

Hire Fields Terms and Conditions

1. INTRODUCTION AND INTERPRETATION

1.1 Please read these Terms and Conditions carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions and obligations to comply with applicable laws and regulations.

1.2 Welcome to the Hiresfields.com website or mobile properties, including related applications and all subdomains (collectively, the "Site"). This Site provides an online platform through which Landowners may submit details of their Venue for consideration by Hire Fields, and customers browsing the site (the "Customer(s)") may learn about Venues and make contact with the Landowner in order to book with them directly. The term "you" refers to the "Customer(s)", the "Landowner" or any other user of the Site. This page sets out our Terms and Conditions on which you the "Customer" agree to be bound by making use of the Site.

1.3 The Landowner acknowledges and agrees that, by submitting your venue details to Hire Fields, you are indicating that you have read, and that you understand and agree to be bound by these Terms and Conditions.

1.4 If you do not accept all the Terms and Conditions you must not use or access our Site. Hire Fields reserves the right to amend these Terms and Conditions from time to time without notice. You will be deemed to have read and accepted these Terms and Conditions, including and changes, each time you use the Site. Our services are not available to, and may not be used by, persons under the age of 18 years. If you accept or agree to these Terms and Conditions on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

1.5 The Site and Services are intended to be used to facilitate the introduction of Customers to Landowners for the purpose of booking venues directly with one another. Hire Fields does not verify the accuracy of the content contained in any Listings and does not make any warranty or representation to the Customer as to the condition, legality or suitability of any Venue. Hire Fields is not responsible for and disclaims any and all liability related to any and all Listings and Venues. Accordingly, any Listings advertised by the Landowner, or bookings made by the Customer, are done so at their own risk.

1.6 You understand and agree that Hire Fields is not a party to any agreement entered into between the Landowner and Customer, nor is Hire Fields acting as an agent, or in partnership with any Landowner or Customer. Hire Fields has no control over the conduct of Landowners, Customers, other users of the Site and Services, Listings, or any venue advertised on the Site, and disclaims all liability in this regard to the maximum extent permitted by law.

1.7 The Site is operated by Hire Field LTD, a company registered in England and Wales under company number 12402685 whose registered office is at Horizons, Leatherhead Road, Oxshott, Surrey KT22 0ET (hereinafter, and together with each of its affiliated entities, "Hire Fields").

2. Definitions

Affiliate: means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the Landowner, which is otherwise not also a Landowner.

Booking Enquiry: means a booking enquiry which is made when:

- (a) a member of the Hire Fields Team contacts (or attempts to contact) a Landowner on behalf of a Customer (by whatever means available, whether through the Site or otherwise) in respect of a Listing or Venue;
- (b) a Landowner refers a Customer (for whatever reason) to another Landowner or an Affiliate; or
- (c) a member of the Hire Fields Team suggests a particular Landowner to a Customer (whether or not contact has been made by Hire Fields with the Landowner).

and "Booking Enquiries" shall be interpreted accordingly.

Business Day: means any day other than a Saturday or Sunday or a bank or public holiday in England.

Completed Booking: means a Confirmed Booking of a Venue for an Event, following which the Event takes place in accordance with the Confirmed Booking, or on such other re-scheduled Event Date as the Landowner and Customer may subsequently agree upon.

Cancelled Booking: means a Confirmed Booking following which the Customer notifies the Landowner that the Event is cancelled and/or postponed for a period of not less than 3 years' after the date on which a Booking Enquiry is made.

Confirmed Booking: means a Customer booking an Event within 12 months of a Booking Enquiry being made to the Landowner by or on behalf of such customer, such Event being not more than 3 years' after the date on which that Booking Enquiry is made.

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of that Person, and Controls, Controlled shall be construed accordingly.

Customer ("You"): means a Person using the Site and/or Services for the purpose of hiring or otherwise utilising a Venue which is operated or owned by a Landowner;

Customer account: means an account created by Hire Fields for the purpose of forwarding booking enquiries to the relevant Landowner

Event: means such event or function (of whatever purpose) for which the Confirmed Booking of a Venue is made.

Event Date(s): means the date or consecutive dates on which an Event for which a

Confirmed Booking is made, takes place.

Hire Fee: means the total price (exclusive of VAT) agreed between the Customer and the Landowner, payable by the Customer to the Landowner, for use of the Venue for the Event, on the Event Date which are provided or facilitated by the Landowner.

Hire Fields: has the meaning set out in clause 1.7

Hire Fields Teams: means the directors, employees, agents or contractors of Hire Fields, or any other person working on behalf of Hire Fields.

Inappropriate Content: has the meaning given to it in clause 8.6.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invoice Date: means that date on which an invoice is raised by the Landowner in the name of the Customer, in respect of the Hire Fee.

Landowner ("You"): means the Person who operates or owns the Venue

Landowner Account: means an account created by Hire Fields for the purpose of creating a Listing pursuant to the registration process and requirements as determined by Hire Fields from time to time.

Listing fee: means the fee charged by Hire Fields to the landowner to register their venue on Hire Fields website and associated social media accounts.

Listing: means a web page (as generated by Hire Fields or the Hire Fields team) which describes a Venue available for hire.

Person: means any natural person, or corporate or unincorporated body (whether or not having separate legal personality).

Recurring Event: means an Event which takes place or is scheduled to take place across multiple Event Dates (such that the Event falls across two or more non-consecutive dates) due to one or more Confirmed Bookings, which have arisen from a single Booking Enquiry.

Services: means those services which Hire Fields provides to Landowners and Customers from time to time, whether through the Site or otherwise.

Site: has the meaning given to in clause 1.2.

User: means a person(s) visiting the Site.

Venue: means a location or set of locations of which a Landowner has operational control over or may be compensated for the use of, and for which the Landowner has advertised the use of such Venue through Hire Fields (whether through the Site or otherwise).

3. USE OF THIS WEBSITE & INTELLECTUAL PROPERTY RIGHTS

3.1 You may only use the Site for lawful purposes and you may not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Site.

3.2 All rights, including copyright and other intellectual property rights, in and to the Site are owned by or licensed to Hire Fields.

3.3 Your use of the Site and its contents grants no rights to you in relation to our intellectual property rights, or that of third parties, in the Site or its contents. By submitting information (other than your personal data), text, photos, graphics or other content to the Site you confirm that you have the right to use the same and grant us a right to use such materials at our own discretion (with or without accreditation) in any media including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Site.

3.4 You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the Site.

4. PROHIBITED ACTIVITIES

4.1 The content and information on the Site (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to Hire Fields. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Site. Additionally, you agree not to:

- (i) use the Site or its contents for any commercial purpose;
- (ii) access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site;
- (iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) deep-link to any portion of the Site for any purpose without our express written permission;

- (vi) "frame", "mirror" or otherwise incorporate any part of the Site into any other website without our prior written authorization; or
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Hire Fields in connection with the Site or the services.

5. SITE CONTENT

5.1 The Site may contain hyperlinks to websites operated by parties other than Hire Fields. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other websites) is free from such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. Third parties may charge a fee for use of certain content or services provided on their websites. Hire Fields is in no way responsible for content or services provided on such third party websites.

5.2 Hire Fields reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any content posted or stored on the Site at any time for any reason, or to have such actions performed by third parties on its behalf. You are solely responsible for creating backup copies or and replacing any Content you post or store on this Site at your sole cost and expense. Hire Fields is not responsible for the accuracy or completeness of information it obtains from Landowners and displays on its sites or apps.

6. PRIVACY POLICY AND DISCLOSURES

6.1 Hire Fields believes in protecting your privacy. Any personal information you post or submit on the Site will be used in accordance with our Privacy Policy. [Click here to view our Privacy Policy.](#)

7. LANDOWNER BOOKINGS

7.1 Once an Account is created on behalf of the Landowner, you agree to receive Booking Enquiries.

7.2 All Booking Enquiries are or may be subject to review by members of the Hire Fields Team prior to, or at such time as they are sent to you.

7.3 Once a Booking Enquiry has been sent to a Landowner the Booking Enquiry must be acknowledged by the Landowner by attempting contact with the customer within two working days.

7.4 In the event that a Landowner fails to contact customers of three or more consecutive Booking Enquiries, Hire Fields reserves the right to suspend, remove or terminate the Listing

to which the Booking Enquiry relates, or the Landowner's Account (whichever the case may be), as Hire Fields in its absolute discretion shall think fit.

7.5 Once a Landowner has acknowledged receipt, the Landowner agrees that it shall deal directly with the customer for the purpose of arranging an Event, and Hire Fields shall have no liability whatsoever to either the Landowner or the Customer in relation to any contractual dealings between the Landowner and Customer.

7.6 Hire Fields reserves the right to contact either the Landowner or the Customer at any time following a Booking Enquiry so as to ascertain the status of the Booking Enquiry and ask for feedback from either party.

8. LANDOWNER OBLIGATIONS

8.1 By agreeing that the Hire Fields Team should create an account on behalf of the Landowner, the Landowner agrees to act at all material times in good faith towards Hire Fields.

8.2 The Landowner shall provide Hire Fields at all material times with the information that Hire Fields reasonably requires to carry out its business, including marketing information for and details of the Services, and information about the Landowner.

8.3 The Landowner agrees to notify Hire Fields of any changes to contact details in connection with the Account, and shall ensure in so far as is reasonably practicable that all details in relation to any Listing, are accurate.

8.4 The Landowner may update any information in connection with the Account or a Listing, at any time, save that any request made to Hire Fields to update a Listing must be made within Hire Fields's ordinary business hours.

8.5 The Landowner shall use all reasonable endeavours to ensure that the content submitted to Hire Fields is maintained and that the content does not infringe any applicable laws, regulations or third party rights (including the use of material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("Inappropriate Content").

8.6 The Landowner acknowledges that Hire Fields does not regularly or thoroughly monitor or purport to monitor the content of the Site. Hire Fields reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. Hire Fields shall notify the Landowner promptly if it becomes aware of any allegation that any content contained in any Listing on the Site may be Inappropriate Content.

8.8 Without prejudice to the rights of Hire Fields to contact either the Landowner or the Customer at any time following a Booking Enquiry, the Landowner shall be under no obligation to accept a Booking Enquiry.

9. LANDOWNER COMMISSION AND PAYMENTS

9.1 On completion of the Landowner Booking Form the Landowner agrees to pay Hire Fields a non-refundable Listing Fee of £150.00 to advertise their land via one listing for one year from the date at which Hire Fields notify the Landowner that the listing is live on the site.

9.2 All payments due to Hire Fields will be subject to VAT (to the extent that Hire Fields is required to apply VAT in the circumstances) at the prevailing rate in force at such time as the Booking Fee becomes due.

9.3 Hire Fields reserves the right to charge a lower fee to that otherwise advertised on the Site or on a case by case basis at its absolute discretion.

9.4 Landowners may be invoiced for the payment of the Listing Fee as soon as the Landowner Booking form has been submitted to Hire Fields via the website.

9.5 The due date for all invoices raised by Hire Fields in respect of the Listing Fee will be 21 days from the date on which any such invoice is raised.

9.6 Hire Fields reserves the right to offer alternate payment terms on a case by case basis at its absolute discretion.

9.7 In the event that any invoice is not paid by the due date, Hire Fields may apply compounding interest at the rate of 10% per annum on the outstanding amount, your Account may be suspended and your credit rating may be affected.

9.8 The Advertising Fee is non-refundable regardless of the number of enquiries that the Landowner receives through the website.

9.9 Hire Fields reserves the right to take down the site for maintenance for reasonable amounts of time.

9.10 In the event that actions by a third party supplier cause part, or all of the website not to function properly Hire Fields will not refund the Advertising Fee, or any part of.

9.11 Termination of the Landowner's Account (howsoever arising) shall not affect the Advertising Fee which is non refundable.

10. LANDOWNER INTELLECTUAL PROPERTY

10.1 The Intellectual Property Rights in all software made available and content supplied in connection with the Landowner's use of the Site and/or Services remains the property of Hire Fields and/or its licensors, advertisers and/or content suppliers.

10.2 The Landowner will comply with the terms of any agreement required by the owner of Intellectual Property Rights in all software and content supplied to the Landowner for the purpose of using the Site and the Landowner hereby acknowledges that all software that is not made readily available to it is confidential, and that all other rights including but not limited to database rights and copyright are asserted and reserved by Hire Fields, its licensors, advertisers and content suppliers.

10.3 The Landowner shall not reproduce any marketing material created or commissioned by Hire Fields for the Landowner for use on the Site, for the Landowner's own external marketing off the Site, without written permission from Hire Fields.

10.4 Any content a Landowner submits to Hire Fields for upload to the Site will be considered non-confidential and non-proprietary. The Landowner retains all of its ownership rights in such content, but is required and agrees pursuant to these Terms and Conditions to grant Hire Fields a limited licence to use, store and copy that content and to distribute and make it available to third parties.

10.5 Hire Fields may use any images or other media which has been submitted to Hire Fields to a Listing or made publicly available by a Landowner, for the purpose of marketing Hire Fields's services.

10.6 Hire Fields reserves the right to disclose a Landowner's identity to any third party who is claiming that any content posted or uploaded by the Landowner to the Site constitutes a violation of their Intellectual Property Rights or of their right to privacy.

10.7 Hire Fields reserves the right to remove any Listing, if in Hire Fields's opinion, that Listing does not comply with acceptable content standards.

10.8 The Landowner accepts that, Hire Fields may from time to time promote a Venue or Landowner through marketing literature or social media platforms, and make such representations on the Landowner's behalf as the Hire Fields Team shall think fit, in order to promote the Venue or Landowner.

11. LANDOWNER NOTICES

11.1 Hire Fields may contact you by e-mail, by post or by providing you with information by posting notices on the Site.

11.2 You may contact Hire Fields by email, telephone or post.

11.3 Notices will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter sent within the UK.

12 LANDOWNER TERMINATION

12.1 Without affecting any other right or remedy available to it under these Terms and Conditions, Hire Fields may terminate the Landowner's Account with immediate effect, if:

- (a) the Landowner fails to pay any amount due under these Terms and Conditions on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) the Landowner commits a material breach of any term of these Terms and Conditions and such breach is irremediable, or (if such breach is remediable) the Landowner fails to remedy that breach within a period of 30 days after being notified in writing to do so.

12.2 The Landowner may terminate its Account at any time, or request that one or more Listings are taken down from the Site at any time, by sending an email to hello@hirefields.com

12.3 Hire Fields may terminate or suspend any part of the Services at any time, without giving notice to the Landowner.

12.4 Termination of the Account by either the Landowner or Hire Fields, or termination of the Services by Hire Fields (as the case may be) shall not affect any rights, remedies, obligations or liabilities that the parties have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms and Conditions which existed at or before the date of termination.

12.5 The Landowner agrees that, in accepting these Terms and Conditions, it has not relied on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms and Conditions or (if it did rely on any representations, whether written or oral, not expressly set out in these Terms) that it shall have no remedy in respect of such representations and (in either case) Hire Fields (and its directors, officers, employees and agents) shall not in any circumstances have any liability otherwise than in accordance with the express Terms and Conditions set out herein.

13. LANDOWNER'S USE OF CUSTOMER'S INFORMATION

13.1 Hire Fields allows Landowners limited access to Customer's contact information for the purpose of providing venue hire. The Landowner agrees that they will not disclose and personally identifiable information about another Customer, under any circumstances, without first obtaining our consent and the consent of the Customer.

13.2 The Landowner agrees that, with respect to Customer's personally identifiable information you obtain through a Site facilitated transaction, and unless the Customer agrees otherwise in writing; you will only use such information:

- (a) For Site-related communications that relate to a Booking Enquiry, Booking Confirmation, Completed or Cancelled Booking; or
- (b) For managing complaints; and
- (c) In accordance with applicable laws and regulations, including without limitation data protection and privacy laws

14. LIMITATION OF LIABILITY

14.1 The information, software, products, and services published on the Site may include inaccuracies or errors, including pricing errors. Hire Fields, its directors, employees, agents or contractors do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies relating to the information and description of a Venue on the Site (including, without limitation, the pricing, photographs, list of amenities, general venue descriptions etc.) In addition, Hire Fields reserves the right to correct any pricing errors on the Site.

14.2 Hire Fields, its directors, employees, agents or contractors, make no representation of any kind about the suitability of the information, software, products, and services contained on the Site or any portion thereof for any purpose, and the inclusion or offering of any products or services on this Site does not constitute any endorsement or recommendation of such products or services by the Hire Fields, all such information, software, products, and services are provided "as is" without warranty of any kind. Hire Fields disclaims all warranties, conditions, or other terms of any kind that the Site, its servers or any email sent from Hire Fields, its directors, employees, agents or contractors, are free of viruses or other harmful components. To the maximum extent permitted under applicable law Hire Fields hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions or terms of any kind as to merchantability, fitness for a particular purpose, title, quiet possession and non-infringement.

14.3 Hire Fields also expressly disclaims any warranty, representation, or other term of any kind as to the accuracy or proprietary character of the information, software, products, and services contained on the Site.

14.4 Nothing in this agreement shall exclude or limit Hire Fields's liability for (i) fraud; or (ii) any other liability which cannot be excluded under applicable law.

14.5 The Landowners providing venue information on the Site are not agents or employees of the Hire Fields. Hire Fields are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Landowners or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Hire Fields have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

14.6 Subject to the foregoing, you use the Site at your own risk and in no event shall the Hire Fields, or its directors, employees, agents or contractors, be liable for any direct, indirect, punitive, incidental, special, or consequential losses or damages or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption of any type arising out of, or in any way connected with, your access to, display of or use of the Site or with the delay or inability to access, display or use the Site (including, but not limited to; any computer viruses, information, software, linked sites, products, and services obtained through the Site; or otherwise arising out of the access to, display of or use of the Site) whether based on a

theory of negligence, contract, tort, strict liability, or otherwise, and even if Hire Fields has been advised of the possibility of such damages.

14.7 If Hire Fields or any member of the Hire Fields Team are found liable for any loss or damage that arises out of or is in any way connected with your use of the Site or Services, then the liabilities of Hire Fields and each member of the Hire Fields Team will in no event exceed, in the aggregate, the greater of (a) the listing fees paid to Hire Fields for the transaction(s) giving rise to the claim, or (b) one-hundred pounds (GBP \$100.00).

14.8 The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the Hire Fields, its directors, employees, agents or contractors.

14.9 The Landowner acknowledges and agrees that Hire Fields has no authority to bind the Landowner in any way. The Landowner shall not require that Hire Fields shall make or enter into any contracts or commitments or incur any liability for or on behalf of the Landowner, including for the provision of Venues or the price for them, or any terms for the provision of the Venues with the Customers.

14.10 Nothing in these Terms and Conditions are 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, or authorise any party to make or enter into any commitments for or on behalf of any other party.

14.11 The Landowner acknowledges that if for any reason a Customer is not content with a Venue, the Customer's claim is against the Landowner and the Landowner alone and Hire Fields shall have no liability if any venue listed through the Site is not of satisfactory quality and / or not fit for any of the purposes for which the venue is required.

14.12 Hire Fields offers no guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. Hire Fields may suspend, withdraw, discontinue or change all or any part of the Site without notice and shall not be liable to the Landowner if for any reason the Site is unavailable at any time or for any period.

14.13 Hire Fields (including its affiliates, officers, directors, agents and employees) shall not be liable to either the Landowner or Customer in contract, tort (including negligence) or otherwise (save only in respect of fraud) for any losses, howsoever caused (including through the negligence of Hire Fields) including consequential losses, loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any other losses arising directly or indirectly from:

- (a) the Event, preparations for the Event, site visits or any post-Event actions
- (b) use of or an inability to use the Site and/or Services;
- (c) delays or disruptions in the operation of the Site and/or Services;
- (d) viruses or other malicious software which is acquired by accessing the Site, or any site, services, application or tool linked to the Site;
- (e) glitches, bugs, errors, or inaccuracies of any kind in the Site;

- (f) a suspension or other action taken in respect to an Account by the Hire Fields Team;
- (g) the duration or manner in which Listings appear in search results; or
- (h) the Landowner's need to modify practices, content, or behaviour or loss of or inability to do business, as a result of changes to these Terms and Conditions or our policies (and Hire Fields reserves the right to modify its policies and these Terms and Conditions at any time consistent with the provisions outlined in these Terms and Conditions).

14.14 Hire Fields cannot confirm, and is not responsible for ensuring, the accuracy or truthfulness of Landowners' or Customers' purported identities, or the validity of the information which they provide to Hire Fields or post on the Site.

14.15 For the avoidance of doubt, Hire Fields shall not be liable for any loss or damage caused to the Landowner arising from the actions or default of any Customer (for whatever reason whatsoever) and Hire Fields makes no representations or warranties to the Landowner as to the Customers who may engage with the Landowner, as a direct result of Hire Fields carrying out the Services.

14.16 These terms and conditions and foregoing liability disclaimer do not affect mandatory legal rights that cannot be excluded under applicable law.

15. INDEMNITY

15.1 The Landowner and Customer agrees to indemnify, defend and hold harmless Hire Fields, its directors, officers, employees, consultants and agents from any and all third party claims (including any claims made by a Customer), liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, the Landowner's and Customer's use of the Site and Services, any breach of these Terms and Conditions, infringement of any Intellectual Property Rights or any other right of any person or entity, or breach of any duty of confidence or privacy, or any defamatory statements made by the Landowner or Customer in any form.

16. WAIVER

16.1 No failure or delay by Hire Fields to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

17.1 If any provision or part-provision of these Terms and Conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

18. GOVERNING LAW AND JURISDICTION

18.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).