

These provisions shall be deemed incorporated into all Atlas Copco rental agreements and shall take precedence over any Hirer provisions which may be proposed at any point in time unless expressly agreed in writing by Atlas Copco.

1. Definitions

1.1 In this Agreement, the following terms shall have the meanings set opposite, unless the context otherwise requires:

Atlas Copco	means Atlas Copco Ltd T/A Atlas Copco Rental, a company incorporated in England (Reg. No 159809) and having its Registered Office at Swallowdale Lane, Hemel Hempstead, Hertfordshire HP2 7EA (also referred to as a Party).
Date of Collection	means the time at which loading of the Equipment is made available and or is uplifted from Atlas Copco's Depot or any other depot at which the Equipment is held.
Date of Commencement	means either (i) the Date of Collection by Hirer, or (ii) on the agreed Delivery Date whichever is the earlier.
Delivery Date	as specified in the Purchase Order.
Date of Termination	means the time at which the Equipment is available for collection by Atlas Copco or when the Hirer returns it to the depot or other site previously agreed between Atlas Copco and the Hirer. All notifications must be made by email to rentaluk@atlascopco.com by the Hirer; where notifications are received after 10am then a full day rental charge will be incurred for that day.
Depot	means Atlas Copco's depot located at 2 Waldrige Way, Simonside East Industrial Estate, South Shields, Tyne & Wear, NE34 9PZ.
Documentation	means plans, documents, drawings, specifications, diagrams, formulae, calculations, costings or other information tools or materials.
Equipment	means any type of machinery or equipment whatsoever provided by Atlas Copco to the Hirer on a rental basis and any part or parts thereof and includes spare parts, fuel and tools issued and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
Hire Agreement	together the Quotation, the Purchase Order, these Terms and Conditions and any agreed special conditions.
Hirer	means the person, firm, company or other legal entity taking the Equipment on hire, including the ultimate client of the Hirer (also referred to as a Party).
Hire Charge	means any charges payable by the Hirer in respect of the hire of Equipment and or Atlas Copco Personnel as set out in the Quotation or communicated otherwise in writing by Atlas Copco to Hirer.
Hire Period	means the period of hire from the Date of Commencement to the Date of Termination which shall be for a minimum term of seven calendar days for all orders received.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, domain names, rights to goodwill, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.
Invoice	means an invoice issued by Atlas Copco to the Hirer in respect of the Hire Charge(s) under this Agreement.
Normal Business Hours	means Monday to Friday 8am to 5pm, excluding local and public holidays.
Parties	Means Atlas Copco and the Hirer.
Personnel	means employees, agents, contractors, representatives, , sub-contractors, workers or similar
Purchase Order	means the order from the Hirer to Atlas Copco confirming that the Hirer will proceed with the hire of the Equipment on agreed terms as set out in the Quotation, these Terms and Conditions and any Special Conditions.
Quotation	means the quotation submitted by Atlas Copco to the Hirer for the hire of the Equipment and any subsequent written amendment thereto.
Services	any services provided by Atlas Copco under this Agreement which may include, but not be limited to assembly, rigging, inspection, testing, adjusting, repairing, replacing, installation, commissioning, servicing, operation and dismantling of the Equipment.
Signatory	an individual signing the Hire Agreement
Site	means the site at which the Equipment will be located and used as notified to Atlas Copco by the Hirer.
Special Conditions	Additional and/or amended provisions to this Agreement expressly agreed to by both Parties in writing whether included in the Quotation or otherwise.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations.

1.2 The singular number includes the plural and vice versa. The masculine gender includes the feminine gender. Reference to persons includes companies and other forms of legal entity. Headings are for reference only.

1.3 The Signatory represents and warrants that they have the authority to enter into the Hire Agreement on behalf of Hirer and understands that Atlas Copco will rely on this representation. If the Signatory does not have such authority, the Signatory understands that they will be personally liable as if they had signed the Hire Agreement as Hirer.

1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.5 Words imparting the singular number shall include the plural and vice versa.

1.6 The provisions of this Agreement shall be deemed to be accepted when a) the Hirer confirms acceptance of the Quotation; or b) the Hirer issues a Purchase Order to Atlas Copco; or c) the Hirer performs any action consistent with acceptance of these provisions; or d) when any Equipment and Services are provided under the Agreement.

1.7 Upon acceptance, these provisions shall apply to the Agreement to the exclusion of any other terms that the Hirer may seek to impose or incorporate, or which may be implied by trade, customer, practice, course of dealing or included in any correspondence. Any agreed special conditions stated in the Quotation shall apply equally alongside the provisions of this Agreement save that, in the event of any conflict, the special conditions shall prevail.

2. Commencement and Termination of Hire

2.1 A deposit shall be paid at such amount as specified in the Quotation in advance of the Date of Collection by the Hirer. Such deposit will be held as security against the return of the Equipment on the Date of Termination and, unless Atlas Copco agrees otherwise, no part of the deposit will be available to be set off against the Hire Charge. On the Date of Termination, the deposit shall be refunded save that Atlas Copco reserves the right to apply the deposit towards a repayment of any balance of the Hire Charge that may be due to Atlas Copco or against any other sum whatsoever that may be due by the Hirer to Atlas Copco.

2.2 The Hire Period shall commence on the Date of Commencement and shall continue until the Date of Termination.

2.3 Where Atlas Copco is unable to provide the Equipment in accordance with a Purchase Order, Atlas Copco shall give advance notification to the Hirer of its inability to provide the Equipment. The Hirer will not be afforded any compensation for Atlas Copco's inability to provide the Equipment in accordance with this Condition.

2.4 Unless being collected by Atlas Copco, Equipment being returned must be returned to Atlas Copco's Depot during Normal Business Hours.

2.5 Atlas Copco shall be responsible for the transportation of the Equipment to the Site save where the Hirer has made their own transport arrangements and agreed this with Atlas Copco. Any Atlas Copco Personnel or third party assisting the Hirer shall be deemed to be under the Hirer's control and shall comply with the directions of the Hirer.

2.6 Subject to the terms of this Agreement, the risk of loss, theft, damage or destruction for the Equipment shall pass from Atlas Copco to the Hirer on the Date of Collection. The Equipment shall remain at the sole risk of the Hirer during the Hire Period. The Hire Charge will continue to apply until the Date of Termination even in the event of loss of or damage to the Equipment preventing the operation of the Equipment.

3. Variations

3.1 The Hirer may issue written requests to Atlas Copco proposing a variation to the Quotation or Purchase Order. Atlas Copco shall be entitled to a reasonable amount of time to review, accept or reject a proposed variation. If Atlas Copco incurs cost and/or expenses in respect of the negotiation of a Hirer requested variation, the Hirer shall be responsible for such costs and / or expenses.

3.2 Any commercial adjustment to the Hire Charge and / or pricing schedule resulting from any proposed variation shall be valued at an appropriate Hire Charge. Any commercial adjustment to the Hire Charge shall be detailed in the variation communications.

3.3 A variation shall not be binding on Atlas Copco unless it is agreed and signed for by an authorised representative of Atlas Copco.

4. Personnel

4.1 Atlas Copco Personnel shall use reasonable skill and care in respect of the provision of the Services. The Hirer shall not permit any untrained or unqualified Hirer Personnel to operate the Equipment.

4.2 Cost, charges and expenses applicable to the provision of Atlas Copco Personnel shall be specified in the Quotation and/or Purchase Order.

4.3 Each Party accepts full responsibility for the acts and omissions of its Personnel.

4.4 The Parties acknowledge that they do not expect that the TUPE regulations will apply on the commencement nor completion of any Services under this Contract. Hirer shall indemnify Atlas Copco from and against any and all losses suffered or incurred by Atlas Copco in relation to any of the Hirer's Personnel in respect of any TUPE employment claim.

5. Non Solicitation

5.1 The Hirer and / or its clients or associates shall not solicit or entice away / endeavour to solicit or entice away any individual person(s) who is employed or engaged by Atlas Copco as an employee, consultant or other role and with whom the Hirer has had any dealings with whatsoever during the course of performance of any Hire Period. This provision shall remain in force for a period of six months from the Date of Termination of any Hire Period.

6. Order postponement / cancellation and or early termination

6.1 Where the Hirer has supplied Atlas Copco with a Hire Order and a Date of Commencement is established, if the Hirer subsequently informs Atlas Copco of a delay to the Date of Commencement then Atlas Copco shall notify the Hirer of the additional Hire Charge to be applied. Such charges shall be a minimum 20% reduction on the Hire Charge stated in the Quotation and shall be payable by the Hirer from the Date of Commencement until such Equipment is collected or mobilised to Site or, if earlier, the expiry of 7 calendar days. In the event that the Postponement Period expires prior to the Equipment being collected or mobilised to Site, the hire will be deemed to be terminated and the Hirer will be liable for the full Hire Charge except to the extent that Atlas Copco is in a position to arrange to re-hire the Equipment during the scheduled Hire Period.

6.2 Where the Hirer has issued Atlas Copco with a Purchase Order to make ready Equipment or Services for the Purchase Order and the Hirer, before mobilisation of the Equipment cancels that Purchase Order, the Hirer will be liable for the full Hire Charge except to the extent that Atlas Copco is in a position to arrange to re-hire the Equipment during the scheduled Hire Period.

7. Care and Maintenance

7.1 Unless Atlas Copco receives notification to the contrary within twenty-four (24) hours from the Date of Collection, all Equipment will be deemed to have been delivered to the Hirer at the Date of Collection in good order and to the Hirer's satisfaction.

- 7.2 The Hirer is responsible for the Equipment during the Hire Period. Atlas Copco accepts no responsibility for loss or damage to the Equipment from the Date of Collection until the Date of Termination save unless due to Atlas Copco's negligence.
- 7.3 In the event of the Equipment being lost or damaged during the Hire Period (fair wear and tear excepted), the Hirer will be invoiced for (1) the full reinstatement value as new of the Equipment (or part thereof) or the cost of repairs to the Equipment (whichever being applicable), and (2) the full Hire Charge for the later of the period up to the Date of Termination, or (ii) the period up to the date at which the full replacement value of the Equipment (or part thereof) or the cost of repairs to the Equipment is paid to Atlas Copco, and (3) all associated costs of Atlas Copco in dealing with the matter (including legal fees).
- 7.4 The Hirer shall operate the Equipment in accordance with the manufacturer's guidelines and/or standard operating practice. The Hirer will not allow the Equipment or any part of the Equipment to be used for any purpose beyond its capacity or agreed operational running period or in a manner likely to result in undue deterioration. It shall be the responsibility of the Hirer to ensure that all Equipment is fully suitable for the purpose for which it is required and that it remains so during the Hire Period.
- 7.5 The Hirer agrees that it shall not:
- (a) without the prior consent of Atlas Copco, effect any mechanical or other modifications to the Equipment or make any alterations or additions. For the avoidance of doubt, any such additions, alterations or modified parts (whether with or without Atlas Copco's consent) shall become part of the Equipment and shall belong to Atlas Copco;
 - (b) remove or interfere with any identification marks or plates affixed to the Equipment nor attempt or purport to do so nor permit the same;
 - (c) deface the paintwork or bodywork of the Equipment nor add or erect any painting, signwriting, lettering, or advertising to or on the Equipment;
 - (d) suffer or permit the Equipment or any part of 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 or any part of the Equipment is so confiscated, seized or taken, the Hirer shall notify Atlas Copco and the Hirer shall at its sole expense use its best endeavours to secure an immediate release of the Equipment and shall indemnify Atlas Copco on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - (e) use the Equipment or any part of the Equipment for any unlawful purpose;
 - (f) do or permit to be done anything which could invalidate the insurances referred to in this Agreement.
- 7.6 The Hirer shall ensure that the Equipment remains identifiable as being Atlas Copco's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment. The Hirer is responsible for ensuring that the Equipment is used in accordance with the manuals and/or documentation issued by Atlas Copco and installed in accordance with any statutory regulations, codes of practice, guidelines or recommendations about working loads relating to the Equipment.
- 7.7 For the avoidance of doubt, the Hirer will be liable to Atlas Copco for destruction of or damage to the Equipment or any part of the Equipment caused by negligence, misuse or mishandling or damage to the Equipment caused negligently, maliciously or mischievously by itself and/or any third party during the Hire Period.
- 8. Ownership and Sub-Letting**
- 8.1 During the Hire Period, the Equipment shall at all times remain the property of Atlas Copco or of any third party from which Atlas Copco may have hired any of the Equipment. The Hirer shall not sell, assign, mortgage, or otherwise dispose of or part with possession of the Equipment or charge the benefit of this Agreement nor attempt to do so. The Hirer shall have no right, title or interest in or to the Equipment unless the Parties have expressly negotiated and completed on a separate contract of purchase.
- 8.2 The Hirer shall not sub-let the Equipment or any part of it without the prior written consent of Atlas Copco.
- 9. Change of Site**
- The Hirer shall not move the Equipment from the Site without Atlas Copco's prior written consent.
- 10. Inspection and Servicing**
- 10.1 The Hirer shall afford Atlas Copco and/or its insurer's access to the Equipment at all reasonable times for the provision of the Services. Failure to permit access to Atlas Copco will result in charges being applied for subsequent breakdowns and repairs resulting from failure to service. In the event of a breakdown of the Equipment or any part of the Equipment, not readily repairable, Atlas Copco shall be entitled, but not bound, to supply substitute equipment of a similar type and condition. If Atlas Copco is not in a position to do so, the hire in respect of that item of Equipment or part thereof (but not, for the avoidance of doubt, in respect of any other Equipment made available to the Hirer by Atlas Copco) shall terminate from the date of the breakdown of that item of Equipment (notwithstanding the Date of Termination). The Hirer shall have no claims against Atlas Copco for loss or damage occasioned to the Hirer as a result of that item of Equipment no longer being available to the Hirer.
- 10.2 The Hirer is responsible for daily checks and routine maintenance (i.e. oil level, water level including antifreeze protection, battery charging, greasing, along with any other specific instructions notified to the Hirer). All costs incurred as a result of damage caused by failure to carry out daily and routine maintenance will be charged to the Hirer. Records of daily check activities undertaken by the Hirer at Site must be maintained and supplied to Atlas Copco on demand.
- 11. Breakdown**
- 11.1 Any breakdown at the Site or unsatisfactory working performance of any part of the Equipment must immediately be reported to Atlas Copco. Oral communication shall be accepted to facilitate timely action, however full details of any breakdown must be confirmed in writing by email.
- 11.2 Where equipment breakdown / failure is attributed to Hirer's misuse or abuse then Hirer shall pay all rental and transport costs to Atlas Copco for return to Atlas Copco works.
- 11.3 Atlas Copco shall not be liable to the Hirer for any loss of production, loss of use, loss of contracts, loss of profit and/or any direct, indirect or consequential loss incurred due to any breakdown of the Equipment at the Site howsoever arising.

12. Allowances

Subject to Clause 11 above, no charge will be made to the Hirer for any period during which Equipment is not in full working order as a result of an inherent fault or fair wear and tear or anything regarded by Atlas Copco as a normal working repair.

13. Periods of Hire, Overtime, Idle Time and Travelling Time

13.1 The Hire Charge shall be calculated based upon a minimum seven (7) day week, thereafter on a daily basis, unless otherwise stated in writing by Atlas Copco. Where the time for which the Equipment is in use exceeds the regime quoted by Atlas Copco in the Quotation, then Atlas Copco will charge for additional hours run as set out in the Quotation.

13.2 Travelling time and fares for Atlas Copco Personnel will be charged on a cost plus percentage basis, such percentage to be stipulated in the Quotation.

13.3 Any time spent by Atlas Copco Personnel in providing Services to the specific requirements of the Hirer shall be charged as stipulated in the Quotation.

14. Repairs and Adjustments

The Hirer (including a third party at the Hirer's direction) shall not repair or attempt to repair the Equipment unless prior authorisation has been issued by Atlas Copco in writing.

15. Completion of Hire

15.1 Where the hire is for a fixed period, it shall terminate on the Date of Termination. Where the hire is not for a fixed period, or where it is continued beyond the expiry of the initial fixed period without any new period or extension order being determined, the charges as set out in the Quotation shall apply.

15.2 If the Hirer shall fail to pay any sum as and when it may become due, Atlas Copco shall be entitled to immediate possession of the Equipment, for which purpose it shall be lawful for Atlas Copco to enter into or upon any premises or Site where the Equipment may be.

16. Hire Charge

Atlas Copco shall send an Invoice to the Hirer for the Hire Charge(s) every 28 days or per calendar month in arrears (to be determined at the sole discretion of Atlas Copco) and the Hirer shall pay all sums due under the Invoice within thirty (30) days of the date of the Invoice. The Hire Charge shall be paid to Atlas Copco electronically by Bank Automated Clearing System ("BACS") or as otherwise agreed between Atlas Copco and the Hirer and stated on the Invoice. The Hirer will pay Value Added Tax at the standard rate for the time being in force, wherever applicable. Time shall be of the essence in respect of the payment of all sums due hereunder. Sums due shall be paid in GBP pounds Sterling. All payments to be made by either party under this Agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

17. Non-payment of Hire Charge

In the event of the Hirer failing to pay the Hire Charge on the due date in terms of Clause 16 above then, without limiting Atlas Copco's rights under Clause 25, interest will be charged on the outstanding Hire Charge at the rate of eight per cent (8%) above the Bank of England base rate from the due date for payment until receipt of cleared funds. The Hirer shall indemnify Atlas Copco for all legal fees, disbursements, costs and expenses or similar incurred by Atlas Copco in respect of recovery of any sums outstanding.

18. Liability

18.1 Atlas Copco's liability under this Agreement shall be limited (to the fullest extent permitted by law) to (1) the death or injury of any person; and (2) damage to property belonging to the Hirer or any third party, arising as a result of any negligent act or omission on the part of Atlas Copco or Atlas Copco Personnel. Atlas Copco's aggregate liability under or in connection with this Agreement shall not exceed the value of the Purchase Order.

18.2 Neither Party shall be liable to the other for any loss of production, loss of profit, loss of use, loss of contracts, loss of goodwill, loss of revenue, loss of opportunity, loss of management time and labour costs and any other indirect, special or consequential loss, (and associated damages, costs, expenses or similar) which arise out of or in connection with this Agreement (whether or not reasonably foreseeable and even if a Party had been advised of the possibility of the same).

18.3 The Hirer shall be solely responsible for and keep Atlas Copco fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Atlas Copco as the result of (1) the Hirer's use of the Equipment; and/or (2) any negligent act or omission on the part of the Hirer; and/or (3) any accident involving Atlas Copco property where such property has been operated or used in a manner contrary to Atlas Copco's instructions or guidelines (4) any loss or damage to the Equipment during the Hire Period (save for reasonable wear and tear).

18.4 Nothing in this Agreement shall operate to limit or exclude any liability for fraud, fraudulent misrepresentation, death or personal injury caused through negligence or for any other matter which cannot be limited or excluded in law.

19. Insurance

19.1 Atlas Copco provides no insurance cover for the Equipment. The Hirer shall arrange for fully comprehensive insurance cover for the duration of the Hire Period, which insurance shall cover third party liability, loss and damage.

19.2 If any event occurs for which an insurance claim may be made, whether by the Hirer or a third party, the Hirer shall immediately inform Atlas Copco and shall not admit any liability without the prior consent of Atlas Copco. Such notification and consent shall be made verbally and subsequently verified in writing by email

19.3 The Hirer shall be responsible for and indemnify Atlas Copco against all loss or damage to the Equipment not recoverable under the policy of insurance, save for sums relating to fair wear and tear.

19.4 Atlas Copco reserves the right to repair or have repaired any Equipment which has been damaged in any way. The Hirer shall be liable for the full reinstatement value of any Equipment which has not become a total loss and shall continue to pay the Hire Charge in respect of such Equipment during such reinstatement or repair.

20. Notice of Accident or theft

20.1 If the Equipment is stolen, then the Hirer must firstly inform the police of the incident providing all necessary details prior to informing Atlas Copco as soon as reasonably possible verbally and in writing by email.

- 20.2 If the Equipment or Atlas Copco Personnel are involved in any accident immediate notice must be given to Atlas Copco by telephone and confirmed in writing to Atlas Copco's Depot after the emergency services have been contacted.
- 21. Documentation**
- Any Documentation, together with the Intellectual Property Rights subsisting in them, supplied by Atlas Copco to the Hirer shall belong to Atlas Copco. All Documentation must be returned to Atlas Copco promptly on demand. No alterations of any kind may be made to the Documentation without Atlas Copco's prior written consent. No unauthorised copying is permitted.
- 22. Licences, Approvals, etc.**
- The Hirer is solely responsible for obtaining and complying with all licences, approvals, permits and authorisations, of whatever nature, which are necessary to enable the Equipment to be used for the purpose for which it is hired and will indemnify Atlas Copco against any failure to do so.
- 23. Data Protection**
- For complete details of Atlas Copco's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Hirer's rights and how to exercise them, and personal data sharing (where applicable), please refer to Atlas Copco's Privacy Notice available from www.atlascopco.com/en-uk
- 24. Termination**
- 24.1 Atlas Copco shall be entitled to terminate the Hire Agreement in the event that:
- (a) Hirer is in breach of the Hire Agreement provisions;
 - (b) Hirer goes into bankruptcy or liquidation or insolvency either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 24.2 In the event of termination for any of the above reasons all payments required under the Hire Agreement shall become due and immediately payable and Atlas Copco shall have the immediate right to request and/or gain all reasonable access to the Site in order to secure the immediate return of the Equipment and may charge Hirer for all reasonable costs involved in such repossession.
- 25. Communication and Contact Details**
- Hirer may contact Atlas Copco in person at any of Atlas Copco's branches, by telephone at 0191 456 4990, by email at rentaluk@atlascopco.com, or by pre-paid post at Atlas Copco Rental, 2 Waldrige Way, Simonside East Industrial Estate, South Shields, NE34 9PZ. All and any legal proceedings must be served in writing at Atlas Copco's registered office address Swallowdale Lane, Hemel Hempstead, HP2A 7AE.
- 26. General**
- 26.1 The documents comprising the Hire Agreement and any other documents expressly incorporated into the Hire Agreement, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 26.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Hire Agreement.
- 26.3 Atlas Copco may transfer (assign) its obligations and rights under the Hire Agreement to a third party (this may happen, for example, if Atlas Copco sells its business). If this occurs Hirer will be so notified by Atlas Copco. Hirer's rights under the Hire Agreement will not be affected and Atlas Copco's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 26.4 Hirer may not transfer (assign) their obligations and rights under the Hire Agreement without Atlas Copco's express written permission.
- 26.5 The Hire Agreement is between Hirer and Atlas Copco. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Hire Agreement.
- 26.6 If any of the provisions of the Hire Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, those provision(s) shall be deemed severed from the remainder of the provisions. The remainder of the provisions shall be valid and enforceable.
- 26.7 No failure or delay by Atlas Copco in exercising any of its rights under the Hire Agreement means that it has waived that right, and no waiver by Atlas Copco of a breach of any provision of the Hire Agreement means that it will waive any subsequent breach of the same or any other provision.
- 26.8 The Hire Agreement and the relationship between Hirer and Atlas Copco (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 26.9 Any dispute, controversy, proceedings, claim or similar shall be subject to the exclusive jurisdiction of the English Courts.