

POS Schedules of Service

Schedule 1: POS Terminal Service Description

Terminals are leased by Lessor to Lessee for the sole purpose of accepting card payment and refund transactions through the ClearAccept Payment Facilitation Solution (which must be separately contracted by Lessee for the duration of this Hire Agreement). The Lessee must not use the POS Terminals for any other purpose.

The models and quantities of POS Terminals provided to Lessee are specified on the order form located on the front page of the relevant Hire Agreement.

In addition to the supply of POS Terminals, the Lessee is provided with support services during the term of this Hire Agreement. The POS Terminal functionality and the support services are outlined in the table below.

Further aspects of the services including support processes are set out in the Schedule 2: POS Terminal Hire Terms.

POS Terminal and POS Terminal Services	
Payment Terminal	Payment Card Industry (PCI) and EMV certified terminal
Payment terminal software	Fully approved and maintained Card Scheme compliant software.
Terminal transaction processing	Processing of the supported card types identified in the Merchant's Payment Facilitation Solution contract with ClearAccept Limited, and standard payment methods for authorisation.
Delivery to Merchant	Delivery of fully configured payment terminal to merchant premises for self-installation.
1st and 2nd Line Support Helpdesk	Helpdesk to support merchants to address any payment terminal related issues.
Replacement and Repair	Delivery of POS Terminal replacements and a repair service

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Schedule 2: POS Terminal Hire Terms

1. Definitions and interpretation

- 1.1 **“Accessories”**: items supplied by Lessor for use with the Terminals including, without limitation, rechargeable batteries, power supplies, cables, covers, holsters, in each case whether supplied with the Terminals or separately, but excluding SIMs;
- 1.2 **Business Day**: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.3 **ClearAccept**: means ClearAccept Limited.
- 1.4 **Delivery**: the transfer of physical possession of the Equipment to the Lessee at the Site(s).
- 1.5 **Embedded Software**: the computer software in machine readable object code form incorporated into any Terminal, which shall be the current version of software which, as at the Effective Date, is certified by the agreed acquirer(s), and updates and new versions which are made available from time to time.
- 1.6 **Equipment**: the Terminal equipment (including any Embedded Software incorporated therein) specified in the Order Form and any subsequent agreed orders, and all substitutions, replacements or renewals of such equipment and all related Accessories, SIMs, manuals and instructions provided for it
- 1.7 **Helpdesk**: means the Lessor’s helpdesk providing technical support and customer service during the Helpdesk Operating Hours
- 1.8 **Helpdesk Operating Hours** means between the hours of 08:00 and 18:00 on Business Days and 09:00 – 18:00 on Saturdays.
- 1.9 **Ingenico**: means Ingenico (UK) Limited.
- 1.10 **Lessee**: means the Merchant identified in the Order Form
- 1.11 **Lessee Damage**: damage to Equipment due to misuse, abuse, accident, neglect or mishandling by any person other than Lessor or Lessor’s appointed agents, which shall be chargeable to the Lessee as determined by the Lessor.
- 1.12 **Lessor**: means ClearAccept
- 1.13 **Order Form**: the ClearAccept Hire Agreement order form relating to POS Terminal Hire and Support
- 1.14 **Payment Schedule**: the payment schedule set out on the Order Form.
- 1.15 **Rental Payments**: the payments made by or on behalf of Lessee for hire of the Equipment and related support services.
- 1.16 **Rental Period**: the period of hire as set out in clause 3.1.
- 1.17 **Risk Period**: the period during which the Equipment is at the sole risk of the Lessee as set out in clause 6.3.
- 1.18 **SIMs**: the subscriber identification module cards which may be provided by the Lessor to the Lessee pursuant to this Contract.
- 1.19 **Site(s)**: the Lessee's premises as specified in the Shipping Address(es) detailed on the Order Form.
- 1.20 **Terminal**: an item of Equipment provided by Lessor that is used to facilitate payment transactions.
- 1.21 **Territory**: the United Kingdom of Great Britain and Northern Ireland.
- 1.22 **VAT**: value added tax or any equivalent tax chargeable in the UK or elsewhere.
- 1.23 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule (unless the context otherwise requires).
- 1.24 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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2. Equipment hire

- 2.1 During the Rental Period the Lessor hires the Equipment to the Lessee subject to the terms of this schedule and the MSA Terms and Conditions.
- 2.2 The Lessor shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Lessee's quiet possession of the Equipment.

3. Rental period

- 3.1 The Rental Period starts on the Effective Date and shall continue unless terminated in accordance with this Contract.

4. Rental Payments

- 4.1 The Lessee shall pay the Rental Payments to the Lessor in accordance with the Payment Schedule. The Rental Payments shall be paid in pounds sterling (£). The Lessee agrees that the Supplier may collect the Rental Payments and other charges by net settlement collection under any separate payment services agreement applying between the parties from time to time. Lessee further agrees that Supplier may (at Supplier's sole discretion) instead require collection of Rental Payments and other charges by direct debit or BACS transfer, payment in each such case being due within 14 days of invoice or such shorter period as agreed in writing and/or specified in the Order.
- 4.2 The Rental Payments and any other charges payable for services under these POS Terminal Hire Terms (e.g. the service charges under clause 10 of these POS Terminal Hire Terms) are inclusive of VAT and any other applicable taxes and duties or similar charges as at the date of this Agreement and may therefore change in the event of any change to the applicable rate of VAT or any other taxes, duties or similar charges, which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.
- 4.3 The Lessor may vary the Rental Payments and any other charges payable under this Agreement (e.g. the service charges under clause 10 of these POS Terminal Hire Terms) from time to time by giving not less than sixty (60) days' notice to the Lessee.
- 4.4 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.5 If the Lessee fails to make a payment due to the Lessor under this Contract by the due date, then, without limiting the Lessor's remedies, the Lessee shall pay interest on the overdue amount pursuant to clause 4.6 of the MSA Terms and Conditions.

5. Delivery

- 5.1 Delivery of the Equipment shall be made by the Lessor. Risk shall transfer in accordance with clause 6 of this Schedule.
- 5.2 A signature may be required upon Delivery and shall constitute conclusive evidence that Delivery has taken place.
- 5.3 If the Lessee fails to accept delivery of the Equipment then, except where such failure is caused by the Lessor's failure to comply with its obligations under this Contract the Lessor shall store the Equipment until Delivery takes place and charge the Lessee for all reasonable related costs and expenses (including insurance).

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6. Title, risk and insurance

- 6.1 Title to the Equipment at all times remains with Lessor or its suppliers provided that Ingenico owns and shall continue to own all Intellectual Property Rights in the Equipment.
- 6.2 The Lessee shall have no right, title or interest in or to the Equipment save the right to possession and use of the Equipment subject to the provisions of this schedule and the MSA Terms and Conditions.
- 6.3 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Lessee on Delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee (**Risk Period**) until such time as the Equipment is redelivered to the Lessor. During the Rental Period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing.
- 6.4 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Lessee's possession or use of the Equipment.
- 6.5 Notwithstanding the requirement to procure suitable insurance, the Lessee shall remain financially responsible for the Equipment during the Risk Period. The Lessee shall, on demand, reimburse the Lessor to the full value of such Equipment in the event of loss, theft, damage or destruction of the Equipment. For the avoidance of doubt, the Lessee shall remain liable for the Equipment during the Risk Period regardless of whether the loss, theft, damage or destruction is covered by such insurance.

7. Lessee's responsibilities

- 7.1 The Lessee shall during the term of this Contract:
- (i) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions and/or Lessor instructions from time to time;
 - (ii) take such steps (including compliance with all safety and usage instructions provided by the Lessor) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (iii) undertake upgrades and/or updates to the Embedded Software as instructed from time to time;
 - (iv) keep the Equipment in as good an operating condition as it was on the Effective Date (fair wear and tear only excepted);
 - (v) make no alteration to the Equipment and shall not remove any existing component(s), labels, markings, brands or trademarks from the Equipment. Title and property in all substitutions, replacements, renewals made in or to the Equipment (which shall be made only by the Lessor) shall vest in the Lessor or its suppliers;
 - (vi) keep the Lessor fully informed of all material matters relating to the Equipment;
 - (vii) at all times keep the Equipment in the possession or control of the Lessee and keep the Lessor informed of its location;
 - (viii) permit the Lessor, its suppliers, and/or their duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site(s) or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - (ix) not, without the prior written consent of the Lessor, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (x) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Lessor or its suppliers in the Equipment;

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- (xi) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (xii) not use the Equipment for any unlawful purpose;
- (xiii) not repair or alter the Equipment other than by return of the Equipment to the Lessor as contemplated at clauses 8 to 10;
- (xiv) ensure that at all times the Equipment remains identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (xv) deliver up the Equipment to Lessor or its representative at the end of the Rental Period or on earlier termination of this Contract, in compliance with Lessor's instructions, at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- (xvi) use the Equipment only at the Site(s) and only in the Territory; and
- (xvii) not do or permit to be done anything which could invalidate the insurances referred to in clause 6.

7.2 In relation to any SIMs provided by the Lessor to the Lessee:

- (i) The Lessee shall ensure that the SIMs are not removed from the Equipment and are not used for any other purpose other than the proper functioning of the Equipment in the Territory in accordance with this Contract.
- (ii) The Lessor may immediately, without notice, disable or suspend any SIM at any time in the case of any suspected misuse of the SIM. The Lessor shall have no liability in the event that it disables or suspends the SIM in this way.
- (iii) The Lessor shall have no liability for any failure or malfunction or degradation, of, to, and in, the SIM or any telecoms network, however it shall replace a non-functioning SIM upon request from the Lessee.
- (iv) the Lessee shall: (a) take reasonable precautions to prevent the theft or loss of, or damage to that SIM; and (b) notify the Lessee immediately if it becomes aware of any misuse or loss or theft of any SIM.
- (v) Lessor may immediately, without notice, disable or suspend any SIM at any time in the case of any suspected misuse of the SIM. Lessor shall have no liability if it disables or suspends the SIM in this way.
- (vi) The Lessee shall indemnify and hold harmless the Lessor and its suppliers in respect of all losses, damages, costs, and expenses, suffered or incurred as a result of any breach of this clause 7.2.

7.3 Lessee:

- (i) acknowledges that the Embedded Software is the property of Ingenico and that Lessee shall not reverse engineer, decipher, decompile, alter, modify, copy, translate, develop, add to, or analyse the Embedded Software, or sub-licence or assign its right to use the Embedded Software to any third party;
- (ii) shall not use the Embedded Software other than for its own use and as an integrated part of the Equipment in the Territory;
- (iii) acknowledges that Lessor and its Suppliers give no warranty that the Embedded Software will be error free;
- (iv) shall not transfer the licence of the Embedded Software of purport to do so to any third party; and
- (v) acknowledges that Lessor may freely disclose for all purposes including but not limited to support purposes the terms of this agreement, and Merchant's contact details, to Ingenico.

7.4 The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Lessee or its officers, employees, agents and contractors[, and the Lessee shall indemnify the Lessor in full against all liabilities, costs, expenses, damages and losses and all reasonable professional costs and expenses incurred by the Lessor arising out of, or in connection with any failure by the Lessee to comply with the terms of this Contract.

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8. Helpdesk

- 8.1 The Lessor operates the Helpdesk during the Helpdesk Operating Hours to take initial calls from the Lessee. Lessee shall comply with all reasonable instructions given by Helpdesk staff in relation to the Equipment.
- 8.2 Technical advice via the Helpdesk may be provided by the Lessor in relation to operational issues, Equipment fault diagnosis, installation issues and other technical issues relevant to the Equipment.
- 8.3 The Helpdesk can be reached via the telephone number provided by the Lessor to the Lessee from time to time.

9. Equipment defects and service

- 9.1 If at any time during the Rental Period the Equipment does not substantially conform with its operating instructions, Lessee shall request service from Lessor as set out in clauses 8 to 10, and Lessor shall provide such service subject to Lessee's compliance with clauses 8 to 10.
- 9.2 The Lessee shall notify the Lessor, via the Helpdesk, of any defects with the Equipment.
- 9.3 The Lessor shall provide technical support via the Helpdesk in order to rectify any defects to the Equipment.
- 9.4 If any defects with the Equipment cannot be resolved following discussions with the Helpdesk, the Lessor may dispatch replacement Equipment to the Lessee and Lessee shall return the replaced Equipment to the Lessor in accordance with Lessor's instructions. Subject to clause 10, such replacement and return shall be arranged by the Lessor at its cost.
- 9.5 Subject always to the exclusions at clause 10 and the Lessee's compliance with this Contract, the Lessor shall use reasonable endeavours to dispatch a replacement for defective elements of the Equipment within one (1) Business Day of notification of such defect by the Lessee.
- 9.6 Any replacement Equipment dispatched to the Lessee shall be either (a) "like for like" or (b) to an alternative specification providing materially the same functionality as the Equipment being replaced.
- 9.7 After two (2) failed attempts to deliver Equipment have occurred due to failures of the Lessee, a "Failed delivery charge" as set out in clause 10 will be applied.
- 9.8 The Lessee shall comply with all instructions of the Lessor for the return of any defective Equipment to the Lessor for inspection in accordance with clause 10.
- 9.9 To the maximum extent permitted by law, the Lessor's provision of service under clauses 8 to 10, including any associated replacement of Equipment, shall be the sole Lessee remedy in relation to any defect in the Equipment including any failure of the Equipment to comply with its operating instructions.

10. inspection of equipment and additional charges

- 10.1 Following the return of the defective Equipment under clause 9.8, the Lessor shall undertake an inspection of the returned Equipment. Lessor may also repair the returned Equipment.
- 10.2 Notwithstanding the procedure for the replacement and return of defective Equipment at clause 9, the Lessor shall have no liability to replace or repair Equipment under this Contract, and the Lessee shall be responsible for payment of the associated charges if the Lessee establishes any of the following:
 - (i) Lessee Damage: where the Lessor determines that the Equipment has been subject to Lessee Damage, for example: (a) Equipment which has had the security protection circuits triggers or seals broken, (b) printing errors resulting from the use of paper not approved by Lessor or its supplier(s), (c) Program Code download failures caused by the user e.g. failed communications at site, no power, terminal switched off or human intervention such as where the user has unplugged a cable.
 - (ii) No Fault Found: if the unit of Equipment returned for repair passes the pre-system test with no fails, the unit of Equipment will be tagged as "No Fault Found (NFF)".

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- (iii) where software other than supported software is the cause of the failure.
- (iv) use of the Equipment outside normal use conditions described in the operating instructions or use otherwise not in compliance with clause 7.1.
- 10.3 Where Equipment is returned with parts missing including without limitation Accessories (unless Lessor has instructed the Lessee to return the Equipment with parts missing), the Lessor shall charge the Lessee for the cost of the missing parts.
- 10.4 In the event of Lessee Damaged Equipment being assessed by the Lessor as being “beyond economic repair” any replacement will incur a charge of the full replacement cost of the unit of Equipment.
- 10.5 The charges set out in the table below shall be payable by the Lessee to Lessor in relation to any relevant Equipment. Prior to levying any such charge, Lessor shall notify the Lessee of the basis of the charge.

Applicable Lessee charges (GBP)		
Charging Event	Charge per event (GBP inc VAT)	Notes
Lessee Damage	66.00	Unless device is BER
No Fault Found Investigation	48.00	
Beyond Economic Repair (BER)	Full cost	
Terminal Refurbishment	96.00	
Failed Delivery Charge	30.00	

11. Data protection

- 11.1 In relation to the Processing of any User Data which constitutes Personal Data, the parties agree that the Lessee and/or its user(s) is/are the Data Controller and the Lessor is the Data Processor.
- 11.2 This paragraph 11 sets out the subject matter, duration, nature and purpose of the processing by the Lessor, as well as the types and categories of Personal Data and the obligations and rights of the Lessee.
- 11.3 The Lessor shall in respect of such Personal Data:
 - (i) process that Personal Data during the term of this Contract only on the documented written instructions of the Lessee (which include this Contract) unless the Lessor is required by Laws to otherwise process that Personal Data. Where the Lessor is relying on Laws as the basis for processing Personal Data, the Lessor shall promptly notify the Lessee of this before performing the processing required by the Laws unless those Laws prohibit the Lessor from notifying the Lessee;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) not transfer any Personal Data outside of the UK and/or European Economic Area unless the prior written consent of the Lessee has been obtained and there are appropriate safeguards in relation to the transfer;

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- (v) assist the Lessee, at the Lessee's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Lessee without undue delay on becoming aware of a Personal Data breach;
 - (vii) ensure that provisions which are equivalent to those set out in this paragraph 11.3 are imposed upon any subprocessor engaged by the Lessor (acknowledging that the Lessor shall remain primarily liable to the Lessee for the subprocessor's compliance with such provisions);
 - (viii) inform the Lessee of any intended additions to or replacements of the Lessor's subprocessors;
 - (ix) subject to Clause 7.2 (e) of the MSA Terms and Conditions, at the written direction of the Lessee, delete or return Personal Data and copies thereof to the Lessee on termination of the Contract unless required by Laws to store the Personal Data; and
 - (x) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Lessee on reasonable notice and (but without thereby assuming the primary liability of the Client to only issue lawful instructions) immediately inform the Lessee if, in the opinion of the Lessor, an instruction infringes the Data Protection Legislation.
- 11.4 The Lessee hereby consents to the appointment of Ingenico, CSS Corp Europe Limited (and in each case their subprocessors) as sub-processors to Process User Data and, notwithstanding paragraph 11.3(iv) above consents to such processing taking place in any country outside of the UK and/or EEA including the Philippines subject to paragraph 11.5(ii) below.
- 11.5 Notwithstanding paragraph 11.3(iv) above, the Lessee agrees that, in entering into this Contract, it is giving its prior written consent for the Lessor to:
- (i) process data outside of the UK and/or EEA including but not limited to the Philippines and to enter into the standard contractual clauses for data transfers between the UK and/or EEA and non-EEA countries for and on behalf of the Lessee (the Lessee having determined that these provide an appropriate safeguard) where any such transfer would result in the transfer of the Personal Data to a country other than the UK or a country within the EEA (or any third country having the benefit of an adequacy decision issued by the European Commission or other similarly body qualified to make such decisions) including but not limited to the Philippines; and/or
 - (ii) permit the entering into by any sub-processor, of the standard contractual clauses for data transfers between the UK and/or EEA and non-EEA countries including but not limited to the Philippines for and on behalf of the Lessee (the Lessee having determined that these provide an appropriate safeguard) where any such transfer would result in the transfer of the Personal Data to a country other than the UK or a country within the EEA (or any third country having the benefit of an adequacy decision issued by the European Commission or other similarly body qualified to make such decisions) including but not limited to the Philippines;
- 11.6 Subject matter and duration of the processing of Personal Data:
- (i) The subject matter and duration of the processing of Personal Data is set out in this Schedule and is further detailed in the Lessor's privacy policy (freely available on request).
- 11.7 The nature and purpose of the processing of Personal Data:
- (i) Such processing, in accordance with the Lessee's instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.
- 11.8 The types of Lessee Personal Data to be Processed:
- (i) The Lessee may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Lessee in its sole discretion, which may include, but is not limited to Personal Data relating to the following: names, business addresses, job titles, Merchant IDs and contact details of the Lessee and its personnel.
- 11.9 The categories of Data Subject to whom the Lessee Personal Data relates:

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- (i) The Lessee may submit Personal Data to the Lessor in the course of using the [Services], the extent of which is determined and controlled by the Lessee in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: the Lessee's employees and personnel.

11.10 The obligations and rights of the Lessee:

- (i) The obligations and rights of the Lessee are set out in this Schedule and is further detailed in the Lessor's privacy policy (freely available on request).

11.11 The Lessee agrees that, in its role as Data Controller, it:

- (i) shall ensure that only lawful instructions are issued to the Lessor in respect of the Processing of the Personal Data;
- (ii) shall obtain and maintain throughout the term of the Contract all necessary permissions, consents and authorisations to enable the Lessor to process the Personal Data in accordance with the provisions of the Contract;
- (iii) has reviewed and approved the Lessor's technical and organisational measures as being suitable for the Lessee's purposes before entering into the Contract;
- (iv) has granted to the Lessor general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 11.3(vii);
- (v) may be considered to have no objections if it has not advised otherwise in writing within ten (10) days of notification under paragraph 11.3(viii); and
- (vi) shall promptly issue its instructions in writing to the Lessor, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of Clause **Error! Reference source not found.**(e) of the MSA Terms and Conditions).

12. Consequences of termination

12.1 In addition to the provisions set out at clause 7 of the MSA Terms and Conditions, on termination of this Contract, however caused:

- (i) the Lessor's consent to the Lessee's possession and use of the Equipment shall terminate;
- (ii) Lessee shall return the Equipment to Lessor in accordance with clause 7.1(xv), and if Lessee does not comply with Lessor's instructions in relation to return within fourteen (14) days then it shall pay on demand to the Lessor any costs and expenses incurred by the Lessor in recovering the Equipment;
- (iii) the Lessor and/or its suppliers may, by their authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

12.2 Without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:

- (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5; and
- (ii) any costs and expenses incurred by the Lessor in recovering the Equipment where this contract is terminated by the Lessor for material breach;
- (iii) any costs and expenses incurred by the Lessor or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

12.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.