

**PINNACLE MARQUEES (UK) LIMITED  
TERMS AND CONDITIONS OF HIRE**

1. **Interpretation**
  - 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
- Contract** any Contract between Us and You for the hire of the Equipment incorporating these conditions.
- Equipment** any equipment agreed in the Contract to be supplied to You by Us as set out in the order acknowledgement.
- Event Period** the period from completion of the build of Equipment on Site to the commencement of the dismantling of the Equipment on Site as set out in the order acknowledgement or as otherwise agreed in writing.
- Period of Hire** the period of time between the commencement of the build of the Equipment on Site and the completion of the dismantling of the Equipment on Site as set out in the order acknowledgement or as otherwise agreed in writing.
- Site** the location at which the Equipment is to be erected and which is set out in the order acknowledgement.
- We, Us, Our** Pinnacle Marquees (UK) Limited, company number 6724806, whose registered office is at Foss Place, Foss Island Road, York YO31 7UJ.
- Working Days** all days except Saturday, Sundays and Bank and public holidays.
- You, Your** the person, firm or company hiring the Equipment from Us.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, alteration or replacement of the law in force at the time of the event for which the Equipment is being hired.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.
2. **Application of Terms**
  - 2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms and conditions which you purport to apply under any request for hire, confirmation or other document).
  - 2.2 No terms or conditions offered upon, or stated with or contained in Your request for hire, confirmation or other document will form part of the Contract unless expressly agreed in writing and referred to in the Contract.
  - 2.3 These conditions apply to all of Our hiring arrangements and any variation to these conditions or any general statements about the Equipment shall have no effect unless expressly agreed in writing and signed by one of Our directors or one of Our representatives. You acknowledge that You have not relied on any statement, promise or representation made or given by Us or on behalf of Us which is not set out in the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation.
  - 2.4 Each request for hire by You shall be deemed to be an offer by You to hire the Equipment subject to these conditions.
  - 2.5 No order or order confirmation placed by You shall be deemed to be accepted by Us until a written order acknowledgement is issued by Us or (if earlier) the arrival of the Equipment on Site.
  - 2.6 You shall ensure that the terms of Your order confirmation and any applicable specification are complete and accurate.
  - 2.7 Any quotation is given on the basis that no Contract shall come into existence until We dispatch an order acknowledgement to You. Any quotation is valid for a period of 7 Working Days only from its date, provided that We have not previously withdrawn it.
3. **Description**
  - 3.1 The quantity, specification and description of the Equipment shall be as set out in Our order acknowledgement.
  - 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Us and any descriptions or illustrations contained in catalogues, brochures or on Our Website are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them.
4. **Delivery to Site, Erection and Dismantling**
  - 4.1 We will commence the erection of the Equipment on the date for the commencement of build stated in the order acknowledgement or such other agreed date and You shall ensure that the Site is clear for the Equipment to be erected and that We shall have access to the Site at all times for such purpose.
  - 4.2 Prior to commencement of build set out in the order acknowledgement You must advise Us of any surface damage, flooding, trees and obstructions that may be caused as a result of the delivery, erection, use and dismantling of the Equipment. We do not accept any liability limited to drains) which might be relevant to, or suffer damage as a result of, the delivery, erection, use and dismantling of the Equipment at the Site. If you fail to advise Us in accordance with this condition 4.2 We shall have no liability for any damage, loss, expense or cost which results (directly or indirectly) from or is connected (whether directly or indirectly) with such failure and You shall reimburse to Us any costs incurred by Us as a result of or in connection with such failure.
  - 4.3 You shall arrange to allow access to the Site prior to the date for commencement of build set out in the order acknowledgement for the purposes of allowing Us to complete a Site survey. We will, where necessary, discuss and agree with you any action that You need to take prior to the commencement of build set out in the order acknowledgement. In the event that You fail to take the agreed action or fail to take the agreed action correctly in respect of the Site prior to the date for commencement of build set out in the order acknowledgement We may, at Our option, endeavour to set up the Equipment but You shall reimburse to Us any additional costs incurred directly or indirectly by Us as a result of such failure, alternatively We may cancel Your order or postpone the Period of Hire and full payment in these circumstances will be due and payable by You.
  - 4.4 Prior to the Period of Hire You shall notify Us of the precise position on the Site for the erection of the Equipment or Your authorised or notified representative shall be in attendance to indicate the position on the Site in which the Equipment is to be erected on the date of the commencement of build set out in the order acknowledgement. We will, where necessary, discuss and agree with you any action that You need to take prior to the commencement of build set out in the order acknowledgement. We will be entitled at Our option, without being liable to You, to either erect the Equipment in such position as We think fit or as We are directed by any person having apparent authority in respect of the Site (other than You or Your representative).
  - 4.5 We shall commence dismantling and removal of the Equipment from the Site on the dismantling date specified in the order acknowledgement or within a reasonable time after the termination of the Event Period and You shall ensure that We shall have access to the Site at all times for such purpose.
  - 4.6 During the Period of Hire You are responsible for ensuring that the Site is adequately protected against any damage or security breaches that may be caused as a result of the delivery, erection, use and dismantling of the Equipment. We do not accept any liability for any damage to or security breaches at the Site unless such damage or security breach is caused directly by Our negligence. You acknowledge that as a result of delivery, erection (including the use of pins which may be driven up to 1.2 metre into the ground at the Site), use and dismantling of the Equipment on Site the surface of the Site, including but not limited to grass and tarmac, will suffer reasonable surface damage and that You are responsible for making good any such surface damage and We are not liable for such reasonable surface damage.
  - 4.7 During the Period of Hire and unless otherwise agreed in writing you shall ensure that the Equipment is kept safely and securely on Site.
  - 4.8 We will erect the Equipment in all material respects in accordance with the manufacturer's guidelines and instructions and the order acknowledgement. On the date of completion of the build of the Equipment on Site You or Your representative must be available to inspect the Equipment and You must tell Us if You believe that the Equipment has not been erected in accordance with the manufacturer's guidelines and instructions or the order acknowledgement. If this belief is in Our view correct We will use Our reasonable endeavours to ensure any failure is corrected.
  - 4.9 If You fail to comply with Your obligations under condition 4.8 and subsequently require changes to the Equipment or its erection We will endeavour to meet such requirements but We reserve the right to charge You for this and You agree to pay such charges in full immediately.
  - 4.10 You may make a request to Us for additional equipment not covered by the order acknowledgement and We shall endeavour to meet such a request. Any such additional equipment shall incur additional charges which You agree to pay in full immediately or as otherwise agreed by Us.
  - 4.11 Subject to the other provisions of these conditions We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery, erection or dismantling and removal of the Equipment which is caused (whether directly or indirectly) by snow or ice (including but not limited to delay in the commencement of build due (in whole or in part) to a failure by You or Your nominees to ensure that the Site is clear at commencement of build or delay in the dismantling of the Equipment due (in whole or in part) to a failure by You or Your nominees to ensure that Your other contractors or representatives have removed additional items of equipment and kit installed by them in or around the Equipment).
  - 4.12 You shall ensure that You have obtained in full all consents, licences and permissions necessary for the erection, use, storage and dismantling of the Equipment on Site.
  - 4.13 You shall ensure that You inform Us in full of all rules and regulations, including but not limited to health and safety policies, applicable to the Site during the Period of Hire. If You fail to comply with this obligation We shall have no liability for any breach of such rules and regulations.
  - 4.14 Dates for the Period of Hire set out in the order acknowledgement may not be changed by You unless We expressly permit this in writing.
  - 4.15 You shall ensure that We have access to the Site at all times for the purposes of erecting, dismantling, inspecting or retrieving the Equipment.
5. **Non-availability of Equipment**
  - 5.1 If for any reason any item of Equipment is not available for the Period of Hire We reserve the right to make a reasonable substitution of an alternative size marquee or other equipment to meet as near as possible the specification referred to in the order acknowledgement. You shall not have any claim against Us in the event of reasonable substitution by Us.
  - 5.2 In the event We are unable to reasonably substitute the Equipment We shall notify You of cancellation of the Contract in which event any deposit or other monies paid by You to Us will be refunded but otherwise You shall have no claim against Us.
6. **Care of Equipment**
  - 6.1 You are responsible for the care, safety and security of the Equipment and shall ensure that You keep the Equipment in good condition and ensure that the Equipment is secured and used safely during the Period of Hire. You must not set up the Equipment unless We expressly permit this in writing.
  - 6.2 You shall ensure that adequate insurance cover is in place at all times in respect of the Equipment during the Period of Hire. Further, You will, upon Our request, provide written evidence of the insurance cover You have arranged.
  - 6.3 You shall immediately inform Us of any failure, loss, damage (including soiling and other aesthetic damage), deterioration or theft of the Equipment and You shall reimburse to Us any costs, expenses and disbursements (which for the avoidance of doubt may include the purchase of new or replacement equipment) incurred or suffered by Us in respect of any such theft, failure, loss, damage and/or deterioration in the Equipment, where it is caused (whether directly or indirectly) as the result of or in connection with any act or omission on Your part or any failure on Your part to fulfil the conditions of the Contract.
  - 6.4 You shall notify Us as soon as reasonably practicable after the date of delivery of the Equipment on Site of any defect, damage or deterioration in the Equipment and We will take reasonable steps to remedy the same where such defect, damage or deterioration is not due to Your act or omission. It is acknowledged that any delay by You in providing such notice will affect and delay Our ability to remedy the defect, damage or deterioration. If You fail to give notice of any defect, damage or deterioration to the Equipment prior to the removal of the Equipment from Site We shall have no liability for any such defect, damage or deterioration.
  - 6.5 You shall ensure that all Equipment is adequately heated when necessary so as to protect the same from frost, ice, snow or condensation damage and that the shall not allow the collection of building up of snow or ice on the Equipment. If You fail to do this, to the requirement You shall indemnify Us in full for any costs, expense, loss or damage We suffer as a result (whether directly or indirectly).
  - 6.6 Due to the risk of damage to or loss of the Equipment in windy conditions You will take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes of accessing and exiting the Equipment.
  - 6.7 You shall take all steps necessary to ensure that the Equipment is not at any time altered or interfered with and in particular shall have sufficient security in place during the Event Period to guard against unauthorised entrances being made in any marquee(s).
  - 6.8 You shall ensure that no walls, bars, straps, anchors, wires or integral sections are moved, removed, altered or modified during the Period of Hire and that the Equipment at the Site until the date all such Equipment has been removed from the Site. If you fail to comply with this condition 6.8 We shall have no liability in respect of any resulting loss or damage.
  - 6.9 You shall not attach anything to, or suspend anything from, the structure of any Equipment without first having obtained written details from Us of loading tolerances of the Equipment. You will then be responsible for ensuring that such loading tolerances are not exceeded. You indemnify Us against any loss, cost or expense suffered as a result of Your failure to comply with this condition 6.9.
  - 6.10 We shall only be responsible for the removal and clearing up of rubbish and litter at the Site which We have created and You are responsible for the removal and clearing up of all other rubbish and litter.
  - 6.11 We give no guarantee that the erected Equipment (final structure) will be totally watertight.
7. **Ownership**
  - 7.1 All Equipment hired remains at all times the sole property of Us, and You shall not in any way hire, sell or otherwise part with possession of the Equipment. You hereby irrevocably authorise Us to enter onto the Site as Your agent for such purposes.
  - 7.2 Risk of the Equipment during the Period of Hire shall transfer to You.
8. **Price**
  - 8.1 The price for the hire of the Equipment shall be as set out in the order acknowledgement.
  - 8.2 The price for the hire of the Equipment shall be exclusive of any value added tax and does not, unless otherwise agreed in writing, include attendance by any of Our employees or representatives for any other purpose except for the initial erection and dismantling of the Equipment.
  - 8.3 The price includes attendance by Our employees and representatives for the purpose of building and dismantling Equipment before and after the Event Period but it excludes attendance during the Event Period. If you require attendance of one or more of Our employees and representatives on Site during the Event Period this will attract an additional charge and You must request this prior to the Period of Hire otherwise We may not be able to comply with Your request. Such additional charges shall be due and payable by You in accordance with Clause 9.5.
  - 8.4 Unless otherwise agreed, any price estimated for the hire of tables, chairs, dance floors, staging, furniture, catering equipment or any other items (other than marquees) cover delivered to the Site only and do not include erecting, dismantling or placing/positioning and We have no obligation to You in this regard.
9. **Payment**
  - 9.1 You shall pay to Us a deposit, the amount of which will be stated in the order acknowledgement together with the due date for payment of the deposit and must be paid before or on such due date.
  - 9.2 The balance of the price shall be due and payable by You to Us on or before the date of commencement of build set out in the order acknowledgement except in the event of tight timescales/delays where We may request full and final cleared payment upfront and payment of the balance shall be due and payable by You accordingly.
  - 9.3 Notwithstanding any other provision of this Contract, time for payment shall be of the essence of the Contract.
  - 9.4 No payment shall be deemed to have been received until We have received cleared funds.
  - 9.5 Unless otherwise stated in this Contract or order acknowledgement all sums payable by You shall be due and payable by You within 14 Working Days of the date of invoice.
  - 9.6 You shall make all payments due under the Contract without any deduction, set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
  - 9.7 If you fail to pay any sum due pursuant to the Contract or any other contract or arrangement We have with You, We may cease the build or dismantling of the Equipment until payment is received in accordance with condition 9.4 and We may also remove the Equipment from Site.
  - 9.8 If you fail to pay to any sum due pursuant to the Contract, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
10. **Cancellation**
  - 10.1 You may cancel this Contract at any time up to the day before the commencement of the Period of Hire but in the event You do cancel Your deposit shall be deemed to have been received and a cancellation fee shall be payable in accordance with conditions 10.2 and 10.3.
  - 10.2 You will also be liable to pay the following percentage of the price stated in the order acknowledgement (in addition to the deposit) depending upon the length of notice You have provided prior to the date of commencement of Period of Hire:

Length of Notice prior to Period of Hire	Percentage of Price Payable
30 – 60 Working Days (inclusive)	25%
15 – 29 Working Days (inclusive)	50%
14 Working Days or less	deposit plus remainder of the price payable.
  - 10.3 The cancellation fee in condition 10.2 shall be paid in accordance with condition 9.5.
11. **Termination**
  - 11.1 We may terminate this Contract immediately at any time on the occurrence of any of the following events:
    - 11.1.1 if You fail to make payment for the Equipment or any sums agreed to be paid by You to Us under this Contract punctually on the date when due;
    - 11.1.2 if You are in breach of any of the conditions;
    - 11.1.3 if You do or allow to be done any act or thing which may prejudice or endanger Our property or rights in the Equipment or which may damage the Equipment;
    - 11.1.4 if You enter into bankruptcy, individual voluntary arrangement, liquidation or are wound up or has a petition for winding up presented against it or a resolution is passed for voluntary winding up (otherwise than for a bona fide reconstruction);
    - 11.1.5 if a petition for the appointment of an administrator is presented against You or if You have a receiver or administrative receiver appointed;
    - 11.1.6 if You convene any meeting of Your creditors or make a deed of assignment or arrangement or otherwise compound with Your creditors;
    - 11.1.7 if any step is taken to levy a distress or execution or if a distress or execution is levied upon any assets of or in Your possession.
  - 11.2 If any matter which would be a ground for termination of this Contract immediately at any time if We have hired the Equipment from a third party in order to meet Your order and are no longer entitled to possession of that Equipment because the Contract with the third party or the hiring thereunder has been terminated and in such circumstances any sums You have paid to Us will be refunded to You and You shall have no further claim against Us in this regard.
  - 11.3 Upon the occurrence of any of the events in conditions 11.1 and 11.2, Our consent to Your possession of the Equipment shall terminate immediately and We may enter any land or premises (including but not limited to the Site) in order to take possession of the Equipment without notice to You.
  - 11.4 If You terminate this Contract immediately at any time the hire of the Equipment being terminated or cancelled, You shall pay to Us all payments due under the Contract and any interest payable up to the date of termination unless otherwise stipulated in this Contract.
  - 11.5 Any provision which expressly or by implication is intended to continue in full force and effect shall continue in full force and effect after termination or expiry of the Contract.
12. **Limitation of Liability**
  - 12.1 The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:
    - 12.1.1 any personal injury caused by Our negligence; or
    - 12.1.2 any personal injury caused by the negligence of God, governmental actions, war or national or regional emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, adverse weather, poor weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, the Site being unsuitable or access to the Site being unavailable or restricted provided that, if the event in question continues for a continuous period in excess of 30 Working Days, You shall be entitled to give notice in writing to Us to terminate the Contract.
    - 12.1.3 for fraud or fraudulent misrepresentation.
    - 12.1.4 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
    - 12.1.2 We shall not be liable to You for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
  - 12.2 Nothing in these conditions excludes or limits Our liability:
    - 12.2.1 for death or personal injury caused by Our negligence; or
    - 12.2.2 for fraud or fraudulent misrepresentation.
  - 12.3 Subject to condition 12.1.3 and condition 12.2:
    - 12.3.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
    - 12.3.2 We shall not be liable to You for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
13. **Assignment**
  - 13.1 We may assign the Contract or any part of it to any person, firm or company.
  - 13.2 We may sub-contract any of Our obligations under this Contract at any time.
  - 13.3 You shall not be entitled to assign the Contract or any part of it without the prior written consent of Us.
14. **Force majeure**
  - 14.1 We reserve the right to defer/delay the date of the Period of Hire or the dismantling of the Equipment (without liability to You) or to cancel the Contract (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our control, including but not limited to, acts of God, governmental actions, war or national or regional emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, adverse weather, poor weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, the Site being unsuitable or access to the Site being unavailable or restricted provided that, if the event in question continues for a continuous period in excess of 30 Working Days, You shall be entitled to give notice in writing to Us to terminate the Contract.
15. **Consumers**
  - 15.1 If you are hiring Equipment from Us only for private or domestic purposes as an individual, the law gives You, as a consumer, certain rights and protections. This condition sets out different conditions which will apply to You if you are hiring the Equipment as a consumer. **Please make sure you read all the conditions, particularly those covering Your responsibilities if the Equipment is damaged during the Hire Period.**
  - 15.2 You must read the conditions set out in this condition with the rest of this Contract. The rest of the Contract still applies to You, but You have the benefit of the more favourable conditions set out below:**Safety and maintenance/Care of Equipment**
  - 15.3 You acknowledge that You are unlikely to have any specialist knowledge on using the Equipment safely and correctly, and maintaining it. However, We expect You and You agree during the Period of Hire:
    - (i) to follow any instructions We provide relating to use and maintenance of the Equipment; and
    - (ii) to use and maintain the Equipment in a sensible, prudent and careful manner; and
    - (iii) to use, store and maintain the Equipment in a safe and secure manner; and
    - (iv) not to attach or suspend anything from the structure of the Equipment unless We have permitted You to do so in writing; and
    - (v) not to move, remove, alter or modify the Equipment or any of the structure of the Equipment unless We have permitted You to do so in writing.
  - 15.4 You will take reasonable steps to ensure that the Equipment is not damaged or lost due to bad weather conditions; and
  - 15.5 If you are not sure about how to use or maintain the Equipment, contact Us for advice;
- 15.6 **Loss, damage and insurance**
  - 15.6.1 If the Equipment or any part of it is stolen, lost or damaged whilst in Your possession, You will be responsible for reimbursing Us for any reasonable costs or expenses We incur as a result of such theft, loss or damage;
  - 15.6.2 You must make sure You have suitable insurance cover against Your liability and against the use of the Equipment during the Event Period. We will be pleased to assist you. We may be able to assist with arranging or commencing an insurance cover.
  - 15.6.3 You are responsible for the removal and clearing up of litter and rubbish from the Site unless this has been caused or left by Us for which We shall be responsible. You are also reminded that We do not guarantee that the final structure of the Equipment on Site will be completely watertight;
  - 15.6.4 conditions 15.2.1 to 15.2.5 apply to You instead of those set out in condition 6;
- 15.7 **Non-Availability of Equipment**
  - 15.7.1 this applies instead of condition 5. If the Equipment You have requested is not available for the Period of Hire We will try to find suitable alternative Equipment. If You do not approve this alternative Equipment or if We cannot find You a suitable alternative You may cancel this Contract and We will refund Your deposit and any other sums You have paid in relation to that order to Us;
- 15.8 **Liability**
  - 15.8.1 the limits on liability in condition 12 will not apply to You;
- 15.9 **Payment and Price**
  - 15.9.1 payment and price shall operate as set out in conditions 8, 9 and 10 except that condition 9.8 shall not apply to You;
- 15.10 **Consumer Credit Act 1974**
  - 15.10.1 this Contract is not regulated by the Consumer Credit Act 1974. For this reason, You are not allowed to hire the Equipment from Us more than three months, and must return the equipment to Us within three months.
16. **General**
  - 16.1 Each of Our rights or remedies under the Contract is without prejudice to any other right or remedy of Ours whether under the Contract or not.
  - 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall remain enforceable and in full force and effect.
  - 16.3 Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Your rights under the Contract.
  - 16.4 Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
  - 16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
  - 16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
17. **Communications**
  - 17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or electronic mail:
    - 17.1.1 (in the case of communications to Us) to Our registered office or such changed address as shall be notified to You by Us or in the case of fax or electronic mail to the fax number or electronic mail address notified to You by Us from time to time; or
    - 17.1.2 (in the case of communications to You) to the registered office of the addressee (if it is a company) or (in any other case) to any of Your addresses set out in any document which forms part of the Contract or such other address as shall be notified to Us by You or in the case of fax or electronic mail to the fax number or electronic mail address notified to Us by You from time to time.
  - 17.2 Communications shall be deemed to have been received:
    - 17.2.1 if sent by pre-paid first class post, two Working Days after posting (exclusive of the day of posting); or
    - 17.2.2 if delivered by hand, on the day of delivery if it is a Working Day or otherwise on the next Working Day; or
    - 17.2.3 if sent by fax or electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next Working Day.
  - 17.3 Communications addressed to Us shall be marked for the attention of Our primary contact dealing with Your order.