

STANDARD TERMS & CONDITIONS

1. Definitions and Interpretation

1.1 In this agreement, the following terms shall have the meanings ascribed to them:

- "Data Protection Legislation" means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) GDPR; any subsequent amendments and replacements to these regulations; and any legislation implementing or made pursuant to them, as may be amended or updated from time to time, in England and Wales.
- "DPA" means the Data Protection Act 2018.
- "End Date" as defined in the Quotation.
- "Equipment" as defined in the Quotation, including any provided casing or similar by UP.
- "Fee" as defined in the Quotation.
- "GDPR" means the General Data Protection Regulation ((EU) 2016/679) and/or any corresponding or equivalent national laws or regulations.
- "Personal Data" has the meaning set out in the GDPR and refers to personal data provided under this agreement.
- "Processing", in relation to personal data, has the meaning given to it in the GDPR.
- "Quotation" means the quotation sheet provided by UP in respect of the relevant Equipment hire.
- "Start Date" as defined in the Quotation.
- "Term" means the hire period as agreed.
- "UP" Universal Pixels

1.2 The schedules form part of this agreement and shall be in full effect as if set out in the main body of the agreement. References to this agreement include the schedules.

2. Hire, Collection, and Return

2.1 UP agrees to hire the Equipment to the Client subject to the terms and conditions of this agreement.

3. Ownership, Risk, Insurance & Freight

3.1 The Equipment remains the property of UP at all times. The Client is responsible for insuring the Equipment from the start of the Risk Period.

4. The Client's Obligations

4.1 The Client must use the Equipment responsibly, ensure it is kept in good working order, and comply with all health and safety guidelines. The Client must also ensure the Equipment is insured to its full replacement value.

5. UP's Obligations

5.1 UP warrants that the Equipment will be in good working order at the start of the Risk Period. Should any Equipment be found defective, UP will endeavour to replace it promptly.

6. Payment & Cancellation

6.1 The Fee as outlined in the Quotation is due in accordance with the payment schedule provided therein. If no schedule is specified, payment is due in full no later than the Start Date.

6.2 All payments must be made in the currency stated in the Quotation, exclusive of VAT, which the Client shall pay in addition.

6.3 Failure to pay on time will result in interest on the overdue amount at 4% a year above the Bank of England's base rate, accruing daily.

6.4 Cancellations by the Client are subject to the following conditions:

- More than 60 days before the Start Date: 50% of the Fee is payable.
- 30 to 60 days before the Start Date: 75% of the Fee is payable.
- Less than 30 days before the Start Date: The full Fee remains payable.

7. Limit of Liability

7.1 UP's total liability for any breach of this agreement or any other liability arising out of or connected to this agreement shall not exceed the total Fee paid by the Client.

7.2 Nothing in this agreement limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded or limited by law.

8. Termination, Consequences of Termination & Force Majeure

8.1 UP may terminate this agreement with immediate effect if the Client fails to pay any amount due under this agreement or breaches any other term of this agreement that is not remedied within 7 days of notification.

8.2 Upon termination for breach by the Client, all Equipment must be returned to UP at the Client's expense within 14 days. The Client will also pay any outstanding Fees and costs for recovery of the Equipment.

8.3 Force Majeure: Neither party will be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions, or accidents beyond its reasonable control, including but not limited to public health emergencies or pandemics. If such circumstances continue for more than 14 days, either party may terminate the agreement by providing at least 7 days' written notice.

9. Notices

9.1 Any notice required under this agreement shall be in writing and sent to the address of the receiving party set out in this agreement or as otherwise specified by the respective party.

10. Assignment

10.1 The Client may not assign, sub-license, or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of UP.

11. Miscellaneous

11.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales, and both parties agree to submit to the exclusive jurisdiction of the English courts.

11.2 This agreement, including any schedules and appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the parties in relation to its subject matter.

11.3 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

11.4 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance, or warranty of any person other than as expressly set out in this agreement.

12. Public Health Emergencies

12.1 In the event of a declared public health emergency that materially affects the ability of either party to perform its obligations under this agreement, the parties agree to negotiate in good faith to amend the terms of this agreement as necessary to reflect the changed circumstances.

12.2 The parties commit to following government and public health guidance and implementing appropriate safety measures to protect the health and well-being of their employees, clients, and the general public.

13. Data Protection and GDPR Compliance

13.1 Both UP and the Client will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and UP is the data processor of any Personal Data.

13.3 Without prejudice to the generality of clause 13.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to UP for the duration and purposes of this agreement.

13.4 Without prejudice to the generality of clause 13.1, UP shall, in relation to any Personal Data processed in connection with the performance by UP of its obligations under this agreement:

- Process that Personal Data only on the documented written instructions of the Client unless UP is required by the laws of any member of the European Union or by the laws of the European Union applicable to UP to process Personal Data (Applicable Laws).
- Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

14. Indemnity

14.1 The Client shall indemnify UP against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other reasonable professional costs and expenses) suffered or incurred by UP arising out of or in connection with the Client's breach of the Data Protection Legislation.
