client who is the intended eventual beneficiary of the Equipment and/or Services, as set out in the Commercial Proposal.

**Equipment:** the equipment (or any part of it) set out in the Commercial Proposal.

**Equipment Specification:** any specification for the Equipment, including any relevant plans or drawings, as set out in the Commercial Proposal.

**Force Majeure Event:** has the meaning given to it in clause 16.

**Hire Only Contract:** a Contract solely for the hire of Equipment (with or without an operator).

**Insolvency Event:** in respect of either party:

(a) other than for the purposes of a bona fide reconstruction or amalgamation, such party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that party being otherwise dissolved; or

(b) the appointment of an administrator of, or the making of an administration order in relation to, either party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; or

(c) that party applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986; or

(d) that party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or

(e) that party being unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986; or

(f) any event occurring, or proceeding being taken, with respect to that party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in parts (a) to (e) above (inclusive).

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights

in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Payment Milestone**: any stage, phase, milestone, Deliverable or other element of the Services or Equipment hire specified in the Commercial Proposal, whether the associated Project Payment is expressed to be payable in advance of the relevant Services being performed, Deliverable being produced or Equipment being provided, or upon a specified point in the performance of a Project.

**Project Payment:** each payment specified in a Commercial Proposal, which may be invoiced by Allelys on the Payment Milestone or on such other date as is specified in the Commercial Proposal.

**Project:** a commercial engagement between the Customer and Allelys for the provision of the Services or Equipment whether in terms of a Contract or otherwise.

**Project Contract:** any Contract which is not a Hire Only Contract, including any Contract for transport, heavy haulage, engineering, permitting or route planning Services, and any Contract treated as a Project Contract under clause 14.3.

**Purchase Order:** any purchase order issued by the Customer for the supply of Equipment and/or Services under or by reference to a draft proposal or the Commercial Proposal.

**Rental Commencement Date:** the date that the Customer is scheduled to take Delivery of the Equipment, as specified in the Commercial Proposal.

**Rental Period:** the period from the Rental Commencement Date to the date specified in the Commercial Proposal.

**Request for Quotation (RfQ):** the Customer's request for Allelys to provide a quotation/ Commercial Proposal for the hire of Equipment and/or provision of Services, made either in writing, over the telephone or however else communicated by the Customer to Allelys.

**RHA Terms:** as applicable:

(a) **RHA Terms of Carriage**: the Road Haulage Association Limited Conditions of Carriage;

(b) **RHA Terms of Carriage (AIL)**: the Road Haulage Association Limited Special Conditions for Carriage of Abnormal Indivisible Loads;

(c) **RHA Terms of Storage**: the Road Haulage Association Limited Conditions of Storage.
as specified in Appendix 1 of these Conditions and as may be updated and amended from time to time.

**Risk Period:** shall have the meaning given to it at clause 6.9.

**Services:** the services, including the Deliverables, provided by Allelys to the Customer as set out in the Service Specification.

**Service Commencement Date:** the date on which Allelys shall commence performance of the Services, which shall be the Commencement Date unless otherwise specified in the Commercial Proposal.

**Service Specification:** the description or specification for the Services as set out in the Commercial Proposal or otherwise provided in writing by Allelys to the Customer.

**Site:** the premises at which the Customer requires Allelys to Deliver the Equipment, as set out in the Commercial Proposal.

**Specification:** the Equipment Specification and/or Service Specification relevant to a Contract and as set out in the Commercial Proposal.

**Standby Charges:** for each day or part day, the day rates for labour and equipment set out in the Additional Rates section of the Commercial Proposal or, if none are stated, a pro rata daily proportion of the Charges, for the Equipment and personnel committed to the Contract.

**Start Date:** the Service Commencement Date or, for a Hire Only Contract, the Rental Commencement Date.

**Suspension:** a suspension of the Contract under clause 14.3C.

**Suspension Date:** the date on which a Suspension starts, as determined under clause 14.3C.

**Third-Party Costs:** the costs of the type in clause 9.2.3, and any sums charged to Allelys by third parties (including for storage, security, re-applying for or extending permits, licences, movement orders or route approvals, and any cancellation charges), which Allelys incurs as a result of a termination under clause 14.3A or a Suspension, or has committed to before the date of termination or the Suspension Date and cannot cancel without charge.

**Total Charges:** for the purposes of clauses 14.3 to 14.3H, the Charges that would have been payable had the Contract been performed in full, excluding Third-Party Costs.

**Total Loss:** the Equipment is, in Allelys' reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Variation Offer:** the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure, in the form set out in Appendix 2.

**VAT:** value added tax chargeable in the UK or any equivalent sales tax.

### 1.2 Interpretation:

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

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 The Appendices, the Schedules and the Commercial Proposal form part of the Contract and shall have effect as if set out in full in the body of these Conditions and any reference to the Contract includes the Appendices, the Schedules and the Commercial Proposal.

1.2.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.6 A reference to writing or written includes email unless expressly stated otherwise.

## 2 BASIS OF CONTRACT

### 2.1 Each Contract shall be agreed in the following manner:

2.1.1 from time to time the Customer may submit an RfQ to Allelys. The Customer shall, as part of such RfQ, provide Allelys with as much information as Allelys reasonably requests in order for Allelys to prepare a draft proposal for the equipment and/or services requested, including but not limited to:

(a) the minimum and maximum dimensions and operating parameters for the Cargo;

(b) the structural integrity of the Cargo;

(c) Cargo drawings (in a format acceptable to Allelys) including longitudinal and transverse centre of gravity & handling information;

(d) the ground and sub-soil conditions at the Site and Site layout drawings (in a format acceptable to Allelys) including a plan of the Site and details as to the elevation of the Site;

(e) the maximum permissible ground bearing pressure at the Site or any other work area where Allelys will be required to Deliver the Equipment and/or perform the Services;

(f) any documents, graphs, reports, Cargo drawings and/or other information relating to the equipment and/or services requested by the Customer, including but not limited to the weight of the Cargo, the centre of gravity of the Cargo and details relating to any lifting, lashing, securing and/or supporting points;

2.1.2 following receipt of the information requested from the Customer, Allelys shall, as soon as reasonably practicable, either:

(a) inform the Customer that it declines to provide the requested equipment and/or services; or

(b) provide the Customer with a draft proposal, and Allelys reserves the right to conduct a credit check on the Customer or its directors as part of the proposal process;

2.1.3 if Allelys provides the Customer with a draft proposal pursuant to clause 2.1.2(b), Allelys and the Customer shall discuss and agree the commercial terms of such draft proposal;

2.1.4 any draft proposal provided by Allelys is only valid for a period of thirty (30) days from its date of issue;

2.1.5 the Contract shall be formed on these Conditions, and the draft proposal provided by Allelys under clause 2.1.2(b) (as updated by Allelys to reflect any commercial terms agreed under clause 2.1.3) shall become the **Commercial Proposal**, on the earliest to occur of any of the following: (a) the Customer signing that draft proposal; (b) the Customer accepting that draft proposal, or instructing Allelys to proceed on the basis of it, in writing (including by email); (c) Allelys receiving a Purchase Order which refers to that draft proposal; or (d) Allelys commencing the Services or arranging the hire of the Equipment on the Customer's instruction, in each case within the period referred to in clause 2.1.4 (or such later date as Allelys may accept in writing or by commencing the Services or arranging the hire of the Equipment), and the date of that event is the **Commencement Date**.

**2.2** Any Purchase Order is issued for the Customer's internal administrative purposes only. Any terms and conditions set out in, endorsed on, delivered with or referred to in a Purchase Order shall not form part of the Contract and shall have no effect, even if Allelys accepts, acknowledges or acts on that Purchase Order, and Allelys shall not be required to wait for a Purchase Order before commencing the Services or arranging the hire of the Equipment once the Contract has been formed.

**2.3** Any samples, drawings, descriptive matter or advertising issued by Allelys, and any descriptions or illustrations contained in Allelys' website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Equipment and Services described in them. They shall not form part of the Contract or have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing (unless otherwise specified in the Commercial Proposal).

**2.5** Notwithstanding the provisions of clause 2.4:

2.5.1 Where specified in the Commercial Proposal, the CPA Terms shall apply to all or part of the Contract to the extent that the Contract is for the supply of a supervised lifting service including planning and execution of the lifting operation, as more particularly described in the CPA Terms;

2.5.2 Where specified in the Commercial Proposal, the CPA Terms shall apply to all or part of the Contract to the extent that the Contract is for the hiring of plant, as more particularly described in the CPA Terms;

2.5.3 Where specified in the Commercial Proposal and subject to clause 2.5.4, the RHA Terms of Carriage shall apply to all or part of the Contract to the extent that the Contract is for the carriage of Cargo from one location to another;

2.5.4 Where specified in the Commercial Proposal, the RHA Terms of Carriage (AIL) shall apply to all or part of the Contract to the extent that the Contract is for the carriage of Cargo from one location to another and the Cargo satisfies the definition of "Abnormal Indivisible Load" within the RHA Terms of Carriage (AIL);

2.5.5 Where specified in the Commercial Proposal, the RHA Terms of Storage shall apply to all or part of the Contract to the extent that the Contract is for the storage and handling of Cargo.

**2.6** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply (with documents listed first taking priority):

2.7.1 the Commercial Proposal;

2.7.2 these Conditions; and

2.7.3 the CPA Terms and/or RHA Terms (as applicable).

2.8 These Conditions shall only apply where a Commercial Proposal has been agreed in accordance with clause 2.1. For the avoidance of doubt, where the Customer and Allelys contract exclusively on the basis of the CPA Terms, the RHA Terms, an NEC form of contract or any other third-party standard form, these Conditions shall not apply unless expressly incorporated by reference in the Commercial Proposal.

## 3 HIRE OF EQUIPMENT

Allelys shall hire the Equipment to the Customer for the Rental Period for use at the Site, subject to the Contract as further set out in clause 14.

## 4 DELIVERY OF EQUIPMENT

4.1 Delivery of the Equipment shall be made by Allelys unless otherwise agreed in writing with the Customer. Allelys shall use all reasonable endeavours to effect Delivery by the Rental Commencement Date. Title and risk in the Equipment shall transfer in accordance with clause 6.

4.2 Any dates quoted for Delivery of the Equipment are approximate only, and the time of Delivery is not of the essence. Furthermore, Allelys shall not be liable for any delay in Delivery of the Equipment that is caused by a Force Majeure Event, the Customer's breach of these Conditions or the Customer's failure to provide Allelys with adequate delivery or other instructions relevant to the Delivery of the Equipment.

**4.3** The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment (or collection of the equipment, if Allelys has agreed to such) and such authorised representative shall, with Allelys' duly authorised representative, inspect the Equipment upon Delivery to ensure that the Equipment complies with the warranty in clause 5.2.

**4.4** Acceptance of Delivery by the Customer's duly authorised representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to comply with the warranty in clause 5.2. If required by Allelys, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

**4.5** If the Customer fails to take Delivery of the Equipment when Allelys attends the Site to Deliver the Equipment, then except where such failure or delay is caused by a Force Majeure Event or by Allelys' failure to comply with its obligations under the Contract in respect of the Equipment:

4.5.1 delivery of the Equipment shall be deemed to have been completed at 5.00pm on the Rental Commencement Date (**Deemed Delivery**); and

4.5.2 Allelys shall store the Equipment until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

**4.6** If, five (5) Business Days after the day on which Allelys attended the Site to Deliver the Equipment, the Customer has not taken actual Delivery of them, Allelys may by written notice treat the Contract as terminated by the Customer under clause 14.3A on the date of that notice, in which case clauses 14.3A to 14.3H shall apply (including the credit for any re-hire of the Equipment under clause 14.3B), together with any costs payable under clause 4.5.2.

## 5 QUALITY OF EQUIPMENT

**5.1** Allelys reserves the right to amend the Commercial Proposal and/or the Equipment Specification if required by any applicable statutory or regulatory requirement applicable to the Equipment, and Allelys shall notify the Customer in any such event.

**5.2** Allelys warrants that on Delivery, the Equipment shall:

5.2.1 conform in all material respects with its description and any applicable Equipment Specification;

5.2.2 be free from material defects in design, material and workmanship; and

5.2.3 be of satisfactory quality (within the meaning of section 9 of the Supply of Goods and Services Act 1982).

**5.3** Subject to clause 5.4, if:

5.3.1 following the inspection process in clause 4.3, the Customer gives notice in writing to Allelys on Delivery of the Equipment that some or all of the Equipment does not comply with the warranty set out in clause 5.2; and

5.3.2 Allelys is given a reasonable opportunity of examining such Equipment and the alleged defect; and

5.3.3 The Customer (if asked to do so by Allelys) returns such Equipment to Allelys' place of business at Allelys' cost, Allelys shall, at its option, repair or replace the defective Equipment.

**5.4** Allelys shall not be liable for the Equipment's failure to comply with the warranty set out in clause 5.2 if:

5.4.1 the Customer makes any further use of such Equipment after giving a notice in accordance with clause 5.3;

5.4.2 the defect arises because the Customer failed to follow the manufacturer's operating instructions, Allelys' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice regarding the same;

5.4.3 the defect arises as a result of Allelys following any drawing, design, specification or instructions provided by the Customer;

5.4.4 the Customer alters or repairs such Equipment without the written consent of Allelys;

5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.4.6 the Equipment differs from its description or the Equipment Specification as a result of changes made to ensure it complies with applicable statutory or regulatory requirements.

**5.5** Subject to clause 5.4, if Allelys fails to remedy any material defect in the Equipment in accordance with clause 5.3, Allelys shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Charges payable during the remaining Rental Period and return any Deposit (or any part of it) paid by the Customer.

**5.6** Except as provided in this clause 5, Allelys shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.2.

**5.7** In addition to the provisions of this clause 5, Allelys shall have no liability to the Customer in respect of the Equipment's failure to comply with any laws, regulations or codes of practice of any jurisdiction other than those of England and Wales.

**5.8** These Conditions shall apply to any repaired or replacement Equipment supplied by Allelys.

## 6 TITLE, RISK & INSURANCE

**Title in the Equipment and the Cargo**

**6.1** The Equipment shall at all times remain the property of Allelys, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract).

**6.2** The Cargo shall at all times remain the property of the Customer or the End Client (as applicable), and Allelys shall have no right, title or interest in or to the Cargo (save the right to possession and use of the Cargo in order to perform the Services and its other obligations subject to the terms and conditions of the Contract).

**Standard Insurance**

**6.3** Allelys and the Customer shall each maintain in force for the duration of the Contract and for 6 years thereafter, at least the following insurance policies with reputable insurance companies to cover their respective relevant potential liabilities in connection with the Contract:

6.3.1 public and third-party liability insurance with a limit of at least £10million per claim;

6.3.2 employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events; and

6.3.3 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Allelys may from time to time nominate in writing;

6.3.4 Insurance against such other or further risks relating to the Contract as may be required by law, together with such other insurance as the parties may from time to time agree is reasonably necessary.

**Risk in and Insurance of the Cargo**

**6.4** To the extent that the Contract includes the transport and/or storage of Cargo, the risk of loss, theft, damage or destruction of the Cargo shall pass to Allelys on Collection and shall revert to the Customer or the End Client once the Cargo is no longer in Allelys' possession.

**6.5** The Customer shall ensure that, at the point immediately before Allelys Collects the Cargo, the Cargo:

6.5.1 conforms to any applicable Specification;

6.5.2 is of satisfactory quality and fit for any purpose held out by the Customer and/or the End Client or made known to Allelys by the Customer and/or the End Client;

6.5.3 is free from defects in design, material and workmanship;

6.5.4 complies with all applicable statutory and regulatory requirements;

6.5.5 is properly packed and secured in compliance with all applicable laws and in such manner and condition:

(a) as to enable the Cargo to reach its destination in good condition; and

(b) as not to cause damage or injury or the likelihood of damage or injury to Allelys personnel or to the means of carriage or storage or any other property or to any other goods stored on the means of carriage or storage.

**6.6** Allelys shall maintain in force with a reputable insurance company a "goods in transit" insurance policy to cover its potential liability in respect of the loss of or damage to the Cargo due to transit risks whilst the Cargo is in the control or physical possession of Allelys, with a limit of the amount specified in the Commercial Proposal (or, if no amount is specified, £1,300 per tonne) for claims arising from a single event or series of related events.

**6.7** Allelys shall give prompt written notice to the Customer in the event of any loss, accident or damage to the Cargo arising out of or in connection with Allelys' possession or use of the Cargo.

**Risk in and Insurance of the Equipment**

**6.8** The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery, Deemed Delivery or upon collection by the Customer, as the case may be.

**6.9** The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**).

**6.10** The Risk Period continues until such time as the Equipment is collected by Allelys, or (if agreed in writing) the Customer delivers and offloads the Equipment, at Allelys' nominated address. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the insurances listed in clause 6.3 and failure to do so will be a material breach of the Contract.

**6.11** All insurance policies procured by the Customer shall be endorsed to provide Allelys 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 Allelys' request, name Allelys on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

**6.12** The Customer shall give prompt written notice to Allelys in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

**6.13** If the Customer fails to effect or maintain any of the insurances required under the Contract, Allelys shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

**6.14** The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Allelys and proof of premium payment to Allelys to confirm the insurance arrangements.

## 7 SUPPLY OF SERVICES

**7.1** Allelys shall supply the Services to the Customer from the Service Commencement Date to the Completion Date in accordance with the Service Specification in all material respects.

**7.2** To the extent that the Services include the transport, storage and/or handling of Cargo, Allelys shall use all reasonable endeavours to Collect the Cargo from the Collection Point on the Collection Date. Risk in the Cargo shall transfer in accordance with clause 6.

**7.3** Where agreed between the parties, the Customer shall procure that a duly authorised representative of the Customer shall be present at the Collection of the Cargo and such authorised representative shall, with Allelys' duly authorised representative, inspect the Cargo prior to Collection to ensure that the Cargo complies with the warranty in clause 6.5.

**7.4** Allelys shall use all reasonable endeavours to meet any performance dates for the Services specified in the Commercial Proposal or as otherwise agreed in writing between the parties but time shall not be of the essence for the performance of the Services.

**7.5** Allelys reserves the right to amend the Commercial Proposal and/or Service Specification if necessary to comply with any applicable law or regulatory requirement applicable to the Services, or if the amendment will not materially affect the nature or quality of the Services, and Allelys shall notify the Customer in any such event.

**7.6** Allelys warrants to the Customer that the Services will be provided using reasonable care and skill.

**7.7** Where the Deliverables to be provided to the Customer are in the form of a report or survey, Allelys warrants that such Deliverables are complete and accurate as at the time such Deliverables were produced but does not make any warranty as to the ongoing accuracy or completeness of such Deliverables. The Customer continues to rely on the accuracy and completeness of such Deliverables after the day on which Allelys has produced the same at its own risk.

**7.8** Where the Services include enabling works for a route, as described in clause 8.1.6 (which may include, but are not limited to, permitting and route authorisation from relevant authorities, third party route enabling works, street furniture removal and replacement, traffic management and police support services), the Customer acknowledges that such enabling works are performed by third parties and/or public authorities and not by Allelys. Allelys' role is limited to arranging and procuring such enabling works on behalf of the Customer, and Allelys gives no warranty and accepts no liability in respect of the performance, non-performance, availability, timing, acts or omissions of any such third party or authority. Any delay, refusal, revocation or withdrawal of any permit, authorisation, escort or other enabling work, and any act or omission of the relevant third party or authority, shall be at the Customer's risk, and Allelys shall not be liable to the Customer for any resulting loss, delay or additional cost. Allelys may recover from the Customer all costs and charges it incurs in arranging and procuring such enabling works in accordance with clause 9.

**7.9** Unless otherwise expressly agreed in writing between the parties, Allelys shall have no liability to the Customer in respect of the Services' or the Deliverables' failure to comply with any laws, regulations or codes of practice of any jurisdiction other than those of England and Wales.

## 8 CUSTOMER'S OBLIGATIONS

**8.1 The Customer shall:**

8.1.1 ensure that the terms of its Purchase Order, the Commercial Proposal are complete and accurate and promptly notify Allelys of any changes to the same in accordance with the process set out in clause 18.9;

8.1.2 co-operate with Allelys in all matters relating to the hire of the Equipment and/or provision of the Services;

8.1.3 provide Allelys, its employees, agents, consultants and subcontractors, with access to the Site, the Customer's premises, office accommodation, suitable working conditions and other facilities as reasonably required by Allelys to Deliver the Equipment and/or provide the Services;

8.1.4 provide Allelys with such information and materials as Allelys may reasonably require in order to Deliver the Equipment and/or provide the Services, ensure that such information is complete and accurate in all material respects and promptly notify Allelys in writing of any changes to the same;

8.1.5 prepare the Site and/or the Customer's premises for the Delivery of the Equipment and/or provision of the Services;

8.1.6 obtain and maintain, or where Allelys agrees to carry out or procure the same on the Customer's behalf, be responsible for the obtaining and maintenance of, all necessary licences, permissions, permits, consents, services, enabling works and authorisations which may be required for the Equipment and/or Services before the Rental Commencement Date and/or the Service Commencement Date (as applicable), including but not limited to any necessary road permits or permissions, route authorisations from relevant authorities, route enabling works and the approval of any route proposed for the performance of the Services (whether such route is proposed by Allelys or a third party). The Customer acknowledges that, even where Allelys carries out or procures any such licences, permissions, permits, consents, authorisations or other enabling works on the Customer's behalf, the responsibility and risk for the same (including any refusal, delay, revocation or withdrawal) shall remain with the Customer, and Allelys shall have no liability in respect of the acts, omissions, performance or non-performance of any relevant authority or third party;

8.1.7 comply with all applicable laws, including health and safety laws;

8.1.8 keep all Allelys Materials at the Site and the Customer's premises in safe custody at its own risk, maintain the Allelys Materials in good condition until returned to Allelys, and not dispose of or use the Allelys Materials other than in accordance with Allelys' written instructions or authorisation;

8.1.9 comply with any additional obligations as set out in the Specification;

8.1.10 in respect of the Equipment:

(a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained

competent staff in accordance with statutory requirements, industry practice or where applicable, the manufacturer's operating instructions.

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

(c) maintain at its own expense the Equipment in good and substantial repair in order to keep the Equipment in as good an operating condition as it was on the Rental Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

(d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Allelys unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Allelys immediately upon installation;

(e) keep Allelys fully informed of all material matters relating to the Equipment;

(f) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Allelys' prior written consent;

(g) permit Allelys or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

(h) permit Allelys or its duly authorised representative access to site to undertake maintenance of the Equipment as Allelys may reasonably require;

(i) not use the Equipment for any unlawful purpose and not, without the prior written consent of Allelys, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(j) not without the prior written consent of Allelys, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify

Allelys against all losses, costs or expenses incurred as a result of such affixation or removal;

(k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Allelys in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Allelys may enter such land or building and recover the Equipment both during the Rental Period and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Allelys of any rights such person may have or acquire in the Equipment and a right for Allelys to enter onto such land or building to remove the Equipment;

(l) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Allelys and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Allelys on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(m) ensure that at all times the Equipment remains identifiable as being Allelys' property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

(n) allow Allelys or its duly authorised representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and

(o) not do or permit to be done anything which could invalidate the insurance referred to in clause 6.3; and

8.1.11 in respect of the Cargo:

(a) provide Cargo hoisting, anchor, jacking and/or lashing points with a capacity and strength that is sufficient for efficient and safe performance of the Services;

(b) be responsible for Cargo packaging;

(c) ensure that the Cargo, in all aspects including but not limited to structural integrity, centre of gravity, weight and/or design, is suitable and able to withstand the forces and/or manipulation resulting from the agreed method for provision of the Services (such as, by way of example, lifting, transportation, jacking and/or sliding).

**8.2** If Allelys' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**).

8.2.1 without limiting or affecting any other right or remedy available to it, Allelys shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Allelys' performance of any of its obligations;

8.2.2 Allelys shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Allelys' failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse Allelys on written demand for any costs or losses sustained or incurred by Allelys arising directly or indirectly from the Customer Default.

**8.3** The Customer acknowledges that Allelys shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Allelys on demand against the same, and (subject to clause 13.3) against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Contract.

## 9 CHARGES AND PAYMENT

**Charges**

**9.1 The Charges for the hire of the Equipment:**

9.1.1 shall be as set out in the Commercial Proposal; and

9.1.2 shall be exclusive of all consumables such as water, power, electricity, gas-oil, lubricants and/or temporary nuts and bolts, the supply and cost of which shall be the responsibility of the Customer.

**9.2 The Charges for Services:**

9.2.1 Shall be as set out in the Commercial Proposal. These may include lump sum elements and/or elements calculated on a time and materials basis. Additional charges shall be calculated in accordance with Allelys' daily or weekly fee rates applicable during Business Hours on a Business Day, as set out in the Commercial Proposal;

9.2.2 Allelys shall be entitled to charge an overtime rate as set out in the Commercial Proposal for each part day or for any time incurred by Equipment, or worked by individuals whom it engages on the Contract outside the Business Hours referred to in clause 9.2.1; and

9.2.3 In addition to the Charges, Allelys shall be entitled to charge the Customer for:

(a) any expenses reasonably incurred by the individuals whom Allelys engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses; and

(b) for the cost of services provided by third parties and required by Allelys for the performance of the Contract, including but not limited to:

(i) the provision of security cover whilst in a public area;
(ii) the safe temporary storage of Allelys Materials;
(iii) traffic management;
(iv) ground preparation and inspection, load spreading and/or port/road/site civil works;
(v) structural assessments and the implementation of any required improvements;
(vi) load spreading & lifting tackle beyond industry standard levels;
(vii) the carrying out and/or procurement of route enabling works such as specialist assessments, police escorts, the moving and/or removal of street furniture, the deployment of wire escorts, tree trimming or works as otherwise required;

(c) any costs it reasonably incurs in relation to obtaining customs clearance, duties, taxes and/or import and/or export documents; and

(d) port storage costs, fees and charges applicable to use of any port facilities or property or storage space;

(e) the cost of any raw materials;

(f) an administration fee for handling third party costs, as stipulated in the Commercial Proposal.

**9.3 Allelys reserves the right to:**

9.3.1 increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in CPIH (or, if the CPIH ceases to be published, such replacement index as Allelys may reasonably determine) in the preceding twelve (12) month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the CPIH;

9.3.2 increase the Charges, by giving no less than fourteen (14) days' notice to the Customer at any time, to reflect any increase in the cost to Allelys in continuing to hire the Equipment and/or provide the Services, to the extent that this is due to:

(a) any factor beyond the control of Allelys (including but not limited to a change in applicable laws and/or reasonable increases in taxes and duties, labour or raw materials);

(b) an increase in the cost of fuel above Allelys' base rate of £1.30 per litre, in which case Allelys shall increase those of its Charges applicable to fuel by 0.25% for every £0.01 the cost of fuel exceeds Allelys' base rate of £1.30 per litre;

(c) where the parties have agreed that the Customer shall pay the Charges in a currency other than pounds sterling, any change in the exchange rate of pounds sterling against such currency during any given month on the average exchange rate for the previous month;

(d) any request by the Customer to change the date of Delivery, the Completion Date, the quantities or types of Equipment or the Specification, which shall be dealt with in accordance with the Change Control Procedure; or

(e) any inaccuracy and/or change in the information provided by the Customer under clause 2.1.1;

(f) a Customer Default; or

(g) any delay caused by any instructions of the Customer in respect of the Equipment and/or Services or failure of the Customer to give Allelys adequate or accurate information or instructions in respect of the Equipment and/or Services.

**9.4** In respect of Equipment, Allelys shall invoice the Customer on or at any time after completion of Delivery and thereafter in accordance with the payment terms set out in the Commercial Proposal.

9.4A. In respect of Services, the contract is divisible. Allelys shall invoice the Customer in accordance with any Project Payments and payment terms set out in the Commercial Proposal. In addition, Allelys may issue separate invoices for any amounts payable under clauses 9.2.2, 9.2.3, 9.3.2 or 14.3A to 14.3G as and when such costs are incurred or fall due. Each such invoice

shall be payable in accordance with clause 9.5, except that any third-party costs referred to in clause 9.2.3(b) and any Third-Party Costs shall be payable within seven (7) days of invoice (or such other period as the Commercial Proposal may specify).

**Payment**

**9.5** The Customer shall, unless otherwise agreed between the parties in the Commercial Proposal pay each invoice submitted by Allelys:

9.5.1 within thirty (30) days of the invoice date;

9.5.2 in pounds sterling;

9.5.3 in full and in cleared funds to a bank account named upon Allelys' invoice;

9.5.4 time for payment shall be of the essence of the Contract.

**9.6** Where the Contract requires Allelys to charter a vessel in order to perform the Services, the Customer shall pay the Charges in full and in cleared funds upon demand from Allelys.

**9.7** Where a Deposit is required by Allelys, the Customer shall pay Allelys the Deposit no later than the Rental Commencement Date or Service Commencement Date as the case may be.

**9.8** In respect of the hire of Equipment, the Deposit is a deposit against default by the Customer of payment of any Charges or any loss of or damage caused to the Equipment. If the Customer fails to pay any Charges in accordance with the Contract or causes any loss or damage to the Equipment (in whole or in part), Allelys shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Allelys any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period, subject to the Customer having paid any outstanding Charges under the Contract in full and in accordance with clause 9.5.

**9.9** Where a Commercial Proposal identifies Payment Milestones and the associated Project Payments:

9.9.1 each Payment Milestone gives rise to a distinct and independent payment obligation; and

9.9.2 each Project Payment may be invoiced on the relevant date specified in the Commercial Proposal; and

9.9.3 each Project Payment shall constitute a separate and independent debt owed by the Customer to Allelys.

**9.10** Any amount due to Allelys under the Contract, including without limitation any Project Payment, shall be payable in full without set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and in accordance with clause 9.5.

**9.11** Each Project Payment or other amount referred to in clause 9.10 must be paid irrespective of any dispute relating to any other Payment Milestone or Project Payment within:

9.11.1 the same Project; and

9.11.2 any other part of the Contract; and

9.11.3 any other Project or any other Contract; and

9.11.4 any other agreement between the Customer and Allelys.

**9.12** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by Allelys to the Customer, the Customer shall, on receipt of a valid VAT invoice from Allelys, pay to Allelys such additional amounts in respect of VAT as are chargeable on the hire of the Equipment and/or provision of the Services at the same time as payment is due for the hire of the Equipment and/or provision of the Services.

**9.13** Subject to clause 9.11, if the Customer disputes any invoice:

9.13.1 the Customer shall notify Allelys in writing within 5 Business Days of the date of receipt of the invoice, specifying the reasons for disputing the invoice;

9.13.2 Allelys shall provide evidence as may be reasonably necessary to verify the disputed invoice;

9.13.3 the Customer shall pay to Allelys all amounts not disputed by the Customer in accordance with clause 9.5;

9.13.4 the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and

9.13.5 if the parties have not resolved the dispute within thirty (30) days (or any longer period as agreed between the parties in writing) of the Customer giving notice to Allelys, the dispute shall be resolved in accordance with the dispute resolution procedure in clause 17.

**9.14** If the Customer fails to pay any amount due to Allelys under the Contract (including any Project Payment) by the due date, then, without limiting Allelys' remedies under clause 14:

9.14.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.14.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

9.14.2 Allelys may:

(a) suspend all or part of its performance of the Contract or Project until payment has been made in full; and/or

(b) exercise its rights under clause 9.15.

**9.15** Allelys shall have a general and particular lien on the Cargo in its possession as security for payment of all sums claimed by Allelys from the Customer. The Charges shall continue to accrue in respect of any Cargo detained under lien. Subject to any genuine good faith dispute in relation to any invoice, if an invoice for the Charges is not paid in full on its due date for payment, Allelys may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of some or all of the Cargo in its possession if the amount outstanding is not paid in full within fourteen (14) days. If the amount due is not paid by the expiry of such period, Allelys may sell or otherwise dispose of some or all of the Cargo in its possession, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Cargo to the Customer after deduction of all amounts due to Allelys and the expenses incurred by Allelys for the sale or disposal of the Cargo. Allelys shall not be liable for the price obtained for the sale or disposal of the Cargo.

**9.16** This clause 9 shall survive termination or expiry of the Contract.

## 10 INTELLECTUAL PROPERTY RIGHTS

**10.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Allelys.

**10.2** Allelys grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Equipment, Services and/or the Deliverables (as applicable) in its business.

**10.3** The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

**10.4** The Customer grants Allelys a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Allelys (including but not limited to any Customer Materials) for the term of the Contract for the purpose of hiring the Equipment and/or providing the Services to the Customer.

## 11 DATA PROTECTION

**11.1** The following definitions apply in this clause 11:

11.1.1 **Agreed Purposes:** shall have the meaning given to it in clause 11.2.

11.1.2 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing** and **appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

11.1.3 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

11.1.4 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

11.1.5 **Permitted Recipients:** the parties to the Contract, the employees of each party, all Allelys Affiliates and the employees of each Allelys Affiliate and any third parties engaged to perform obligations in connection with the Contract.

**11.2** This clause 11 sets out the framework for the sharing of personal data between the parties as Controllers. Each party acknowledges that one party may disclose Personal Data to the other party for the purposes of the hiring of the Equipment, the provision of the Services, the receipt of the benefit of the Equipment and/or Services and/or the performance and/or enforcement of each party's rights and obligations under the Contract (**Agreed Purposes**).

**11.3** Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

**11.4** Each party shall:

11.4.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of any Personal Data to the Permitted Recipients for the Agreed Purposes;

11.4.2 give full information to any Data Subject whose Personal Data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

11.4.3 process the Personal Data only for the Agreed Purposes;

11.4.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

11.4.5 ensure that all Permitted Recipients are aware of their obligations concerning the Personal Data of the other party (including obligations of confidentiality);

11.4.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological development and the cost of implementing such measures.

11.4.7 not transfer any Personal Data received from the other party outside the UK unless the transferor ensures that:

(a) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or

(b) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or

(c) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or

(d) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

**11.5** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

**11.6** To the extent that Allelys processes any Personal Data on behalf of the Customer as a Processor (as defined in the Data Protection Legislation), the parties shall promptly enter into a data processing agreement on terms that comply with Article 28 of the UK GDPR, and such agreement shall form part of the Contract.

## 12 CONFIDENTIALITY

**12.1** Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party (or, in the case of Allelys, of any Allelys Affiliate), except as permitted by clause 12.2.

**12.2** Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives, contractors or subcontractors or advisers (and in the case of Allelys, Allelys Affiliates and any person to whom Allelys has assigned, transferred or otherwise disposed of any of its rights under the Contract in accordance with clause 18.1.1 and their professional advisers) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

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

**12.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 13 LIMITATION OF LIABILITY

**13.1** The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**13.2** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

13.2.1 death or personal injury caused by negligence;

13.2.2 fraud or fraudulent misrepresentation; and

13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 7 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**13.3** Subject to clauses 13.2 and 13.3B, neither party shall have any liability to the other in respect of any of the following types of loss:

13.3.1 loss of or damage to goodwill; and

13.3.2 indirect or consequential loss.

13.3A Subject to clauses 13.2, 13.3 and 13.6, Allelys shall have no liability to the Customer in respect of:
13.3A.1 loss of profits.
13.3A.2 loss of sales or business.
13.3A.3 loss of agreements or contracts.
13.3A.4 loss of anticipated savings.
13.3A.5 loss of use or corruption of software, data or information.
13.3B Clauses 13.3 and 13.3A apply only to claims for damages. They do not reduce or exclude any fee, Standby Charges, Third-Party Costs or other sum payable under clauses 14.3A to 14.3G, any sum payable by the Customer under clause 8.2.3, any indemnity given by the Customer under the Contract (including under clauses 8.1.10(j) and 8.1.10(l)), any liability of the Customer for loss of or damage to the Equipment or the Allelys Materials, or any other agreed sum payable under the Contract.

**13.4** Subject to clauses 13.2, 13.3, 13.3A and 13.6, Allelys' total aggregate liability to the Customer for any loss of or damage to the Cargo shall not exceed the lesser of fifty percent (50%) of the aggregate Charges paid or payable by the Customer under the Contract and a sum calculated at £1,300 Sterling per tonne on the gross weight of the Cargo.

**13.5** Subject to clauses 13.2, 13.3, 13.3A, 13.4 and 13.6, Allelys' total aggregate liability to the Customer (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) for all other types of loss arising under or in connection with the Contract shall not exceed the lesser of fifty percent (50%) of the aggregate Charges (excluding any amounts paid to third parties in the provision of the Services) paid or payable by the Customer under the Contract and a sum calculated at £1,300 Sterling per tonne on the gross weight of the Cargo or where there is no Cargo, 50% of the Charges (excluding any amounts paid to third parties in the provision of the Services).

**13.6** Notwithstanding any other provision of the Contract, Allelys accepts no liability of any kind in respect of the carriage of Cargo by water, whether the Cargo is carried in or on a vessel, barge or other waterborne craft or remains on Allelys' trailer or other equipment during such carriage, and including any loss of or damage to the Cargo, or any liability arising, during any period when the Cargo is waterborne, unless such waterborne carriage is expressly identified in the Commercial Proposal and Allelys has expressly agreed in writing to accept liability in respect of it (in which case liability shall be limited as set out in the Commercial Proposal and subject to the terms of any applicable marine insurance). For the avoidance of doubt, this clause 13.6 does not exclude or limit Allelys' liability in respect of any lifting operation (including the lifting of Cargo onto or off any vessel, barge or other waterborne craft), which shall be governed by the CPA Terms and the other provisions of these Conditions. Where a Contract includes the carriage of Cargo by water that has not been agreed in accordance with this clause, that carriage shall be undertaken by or on behalf of the Customer at the Customer's sole risk.

**13.7** Allelys has given commitments as to compliance of the Equipment and Services with relevant specifications in clauses 5 and 7 of these Conditions. In view of these commitments, the terms implied by sections 3 to 5, 8 to 10 and sections 13 to 15 of the Supply of Goods and Services Act 1982, and sections 13 to 15 of the Sale of Goods Act 1979 (to the extent applicable), are, to the fullest extent permitted by law, excluded from the Contract.

**13.8** This clause 13 shall survive termination of the Contract.

## 14 TERM, TERMINATION & SUSPENSION

**14.1** The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the Contract:

14.1.1 to the extent the Contract is for the hire of Equipment, until the expiry of the Rental Period; and

14.1.2 to the extent the Contract is for the provision of Services, until the completion of the Services,
at which time the Contract shall terminate automatically without notice.

**14.2** Without affecting any other right or remedy available to it, Allelys may terminate the Contract for convenience by giving the Customer not less than thirty (30) days' written notice.

**14.3** Each Contract is either a Project Contract or a Hire Only Contract, as stated in the Commercial Proposal. If the Commercial Proposal does not state the category, or the Contract falls within both categories, it is a Project Contract. The Commercial Proposal may vary the category or the percentages in Tables 1 and 2 for a specific Contract.

14.3A The Customer may terminate the Contract at any time by written notice, effective immediately. In return for this right, the Customer shall pay Allelys:

(a) the Table 1 percentage of the Total Charges for the Contract's category, based on the number of days from the notice to the Start Date or, where notice is given on or after the Start Date, the greater of the percentage for 14 days or less and the Charges accrued to the date of termination (in each case giving credit for Charges already paid);

(b) Third-Party Costs, and Allelys' own costs of demobilisation, storage, security, re-planning and re-mobilisation, charged at the day rates set out in the Additional Rates section of the Commercial Proposal (or, where no rate is stated, at Allelys' reasonable rates); and

(c) where any Equipment or Allelys Materials are at the Site or Collection Point on termination, Standby Charges shall apply until they can lawfully be removed (the Customer remaining responsible under clause 8.1.6 for obtaining any permits or approvals needed for their removal).

14.3B For a Hire Only Contract, Allelys shall credit or refund against the amount in clause 14.3A(a) the net hire charges it earns from re-hiring the Equipment for the remaining Rental Period, up to the amount in clause 14.3A(a), but Allelys is not obliged to re-hire the Equipment in priority to its other equipment.

14.3C The Customer may suspend the Contract by written notice given in accordance with clause 18.2 to Allelys, stating the date from which the Suspension is to start (which shall not be earlier than the date on which the notice is deemed received). The Contract is also suspended, with effect from the date stated in Allelys' written notice to the Customer (which may be the date on which the relevant event first prevented or delayed performance), if Allelys notifies the Customer that performance is prevented or delayed (other than to the extent caused by Allelys' direct breach of the Contract) by: (a) the refusal, delay, withdrawal or revocation of any permit, licence, route approval, movement order or other authorisation; or (b) the unavailability of police escorts or other enabling works referred to in clauses 7.8 and 8.1.6. A Suspension under this clause 14.3C is without prejudice to Allelys' rights under clauses 8.2 and 14.6 and its other rights and remedies under the Contract.

14.3D If the Suspension Date is before the Start Date, the Customer shall pay the Table 2 percentage of the Total Charges, based on the number of days from the Suspension Date to the Start Date. If the Suspension Date is on or after the Start Date, or any Equipment, Allelys Materials or personnel are at the Site or Collection Point during the Suspension, the Customer shall instead pay Standby Charges for each day or part day of the Suspension. The Customer shall also pay Third-Party Costs and Allelys' own costs of the type referred to in clause 14.3A(b). Allelys shall use reasonable endeavours to minimise Standby Charges and Third-Party Costs during a Suspension, including by redeploying Equipment or personnel where it can lawfully and practicably do so. Sums paid under this clause are not credited against the Charges payable when performance resumes.

14.3E Within five (5) Business Days after the Customer confirms it is ready to proceed, or the cause of the Suspension ends, Allelys shall propose revised dates and shall resume performance as soon as reasonably practicable, given the availability of its resources and of third parties. The revised dates proposed by Allelys shall apply unless the parties agree otherwise in writing within five (5) Business Days of Allelys' proposal. Clause 9.3.2 applies to any resulting increase in costs.

14.3F If a Suspension lasts more than thirty (30) days, or Suspensions under a Contract last more than forty-five (45) days in total, Allelys may at any time while the Suspension continues, by written notice to the Customer, treat the Contract as terminated by the Customer under clause 14.3A with effect from the date of that notice. Until any such notice is given, the Suspension continues and clause 14.3D continues to apply. The Table 1 fee is calculated as if notice had been given on the Suspension Date of the Suspension which causes termination, less any Table 2 fees paid under the Contract. Clauses 14.3A(b) and 14.3A(c) apply to that termination, and Standby Charges and Third-Party Costs continue to accrue until any Equipment, Allelys Materials and personnel can lawfully and/or practically be removed from the Site or Collection Point. The total payable under clauses 14.3A and 14.3D for a Contract, excluding Third-Party Costs and Standby Charges, shall not exceed the Total Charges.

14.3G Third-Party Costs payable under clauses 14.3A and 14.3D are charged at cost plus the administration fee stated in the Commercial Proposal (or, if none is stated, ten percent (10%)), are payable under clause 9.4A and are not part of the Charges.

14.3H The sums payable under clauses 14.3A to 14.3G are the price of the Customer's rights to terminate and suspend and of the Customer bearing the risk of the events in clause 14.3C, and reflect Allelys' legitimate interest in being paid for the resources it commits to Project Contracts before the Start Date and for reserving Equipment under Hire Only Contracts. The Customer acknowledges that these sums are proportionate to that interest and are not a penalty. Notwithstanding clause 16, the events in clause 14.3C are not Force Majeure Events, and these sums are payable whether or not a termination or Suspension is caused by or follows a Force Majeure Event.

| **Table 1 (termination): days before the Start Date** | **Project Contract: percentage of the Total Charges** | **Hire Only Contract: percentage of the Total Charges** |
|---|---|---|
| More than 120 days | 0% | 0% |
| Between 61 and 120 days | 50% | 50% |
| Between 31 and 60 days | 80% | 80% |
| Between 15 and 30 days | 90% | 90% |
| 14 days or less | 100% | 100% |

| Table 2 (Suspension before the Start Date): days before the Start Date | Project Contract: percentage of the Total Charges | Hire Only Contract: percentage of the Total Charges |
|---|---|---|
| More than 120 days | 0% | 0% |
| Between 61 and 120 days | 25% | 25% |
| Between 31 and 60 days | 40% | 40% |
| Between 15 and 30 days | 45% | 45% |
| 14 days or less | 50% | 50% |

**14.4** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.4.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days after receipt of notice in writing to do so;

14.4.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

14.4.3 the other party suffers an Insolvency Event;

14.4.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.4.5 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

**14.5** Without affecting any other right or remedy available to it, Allelys may terminate the Contract with immediate effect by giving written notice to the Customer if:

14.5.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default fourteen (14) days after receipt of notice in writing from Allelys to pay such amount; or

14.5.2 a Total Loss occurs in relation to the Equipment.

**14.6** Without affecting any other right or remedy available to it, Allelys may suspend the provision of the Services or the Delivery of the Equipment under the Contract or any other contract between the Customer and Allelys if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to an Insolvency Event, or Allelys reasonably believes that the Customer is about to become subject to an Insolvency Event.

## 15 CONSEQUENCES OF TERMINATION AND SUSPENSION

**15.1** To the extent the Contract is for the hire of Equipment, on termination or expiry of the Contract:

15.1.1 Allelys' consent to the Customer's possession of the Equipment shall terminate and Allelys may, itself or by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

15.1.2 without prejudice to any other rights or remedies of Allelys, the Customer shall pay to Allelys on demand:

(a) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 9.14;

(b) any costs and expenses incurred by Allelys in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs);

15.1.3 if the Contract is terminated by Allelys pursuant to clause 14.4 or clause 14.5, then without prejudice to any other rights or remedies of Allelys, the Customer shall pay to Allelys on demand a sum equal to the whole of the Charges that would (but for the termination) have been payable if the Contract had continued from the date of termination to the end of the Rental Period, less any costs Allelys saves as a result of the termination and any net hire charges Allelys actually earns from re-hiring the Equipment for the remainder of that period (if possible). The Customer acknowledges that this sum reflects Allelys' legitimate interest in receiving the return it expected from committing the Equipment to the Contract for the full Rental Period, is proportionate to that interest and is not a penalty.

**15.2** To the extent the Contract is for the provision of Services, on termination or expiry of the Contract:

15.2.1 the Customer shall immediately pay to Allelys all of Allelys' outstanding unpaid invoices and interest and, in respect of Services provided but for which no invoice has been submitted, Allelys shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.2.2 the Customer shall return all Allelys Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Allelys may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

15.2.3 Allelys shall return all Customer Materials not used up in the provision of the Services.

**15.3** Termination, suspension or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, suspension or expiry, including without limitation:

15.3.1 the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination, suspension or expiry;

15.3.2 any Project Payment or other sum which has become due prior to the date of termination, suspension or expiry, which shall remain payable in full in accordance with clause 9; and

15.3.3 Allelys' right to invoice any Payment Milestone reached prior to the date of termination, suspension or expiry, which invoice shall be payable in accordance with clause 9.

**15.4** Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## 16 FORCE MAJEURE

**16.1** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, that has a materially adverse effect on the ability of the party to perform its obligations, which shall include but not be limited to war, riot, civil disturbance, acts of God, explosions, radiation contamination, industrial action or strike action, exceptionally extreme weather and/or sea conditions of a severity expected to take place once every twenty (20) years, negligent or non-performance by a subcontractor, extreme flooding, epidemic or pandemic declared as such by the World Health Organisation (a **Force Majeure Event**).

## 17 DISPUTE RESOLUTION:

**17.1** Any dispute arising out of or relating to this agreement must first be discussed by the relevant parties and the parties must reasonably attempt to settle any dispute arising out of this agreement or its subject matter through consultation and negotiation in good faith.

**17.2** If the parties fail to resolve the dispute within 14 days after either party notifies the other party of the dispute (or such longer period as the parties may agree in writing), then the dispute shall be referred for expert determination or mediation as set out below.

**17.3** If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause:

17.3.1 Expert determination

(a) Where a Dispute is, in the sole discretion of Allelys, primarily technical in nature (a **Technical Dispute**), including any dispute concerning load calculations, lifting methodology, structural or ground-bearing assessments, route feasibility or engineering matters, Allelys may by written notice to the Customer refer the Technical Dispute for expert determination in accordance with this clause 17.3.1.

(b) The parties shall agree on the appointment of an independent expert (**Expert**) who has the relevant expertise required to determine the Technical Dispute.

(c) If the parties are unable to agree on an Expert or the terms of appointment within 14 days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the Institution of Civil Engineers (ICE) to appoint an Expert with experience in specialist transport, heavy lift and or project logistics as appropriate.

(d) The parties are entitled to make submissions to the Expert (including oral submissions) and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

(e) The Expert may, in their reasonable discretion, determine such other procedures to assist with the conduct of the determination as they consider just or appropriate, including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

(f) The Expert shall act as an expert and not as an arbitrator. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error or fraud.

(g) The Expert may direct that any legal costs and expenses incurred by a party in respect of the determination shall be paid by another party to the determination on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs.

(h) All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.

(i) Each party shall act in good faith and co-operate to give effect to the provisions of this clause 17 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

(j) The Expert and the Institution of Civil Engineers (ICE) shall have no liability to the parties for any act or omission in relation to this appointment; save in the case of bad faith.

(k) The Expert must prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of two months of the matter being referred to the Expert.

17.3.2 Dispute other than Technical Disputes

(a) If the Parties fail to resolve the Dispute within 14 days after it is referred to them under clause 17.2 and do not mutually agree to extend the time for negotiation, then the dispute shall be submitted by the parties to mediation in England, in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

(b) The mediation shall be conducted by a single mediator appointed by mutual agreement, or (failing mutual agreement within seven days of a notice from either Party to the other calling upon the other so to agree) by the Centre for Dispute Resolution. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator. The mediation shall be conducted in London in English. The mediation shall be conducted without prejudice to the rights of any of the parties in future proceedings and nothing in this clause 17 prevents a Party issuing proceedings where the relief sought is injunctive or declaratory relief. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

(c) In the event of the dispute not having been resolved within 30 days (or such other period as agreed in writing by the Parties) after the appointment of the mediator or Expert, either party may require that the matter be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. In respect of such arbitration:

(i) The number of arbitrators shall be one.
(ii) The seat, or legal place, of arbitration shall be London, England.
(iii) The language to be used in the arbitral proceedings shall be English.
(iv) The governing law of the contract shall be the substantive law of England and Wales.

17.4 For the avoidance of doubt, this clause 17 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named party's Intellectual Property Rights.

## 18 GENERAL

### 18.1 Assignment and other dealings

18.1.1 Allelys may at any time assign, transfer, mortgage, charge, subcontract, delegate, sell, declare a trust over or dispose or deal in any other manner with any or all of its rights and/or obligations under the Contract, including all or any rights in relation to any amount due and/or payable to Allelys under the Contract (including without limitation any Project Payment).

18.1.2 The Customer 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 the Contract without the prior written consent of Allelys.

### 18.2 Notices.

18.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the addresses specified in the Commercial Proposal.

18.2.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

18.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**18.3** **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 18.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

**18.4** **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**18.5** **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**18.6** **Entire agreement.**

18.6.1 The Contract constitutes the entire agreement between the parties.

18.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**18.7** **Third party rights.** With the exception of any Allelys Affiliate, who may enforce any right of Allelys under the Contract, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**18.8** **Variation.** Except as set out in these Conditions (including the Change Control Procedure), no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**18.9** **Change Control Procedure.**

18.9.1 Either party may request a Change to the Contract by submitting a written request to the other party, but no Change shall come into effect until a Variation Offer has been signed by the authorised representatives of both parties.

18.9.2 If the Customer wishes to make a Change, the Customer shall submit a written request to Allelys containing sufficient information to enable Allelys to prepare a Variation Offer. Within ten (10) Business Days of receipt of the Customer's request (unless otherwise agreed in writing), Allelys shall send to the Customer a Variation Offer.

18.9.3 If Allelys wishes to make a Change, it shall send to the Customer a Variation Offer.

18.9.4 Each Variation Offer shall contain sufficient information to enable the parties to assess the Change, including as a minimum:

(a) a description of the Change;

(b) details of the effect of the proposed Change on the Equipment, Services, Charges and/or any other term of the Contract (including proposed changes to wording);

(c) the date of expiry of validity of the Variation Offer; and

(d) provision for signature by the Customer and Allelys.

18.9.5 If the parties agree the terms of a Variation Offer, each party shall sign it and that Variation Offer shall amend the Contract accordingly.

18.9.6 If either party does not agree to any term of a Variation Offer, the disagreement shall be dealt with in accordance with clause 17.

18.9.7 Each party shall bear its own costs in relation to compliance with the Change Control Procedure.

18.9.8 The Variation Offer shall be in substantially the form set out in Appendix 2.

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

**18.11 Jurisdiction.** Subject to the provisions of clause 17, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**Appendix 1**

**CPA Terms**

**Part 1 – CPA Standard Terms and Conditions For Contract Lifting Services**
https://allelys.co.uk/wp-content/uploads/2022/02/CPA-Contract-Lifting-Services-Conditions-110701.pdf

**Part 2 – CPA Model Conditions For The Hiring of Plant**
https://allelys.co.uk/wp-content/uploads/2022/02/2011-Model-Conditions.pdf

**RHA Terms**
**Part 1 – RHA Terms of Carriage**
https://allelys.co.uk/wp-content/uploads/2021/03/RHA-Conditions-of-Carriage-2020.pdf

**Part 2 – RHA Terms of Carriage (AIL)**
https://allelys.co.uk/wp-content/uploads/2021/03/RHA-Conditions-of-Carriage-Abnormal-Indivisible-Loads-2013.pdf

**Part 3 – RHA Terms of Storage**
https://allelys.co.uk/wp-content/uploads/2021/05/RHA-Conditions-of-Storage-2021.pdf
**Appendix 2: Variation Offer Template**

# Project Variation Offer

Allelys Heavy Haulage Limited
The Slough, Studley
Warwickshire
B80 7EN

| Offer Prepared by: | Internal Checked/Approved by: |
|---|---|
| | |

| | |
|---|---|
| **Project Name** | **Allelys Project Reference** |
| | |
| **Customer** | **Contact Email** |
| | |
| **Contact Name** | **Contact Phone Number** |
| | |
| **Variation Reference No.** | **Dated** |
| AXXXXXX-VO-00X | |

**Variation Description**

| **Commercial Offer:** | | Quantity | Cost | Total |
|---|---|---|---|---|
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| Item: | | 0 | £ - | £ - |
| **Variation Order Total** | | | **£** | **-** |

**additional lines added as required

**Terms and Conditions**

The above variation offer is made subject to the Inclusions/Exclusions and Allelys Standard Terms and Conditions as detailed within the accepted commercial proposal

****IMPORTANT ** Above variation will only be actioned upon receipt of signed acknowledgement:**

| Print Name | Client Authorised Signature/Stamp: |
|---|---|
| | |
| **Company/Position** | |
| | |
| **Date** | |
| | |