



Terms & Conditions of Hire

Your attention is drawn in particular to clause 2.4, clause 3.8.2 and clauses 10.1 to 10.8.

Background

- (A) In exchange for You paying Us the Hire Fee, We will provide the Facilities Hire to You on the Hire Date(s) set out in the Cover Letter.

Agreed terms

1 Interpretation

- 1.1 The following definitions apply:

Agreement: The agreement (comprising the Cover Letter and these Terms of Hire) under which You hire the Facilities.

Cover Letter: the cover letter to which these Terms of Hire are attached setting out the particulars of the hire (such as price and the name of the Hirer). The Agreement includes any schedules listed in the Cover Letter.

Event Outside Our Control: as defined in clause 2.6 below.

Facilities: the facilities to be hired as set out in the Cover Letter including any of Our equipment used, or to be used, in connection with the Facilities.

Facilities Hire: the provision of the Facilities by Us and Your use of them as set out in the Cover Letter.

Hire Date(s): the date(s) and time(s) set out in the Cover Letter.

Hire Fee: the charges payable by You for the Facilities Hire, as set out in the Cover Letter.

Hire Rules: the additional rules which apply to the Facilities Hire. Hire Rules will be listed in the Cover Letter as a schedule where they are applicable.

Hirer Staff: each and every member of staff employed or engaged by You, or on Your behalf who will, or is due to, attend the School Premises.

Laws: all applicable laws, regulations, guidelines, codes of practice and includes, without limitation the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, HSE guidance entitled "Managing Health and Safety in Swimming Pools" (2018) and all other applicable regulatory requirements.

Licence: the licence described in clause 6.1 below.

School IPR: the School's name, crest and logo, any other intellectual property rights owned by the School or licensed by a third party to the School, and any intellectual property rights in any materials, documents or items which We prepare or produce for You in connection with the Facilities Hire.

School: The Beacon School, with registered office at 15 Amersham Road, Chesham Bois, Amersham, Bucks HP6 5PF.

School Premises: the land and buildings at the School that are owned, used or controlled by the School, including all premises and land where Facilities are to be provided.

Service Provider: has the meaning given in clause 3.2 below.

Terms of Hire: These terms of hire.

Visitor: anyone You bring, invite or allow onto the School Premises such as friends, family, guests, delegates or customers of Yours, Hirer Staff and anyone who provides services for You such as caterers.

You: the person or persons named as the Hirer in the Cover Letter.

2 **Our obligations**

- 2.1 We will carry out Our obligations under the Agreement with reasonable skill and care.
- 2.2 The Facilities will conform in all material respects with the description set out in the Cover Letter and be fit for any purpose for which the Facilities You have hired are normally and properly used.
- 2.3 In the unlikely event that the Facilities do not conform with the Agreement, please let Us know as soon as possible. We will (at Our option) provide You with a full or partial refund (depending on what is reasonable) or amend the Facilities so that they comply with the Agreement.
- 2.4 **Unless the Cover Letter provides otherwise, You must have insurance in place with cover of at least £5 million which indemnifies You against any claim by any person (including any claim made by Us, any Visitor and any third party) in respect of any injury, loss or damage of or to any person or property which occurs on the School Premises, or in the course of any use of the Facilities, and which results from, or arises out of, any act or omission of You or of any Visitor). You must produce the insurance certificate and schedule of cover and the receipt for the premium for the full period of the Facilities Hire.**
- 2.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened.
- 2.6 An Event Outside Our Control means:
 - 2.6.1 any act, event, non-occurrence, omission or accident beyond Our reasonable control; or

2.6.2 any of the following to the extent that it is beyond Our reasonable control:

- (a) acts of God, flood, drought, earthquake, or other disaster;
- (b) epidemic or pandemic or a realistic prospect of either;
- (c) outbreak of Swine Flu, Avian Flu, SARS or any similar occurrence;
- (d) terrorist attack, civil war, civil commotion or riots;
- (e) change in law;
- (f) fire, explosion or damage;
- (g) loss during transport;
- (h) adverse weather conditions (including unusual temperatures);
- (i) interruption or failure of utility service, including, but not limited to, electric power, gas or water;
- (j) any labour dispute, including, but not limited to, strikes, industrial action or lockouts;
- (k) non-performance by suppliers or subcontractors; or
- (l) collapse of building structures, failure to obtain raw materials, failure of machinery, computers or vehicles.

2.7 Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close or to find a solution by which Our obligations under the Agreement can be performed despite the Event Outside Our Control.

2.8 If We tell You that an Event Outside Our Control has happened, then You may cancel the Agreement. Should this happen, You will still be liable for the Hire Fee save that We will make a reasonable deduction to the Hire Fee to reflect the proportion of the Facilities Hire which We could not provide as a result of the Event Outside Our Control.

3 **Your obligations**

3.1 You are responsible for all Visitors. This means that any obligation in the Agreement to do something, or not to do something, is also an obligation on You to ensure that each Visitor does, or does not do, that thing.

3.2 You must seek prior written approval from Us if You intend to use any person (a **Service Provider**) to provide any services as part of Your hire of the Facilities (for example musicians). You must ensure that any such Service Provider (and their staff) have been given a copy of, and shall comply with, the Hire Rules. Any Service Provider (and their staff) shall be Visitors for the purposes of the Agreement (which means that You are responsible for their

- conduct). You must comply with the provisions of this clause 3.2 even if the Service Provider is a friend or family member.
- 3.3 You must pay the Hire Fee on the due date(s) for payment set out in Our invoice(s) unless they conflict with any Payment Due Dates set out in the Cover Letter, in which case any Payment Due Date in the Cover Letter will prevail.
- 3.4 If the invoice or Cover Letter does not specify a due date for payment, or no invoice is raised, then the entire Hire Fee will be due on the date one month in advance of the first Hire Date, or if the Agreement is entered into during the period beginning one month prior to the first Hire Date then payment is due immediately upon the Agreement being entered into.
- 3.5 The Hire Fee includes any VAT that is payable.
- 3.6 Without limiting any other remedies or rights that We may have, if You do not pay the Hire Fee by the due date:
- 3.6.1 We may cancel or suspend the Facilities Hire or any other services until You have paid the outstanding amounts; and
- 3.6.2 You (and Your Visitors) must vacate the School Premises if We ask You to.
- 3.7 All School IPR belongs to Us and/or the School. You must not use School IPR without Our prior written permission . This means, for example, that You cannot use the School name or crest on promotional material without Our prior written permission.
- 3.8 You and Your Visitors must:
- 3.8.1 comply with all the requirements of health and safety and fire legislation and the Hire Rules (if any);
- 3.8.2 follow any relevant guidance or instructions on any equipment signs or notices and comply with Our policies or procedures (as amended from time to time), including Our health and safety, fire and emergency procedures. You must ensure that You are familiar with all such guidance, instructions and procedures before You begin the hire of the Facilities. **Grab Sheets are located at each School facility giving information on procedures in case of fire, contact details, emergency services and facility addresses. Please ensure that You and Visitors have read the Grab Sheet prior to using the Facilities;**
- 3.8.3 observe all rules and instructions relating to the use of the Facilities;
- 3.8.4 ensure that there is sufficient cover to support Visitors with disabilities and / or medical conditions and in the event of an accident/injury including the administration of medicine and first aid provision, including adequate numbers of appropriately qualified first aid personnel and first aid equipment.
- 3.8.5 immediately report to Us any accident or injury which occurs during the Hire Period. Such report must include name, age and address of injured person; type of injury and circumstances in which injury

occurred; whether any injured persons were taken to hospital or not; and such other information reasonably required by Us in order to discharge Our legal obligations including, but not limited to, Our obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (SI 2013/1471);

- 3.8.6 check that equipment is in good working order before use. If You consider that the equipment or facilities are faulty or may otherwise present a risk to health and safety, You must not use the equipment or facilities and should immediately report any faults to a member of Our staff;
- 3.8.7 promptly report to Us all damage, breakages or losses that occur on the School Premises and which You or a Visitor becomes aware of (even if these are not Your fault or the fault of the Visitor);
- 3.8.8 comply with Our staff's reasonable instructions and requests and treat them with respect;
- 3.8.9 at our request provide Us with risk assessments and method statements, including those from third party contractors where applicable, such as outside providers of technical equipment;
- 3.8.10 not use the School Premises or the Facilities for any illegal or immoral purpose;
- 3.8.11 not enter any part of the School Premises except where the Facilities are located;
- 3.8.12 drive carefully when entering / leaving the School Premises, adhering to the five miles per hour speed limit within the School grounds;
- 3.8.13 not smoke on the School Premises, and not consume or bring onto the School Premises any alcoholic beverages (unless otherwise agreed)¹, drugs, solvents, weapons, computer hacking equipment, pornography or anything else which is illegal to possess or to bring onto the School Premises, or which presence on the School Premises could bring the School into disrepute or could reasonably damage the reputation of the School;
- 3.8.14 inform Us in advance if You are expecting any disabled Visitors to make use of the Facilities;
- 3.8.15 take all reasonable precautions to ensure the health and safety of Your Visitors while using the School Premises;
- 3.8.16 not do or permit any act that would make any insurance policy covering the School Premises or the Facilities void or voidable or increase the premium;

¹ If alcohol is to be allowed (for example at a wedding), this should be included in the Special Conditions (together with information regarding the appropriate licences). We would be pleased to advise further on licencing issues and requirements if this would assist.

- 3.8.17 not do anything that may cause a nuisance or annoyance to Us or to any other occupier of adjoining or neighbouring premises;
- 3.8.18 ensure that at the end of the Licence the School Premises and the Facilities are cleared of Your effects and left in good repair and clean condition in accordance with the provisions of the Agreement;
- 3.8.19 allow Us to have access to the School Premises and the Facilities at all times in order to clean them and also to inspect them and to carry out repairs to the structure, roof, exterior and services;
- 3.8.20 not share occupation or possession of the Facilities and not allow any unauthorised persons access to the Facilities;
- 3.8.21 not use blu tak, adhesive tape or nails to attach anything to the walls in the School Premises;
- 3.8.22 not change the heating or lighting controls or other electrical and building services equipment in the Facilities (except where reasonable to do so);
- 3.8.23 not allow anyone other than You, or Visitors, to enter or occupy the School Premises;
- 3.8.24 not in any way impede Us in the exercise of Our rights of possession and control of the School Premises;
- 3.8.25 ensure that all cars and other vehicles belonging to, or used by, You or Your Visitors are parked in accordance with Our directions notified to You from time to time and not on adjacent land or roads;
- 3.8.26 not exceed applicable legal noise levels and ensure that noise levels are appropriate and reasonable for the use of the Facilities;
- 3.8.27 only use on the School Premises equipment approved by Us, and We have the right to ban the use of any equipment, and require You to remove such equipment, from the School Premises;
- 3.8.28 observe all laws, licences and regulations relating to the School Premises and the use of the School Premises;
- 3.8.29 where the booking includes the provision of residential accommodation (as indicated on the Cover Letter):
 - (a) provide a list of all Visitors' names, ages, genders, roles (Hirer Staff or students) and bedroom allocations not less than [24 hours] before their arrival at the School Premises;
 - (b) ensure that there is no breach of the accommodation, age, gender and number limits imposed by Us for each boarding house;
 - (c) inform Us in advance if any Visitor requires special assistance in the event of a fire or other emergency; and

- (d) ensure the behaviour, supervision, welfare and discipline of the Visitors at all times and You warrant that the level of supervision provided is appropriate to the age, capacity and number of Visitors;
- 3.8.30 use equipment and Facilities responsibly at all times, and take appropriate care for Your own safety and that of other users;
- 3.8.31 not use sports Facilities or equipment if there are concerns about fitness or if feeling unwell or are under the influence of alcohol or drugs;
- 3.8.32 use the equipment and Facilities in accordance with any instruction;
- 3.8.33 not use any equipment or Facilities unless satisfied that You (or your Visitors as the case may be) are competent to do so safely and properly. You must check with Our staff if You or Your Visitors are in any doubt;
- 3.8.34 use all equipment and Facilities safely and properly and in accordance with the instructions for use;
- 3.8.35 not tamper with or misuse equipment or use equipment or Facilities which have been withdrawn from use pending repair or for any other reason; and
- 3.8.36 not use the Facilities if such use could cause injury or harm to any person, without first putting the appropriate measures in place. For example, if a Visitor has a pre-existing health condition which could mean that they will hurt themselves or others, You must not allow that Visitor to use the Facilities, without first putting the appropriate measures in place; and
- 3.8.37 not make any alterations or additions to the Facilities.
- 3.9 We do not guarantee that any particular item of equipment or Facilities will be available. We may, either temporarily or permanently, withdraw or make changes to the equipment and Facilities.
- 3.10 When taking part in sporting activities, You and Your Visitors must wear suitable sports clothing and the correct footwear according to the sporting activity. Outdoor shoes are not permitted in the sports hall.
- 3.11 You are responsible for and shall pay Our costs and expenses in connection with making good any loss, theft, damage or destruction to any part of the School Premises (including any decorations, fixtures or fittings), any Facilities, equipment or anything else on the School Premises, caused by You or a Visitor. As an exception, You will not be liable for any loss, damage or destruction caused by fair wear and tear.
- 4 Compliance Obligations in relation to Pool Hire**
- 4.1 The following provisions will apply where the Facilities involve the use of a swimming pool:

- 4.1.1 You must provide fully qualified and trained lifeguards that meet all applicable legal and regulatory requirements. You must ensure that there are a sufficient number of lifeguards available for the number of swimmers in the pool at any time and that sufficient systems of supervision are in place;
 - 4.1.2 You shall ensure that all Visitors comply with Our guidance, instructions, policies and procedures in relation to swimming pool use (as set out in clause 3.8.2). You must confirm that You have read and understood the Pool Statement of Operating Procedure (PSOP) including the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP), a copy of which will be provided to You;
 - 4.1.3 We reserve the right to ensure that the arrangements for safety are being implemented by the occasional checking of such activities to ensure that agreed supervision is being provided and that any agreed rules of behaviour are being observed. Please therefore ensure that You have in place sufficient systems of supervision for both Your employees and Visitors;
 - 4.1.4 it is Your responsibility to ensure that all Visitors are fit to use the swimming pool;
 - 4.1.5 no photography by any device is permitted unless the use of the swimming pool is a private hire, in this case it is Your responsibility to obtain photo consent; and
 - 4.1.6 You must ensure that appropriate systems to monitor activities involving children are in place.
- 4.2 In relation to the hire of pool facilities You acknowledge that We are subject to regulation by the Health and Safety Executive ("HSE") and You agree that You will give Us all the assistance that We reasonably require to comply with the requirements of the HSE and any other applicable regulatory body. You therefore agree to comply with the provisions of this Agreement to enable Us to comply with the relevant Laws.
- 4.3 You shall not do, attempt or omit to do or permit to be done anything which would require or result in or otherwise cause Us to be in breach of the relevant Laws. For the avoidance of doubt, should We consider, in our reasonable opinion, that any act or omission by You (whether as part of the terms of hire or otherwise) will or may place Us in breach of any of the relevant Laws, We shall be entitled to take such action as it deems necessary to ensure that We continue to comply with all relevant Laws.
- 4.4 You agree to indemnify Us and keep Us indemnified against any liability, loss, costs or expenses suffered by Us as a result of or arising from any breach of the relevant Laws by You or any of your respective employees, contractors or agents except to the extent that any losses arise as a result of any breach of the relevant Laws or the requirements of any other regulatory body by us.

5 **Child Protection**

- 5.1 Where Your use of the Facilities involves a regulated activity with children and/or adults (as defined in the Safeguarding Vulnerable Groups Act 2006) or otherwise amounts to work with children and/or adults (as defined in the Police Act 1997 (Criminal Records) Regulations 2002) You must ensure the safeguarding and welfare of those children and/or adults attending your sessions on the School site. At minimum you should undertake checks with the Disclosure and Barring Service on all individuals who work with those children/or adults to ensure suitability and to be able to provide satisfactory confirmation of best practice.
- 5.2 You agree that You and Your Visitors will submit to such checks, and supply Us with such information, that We, in our absolute discretion, consider appropriate to Your hire from time to time. For the avoidance of doubt, nothing in this clause shall reduce any obligation You may have concerning the safeguarding and welfare of children and adults whether under clause 5.1 or otherwise.
- 5.3 If You breach clauses 5.1 or 5.2, or if, in respect of clauses 5.1 or 5.2, the results of such checks and / or supply of information give us cause for concern regarding the protection of children and / or adults, We may terminate the Hire by written notice to you.

6 **Licence to use the Facilities**

- 6.1 We grant You a Licence to use the Facilities on the Hire Dates in common with the occupation and use of the Facilities by Us and all others authorised by Us. The Licence is granted subject to the terms of the Agreement and the rights reserved for the benefit of Us as set out in the Agreement and as follows:
- 6.1.1 We reserve the right to inspect, carry out repairs and maintenance (including but not limited to window cleaning and pest control), replace and modernise any part of the School Premises and Facilities and its services and take such other steps as may be necessary to erect and maintain scaffolding or other temporary structures or equipment around or within all or part of the School Premises and Facilities with consequent loss of light and inconvenience to anyone; and
- 6.1.2 We reserve the right at any time after the end of the Hire Dates, at Your cost, to remove from the School Premises, and to store, all structures, goods, equipment, rubbish, waste and other materials brought onto the School Premises by You or Your Visitors, and after the period of 48 hours following the end of the Hire Dates, to treat any such structure, goods, equipment, rubbish, waste or other materials, regardless of their nature, state or condition, as refuse and dispose of the same.
- 6.2 Subject to the other provisions of this clause 5.1, the Licence is granted together with the right of access during the Hire Dates to the Facilities over and along those paths and roads forming part of the School Premises specified by the School for the benefit of the You and Visitors.
- 6.3 You acknowledge that the Agreement is not intended to confer exclusive possession on You nor to create the relationship of landlord and tenant

between You and Us and that You are permitted to use the Facilities as licensee only.

7 Termination

7.1 Subject to clause 7.2, if either You or We commit a material breach of the Agreement, then the other may terminate the Agreement provided that (if the breach is capable of remedy) it has given the party in breach a reasonable opportunity to rectify the breach.

7.2 Each of the following shall be a material breach in respect of which We shall not be obliged to give You an opportunity to rectify:

7.2.1 any failure by You to pay the Hire Fee by the due date for payment;

7.2.2 if You have become insolvent or bankrupt or, in Our reasonable opinion, there is a material risk that You are unlikely to be able to pay any sum owed to Us under the Agreement by the due date;

7.2.3 any breach of the Agreement by You which could endanger Your health or safety or the health any safety of someone else;

7.2.4 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors represents a risk to the health and safety or welfare of any person;

7.2.5 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors represents a risk to Our reputation or the reputation of the School;

7.2.6 where, in Our reasonable opinion, Your conduct or the conduct of Your Visitors has resulted or is expected to result in significant damage to the Facilities or the School Premises;

7.2.7 if anything happens, or there are any circumstances, in relation to the contract or the Hirer which in Our reasonable opinion raise child protection concerns.

7.3 If the Agreement is for a term of more than one year, We may terminate the Agreement at any time by giving You at least six months' prior written notice. We will refund any Hire Fees paid by You in respect of any future hires which have not yet taken place and which have been terminated under this clause 7.3 save that we reserve the right to apply such sums to pay any amount You owe to Us (such as our charges for any damage to the Facilities you are responsible for).

8 Consequences of Termination

8.1 Termination of the Agreement for any reason shall not affect the accrued rights and remedies of Us existing at termination.

8.2 On termination of this Agreement for any reason:

8.2.1 the Licence shall automatically terminate;

- 8.2.2 You shall immediately pay any outstanding unpaid Hire Fees due to us; and
- 8.2.3 You shall cease any use of School IPR and shall destroy any document containing any School IPR and any document or record embodying confidential information of the School.
- 8.3 The following clauses shall survive expiry or termination of the Agreement and shall continue in full force and effect: 8, 9, 10, **Error! Reference source not found.** and 11 and any other clause which expressly or by implication has effect after expiry or termination of the Agreement shall continue in full force and effect.

9 **Cancellation**

If You unilaterally cancel the Facilities Hire before the first Hire Date, and subject to the provisions of clauses 9.1 and 9.2, the Hire Fee remains payable but will be reduced as follows:

Notice period given	Reduced Hire Fee
More than two months	25% of the Hire Fee payable
Between one and two months	50% of the Hire Fee payable
Less than one month	75% of the Hire Fee payable
Less than one week	100% of the Hire Fee payable

- 9.1 If the Agreement is terminated because of Your breach, You shall be liable for (in addition to any other sums You may be liable to pay):
 - 9.1.1 the Hire Fee to the same extent that You would have been liable but for the termination; and
 - 9.1.2 any costs properly and reasonably incurred by Us in connection with the Facilities Hire which We would not have incurred if We had not entered into the Agreement. For example, if You asked us to book catering, You may be liable for Our unrecoverable costs in connection with the booking.
- 9.2 Termination will not affect either party's outstanding rights or duties, including Our right to recover from You any money You owe Us under the Agreement.

10 **Limitation of liability**

- 10.1 Subject to clause 10.8 below, We do not have any liability for any items (such as clothes, money or sport equipment) brought onto the School Premises unless Our staff agree in writing to look after them or they are stored in a secure location provided by Us in accordance with Our instructions.
- 10.2 We have no liability for damage to cars or for property left in cars parked in the car park.

- 10.3 The total value of any items (excluding vehicles) brought onto the School Premises by You must not exceed £10,000 (including any items brought onto the School Premises by Visitors).
- 10.4 Subject to clause 10.8 below, We have no liability for any goods, possessions or equipment brought onto the School Premises in connection with the provision of goods or services (such as equipment brought onto the School Premises by caterers or any band You have hired) and, unless the Cover Letter specifies otherwise, You must ensure that You have full insurance to cover any loss, damage to, or destruction of such equipment.
- 10.5 Subject to clause 10.8 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your or a Visitor's negligence, or failure to comply with the Agreement. This means, for example, that We will not be liable if You injured Yourself because You failed to comply with instructions given by Our staff on how to use the Facilities.
- 10.6 Subject to clause 10.8 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by a third party (such as a member of the public). This does not apply if the third party caused the loss because of Our negligence.
- 10.7 Subject to clause 10.8 below, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that the loss was caused by Your failure to provide Us with information or instructions as and when reasonably requested by Us or where We ought reasonably to have been provided with the information or instructions.
- 10.8 Regardless of anything else in the Agreement, We do not exclude or limit in any way, Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation or for any other matter in respect of which it would be illegal or unlawful for Us to exclude, or attempt to exclude, Our liability.

11 **Data protection**

- 11.1 The School will comply with its obligations under the prevailing data protection legislation when processing your personal data. For further detail in this regard you should refer to the School's Data Protection Policy which can be found on the School's website.
- 11.2 We reserve the right to take photographs and videos of events taking place on the School Premises for use in connection with publicity. We will seek the consent of individuals before taking any photographs or videos for these purposes but if there is any reason why We should not take such photographs or videos, or if You have any concerns or objections to this, you must let Us know.

12 **General**

- 12.1 The only parties to the Agreement are You and Us. A person who is not party to the Agreement shall not have any rights under or in connection with it.

- 12.2 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.3 The Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute arising hereunder, save that We may enforce Our rights in School IPR in any relevant jurisdiction.
- 12.4 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.5 These terms apply to the Agreement to the exclusion of any other terms that You may seek to impose or incorporate (including any terms or conditions which the You purport to apply under any purchase order, confirmation of order, specification or other document), or which are implied by trade, custom, practice or course of dealing.