

GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT

1. DEFINITIONS AND LAW

The complete contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as 'the Contract'. The hired item(s) are those stated in the relevant contract and are hereinafter referred to as 'the Equipment'. 'The Hirer' is the person, firm, company, corporation, public authority or body taking the Supplier's Equipment on hire. The parties to the Contract are the Supplier of the Equipment and the Hirer named in the Contract and where applicable any person purporting to act on behalf of the Hirer. In these conditions 'Consequential Loss' shall include any loss of contracts or loss of profits whatsoever.

2. BASIS OF CHANGING

The Hirer will pay the hire charge stated in the Contract. Hire charges will commence from the time stated in the Contract and will continue during the period of hire until the Equipment is restored to the Supplier in a clean and serviceable condition against the Supplier's receipt. All time is chargeable, including Saturday, Sunday, Bank Holidays etc. All charges are payable on demand. If payment is not made on the due date the Supplier will be entitled to interest on the amount that is overdue at the contemporary base rate of the National Westminster Bank PLC plus 4% calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the Supplier. Any legal charges incurred in the recovery of money or Equipment will be paid by the Hirer.

3. DELIVERY AND CARRIAGE CHARGES

All times quoted or stated for delivery are approximate only. Hire charges do not include carriage. Any expenses incurred by the Supplier in delivering or recovering Equipment or attempting the same will be paid by the Hirer. Where carriage charges are quoted by the Supplier such charges will include only for the time required to load or unload alongside the Supplier's vehicle at the address specified by the Hirer.

4. MAXIMUM PERIOD OF AGREEMENT (IF HIRER IS NOT A LIMITED COMPANY)

If the Hirer is an individual or partnership (including an unincorporated body of persons) and not a Limited Company the Contract will terminate not later than 3 months from the commencing date of the period of hire. In such circumstances the hirer will, not later than close of business on the penultimate day of the said 3 months, restore the equipment to the Supplier. Equipment not restored to the Supplier will be subject to a charge equaling to the financial loss to the Supplier.

5. WHEN THE CONTRACT COMES INTO BEING

The Contract shall come into being between the Hirer and the Supplier when the Hirer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and the Supplier has accepted the order.

6. RESPONSIBILITIES OF THE HIRER AND PERSON MAKING THE CONTRACT

The person making the Contract warrants that he has authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so. The said person and Hirer jointly and severally hereby undertake to ensure that no-one uses the Equipment who is not properly instructed in its safe and proper operation and to ensure that every user is in possession of instructional material (if any) supplied by the Supplier and will not allow the Equipment to be misused.

7. WHEN SIGNATURE FOR RECEIPT OF EQUIPMENT BECOME OPERATIVE

Where, for administrative convenience, the Hirer or his agent is requested by the Supplier to sign for the receipt of the Equipment before the Equipment is handed over, the Hirer or his agent will examine the Equipment at the time of the physical hand-over and the effect of such signature shall not become operative until immediately after the physical hand-over.

8. RESPONSIBILITY OF HIRER

- (i) The Hirer will be responsible for the loading and unloading of the Equipment at the address specified by the Hirer, and likewise at the Supplier's premises when transported by the Hirer, or his agent, and any person supplied by the Supplier shall be deemed to be an employee of the Hirer or his agent at such times.
- (ii) The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when the Hirer is in possession of the Supplier's unqualified receipt for all the Equipment. The Hirer will not sell or otherwise part with control of the Equipment.
- (iii) The Hirer will at all times and in all respects indemnify the Supplier against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage to or loss of any property whatsoever (other than the Equipment itself which shall be governed by Conditions 13 & 14) arising out of or in connection with or consequent upon the delivery, use, non-use, repossession, collection, return or non-return of the Equipment or any part thereof.
- (iv) Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

9. ELECTRICAL EQUIPMENT

Where the Equipment is electrical in part or in whole the same should normally be used with plugs and/or sockets as fitted but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a competent person who must also reinstate to original condition. It will be the Hirer's responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification.

10. MAINTENANCE OF EQUIPMENT, BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to the Supplier. Under no circumstances will the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. The Equipment must be returned to the Supplier's premises for examination or when rectification elsewhere is requested and the Hirer agrees to pay carriage if required by the Supplier. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person, the Hirer will notify the Supplier immediately.

11. REMOVAL OF EQUIPMENT

Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

12. CONSEQUENTIAL LOSSES

The Supplier shall not be liable for any consequential loss to the Hirer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977.

13. INSURANCE AND RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

The Hirer agrees to pay the Supplier the full replacement cost of replacing any Equipment which is lost or stolen or damaged beyond economic repair and without any deduction for usage, wear and tear or age, and should insure the goods on this basis. All monies received by the Hirer from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any Equipment shall, to the extent that any payment is due to the Supplier under this Condition, be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier.

14. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (i) The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment.
- (ii) The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclean. Additionally, the Hirer will pay to the Supplier a charge equaling to the financial loss to the Supplier until such rectification is complete.
- (iii) In the case of Equipment which is lost or stolen or damaged beyond economic repair the Hirer will in all cases meet the Hirer's obligations under Condition 13. Additionally, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the Supplier until the liability referred to in Condition 13 is discharged. The Hirer's liability under this Condition shall be without prejudice to any other rights of the Supplier.

15. DETERMINATION OF HIRE

The Supplier shall be entitled at any time if the Hirer is in breach of this Contract, or if any act or proceeding in which the Hirer's solvency is involved is commenced, to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or part thereof. Such termination shall not affect the right of the Supplier to recover from the Hirer any monies due under this Contract or damages for breach thereof.

16. RIGHTS OF ACCESS

The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes the Equipment, or any part thereof to be, and in so far as the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

17. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any of the Supplier's rights hereunder.

18. SEPARATE TERM VALIDITY

Should any term in this Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.

19. TERMS OF CONTRACT

These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer.

CONDITIONS OF SALE

1. DEFINITIONS AND LAW

- (i) The complete contract is the document or documents that set out the terms and conditions and all other details relevant to a particular transaction and is hereinafter referred to as 'the Contract'.
- (ii) The goods sold by the Seller to the Buyer shall hereinafter be referred to as 'the Goods'.
- (iii) The person, firm, company, corporation or public authority shown overleaf as the invoicee is 'the Buyer'.
- (iv) The parties to the Contract are the Seller of the Goods and the Buyer.
- (v) The person, firm, company, corporation or public authority responsible for delivery of the Goods to the delivery address, including the Seller when the Seller delivers, shall hereinafter be referred to as 'the Carrier'.
- (vi) The person, firm, company, corporation or public authority to whom the Goods are delivered when it is not the Buyer is hereinafter known as 'the Recipient'.
- (vii) This Contract shall be governed by and construed in accordance with the law of England.

2. RISK AND TITLE TO GOODS

- (i) The risk in the Goods shall pass to the Buyer immediately on delivery to the Buyer or to the Recipient.
- (ii) The property in the Goods shall remain vested in the Seller and the Seller reserves the right to dispose of the Goods, until such time as the price thereof shall have been paid in full. If such payment is overdue in whole or in part, or if the Buyer is in breach of any of the terms of this agreement, or if any act or proceeding in which the Buyer's solvency is involved is commenced, the Seller may (without prejudice to any of the Seller's other rights) recover or resell the Goods or any of them and may enter upon the Buyer's land and premises by the Seller's servants or agents for that purpose.

3. RECEIPT

The Buyer, or Recipient on behalf of the Buyer, shall receive and unload the Goods and shall check the same for quantity and condition in the presence of the Carrier. If there is a shortage or if the Goods are in an unsatisfactory condition, the Buyer or Recipient must so endorse the Carrier's delivery document and must give separate written notice thereof to the Seller within three days of delivery. If this condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained. This condition does not affect the statutory rights of the Buyer.

4. PRICE

The price charged will be the price ruling at the time of delivery. Where this is at variance with the price quoted when the Goods were ordered the Buyer will be advised prior to delivery.

5. PAYMENT

Where monthly account facilities have been granted to the Buyer in writing, all invoices must be paid by the last day of the month following the month of delivery, where no such facilities have been granted payment will be with order or where previously agreed on delivery. Where these terms are exceeded the Seller shall be entitled to interest on the amount that is overdue at the National Westminster Bank PLC Base Rate plus 4% calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the Seller. Any legal charges incurred in the recovery of money or Goods will be paid by the Buyer.

6. WHEN THE CONTRACT COMES INTO BEING

The Contract shall come into being between the Buyer and Seller when the Buyer has placed an order, detailing his requirements and agreeing to be bound by these conditions, and the Seller has accepted the order.

7. WHEN SIGNATURE FOR RECEIPT OF GOODS BECOMES OPERATIVE

Where, for administrative convenience, the Buyer or his agent is requested by the Seller to sign a contract and/or delivery note before the Goods are handed over the Buyer or his agent agrees to examine the Goods at the time of the physical hand-over and the effect of such signature in respect of receipt of the Goods will not become operative until immediately after the physical hand-over.

8. RIGHTS RESERVED

Any failure by the Seller to enforce any or all of these conditions shall not be construed as a waiver of any of the Seller's rights hereunder.

9. SEPARATE TERM VALIDITY

Should any term in this Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes and shall not affect the interpretation of these conditions.

10. TERMS OF CONTRACT

These conditions have effect in substitution for, and to the exclusion of, any condition out forward by the Buyer.