

SECTION 1: CONDITIONS OF HIRE

1. Definitions Refer to definitions at the start of this document

2. Basis of Contract

2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Company will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstance beyond the Company's control.

2.2 Hire Goods are only to be operated by a qualified/competent user. Familiarisation sessions are available on request.

2.3 For business Hirers, your identity will need to be confirmed by sufficient document (e.g. Purchase Order on company letterhead); for individuals a Driver's Licence supported by a Utility Bill showing resident address.

2.4 Where the value of the Hire Goods exceeds £10,000 a satisfactory credit check will be required before Hire.

2.5 Hire Goods are supplied on a confidential basis. Pictures, sketches etc of the equipment may not be taken by anyone except by the Company personnel

2.6 The total value of Hire to an individual cannot exceed £10,000.

2.7 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer credit Act 1964 .

3. Payment

3.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise shown in the Company's current pricelist. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Company may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

3.2 The Customer shall pay the Rental charges for any Services, monies for any Products and/or any other sums payable under the contract to the Company at the time and in the manner agreed. The Company's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

3.4 If the Customer fails to make any payment in full on the due date the Company may charge the Customer

interest (both before and after judgement/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at a rate of 4% above the base rate from time to time of the Company's bank whichever is higher.

3.5 The Customer shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.6 The Company may set a reasonable credit limit for the Customer. The Company reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

3.7 On return of the Hired Goods to the Company, all items will be inspected within 72 working hours and if applicable, the deposit will be credit will be raised on to the Customer's account within 7 working days.

4. Risk Ownership and Insurance

4.1 Risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Company.

4.2 Risk in the Hire Goods will not pass back to the Company from the Customer until the Hire Goods are back in the physical possession of the Company. This shall apply even if the Company has agreed to cease charging rental.

4.3 Ownership of the Hire Goods remains at all times with the Company. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Products remains with the Company until all monies payable to the Company by the Customer for the Products have been paid in full.

4.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

4.5 The Company requires the Customer to insure the Hire Goods on such reasonable terms and for such reasonable risks as the Company may specify. The proceeds of any such insurance that relate directly to the Hire Goods shall be held by the Customer in trust for the Company and be paid to the Company on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Company's written consent.

4.6 The hired equipment will only be loaned to you and is only covered by our insurance if agreed prior to despatch, and whilst it remains on your premises or under your direct control. Should you choose to hire equipment onto a third party, it will not be covered by our insurance and you

therefore do so entirely at your own risk. Our contract remains between the Company and Customer. No contract will exist between the Company and your third party customer.

5. Delivery Collection and Services

5.1 It is the responsibility of the Customer to collect the Hire Good from the Company and return them to the Company at the end of the Hire Period. If the Company agrees to deliver and collect the Hire Goods to and/or from the Customer, it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

5.1.1 If the Company arranges collection, the Customer must notify the Company when the Hire Goods are going to be available for collection. All Hire Goods must be strapped securely to a pallet with the appropriate straps and be emptied of fuel. Failure to do so will result in additional costs.

5.2 Where the Company provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such persons they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

5.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Company's employees, sub contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

5.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Company's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

6. Care of Hire Goods

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms to any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in safe and correct manner in accordance with any operating instructions provided or supplied to the Customer.

6.1.2 notify the Company immediately after any breakdown, loss and/or damage to the Hire Goods (within 2 working hours)

6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks.

6.1.4 notify the Company of any change of its address and upon the Company's request provide details of the location of the Hire Goods

6.1.5 permit the Company at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated.

6.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Company is located without the prior written consent of the Company.

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Company has agreed to provide them as part of any Services.

6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods

6.1.9 not continue to use Hire Goods where they have been damaged and will notify the Company immediately if the Hire Good are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person.

6.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licenses, registration, and other documents relating to the Hire Goods.

7. Breakdown

7.1 Allowance will be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Company as soon as practicable of the breakdown.

7.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Company arising from any breakdown of the Hire Goods due to the Customers negligence, misdirection and/or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to the Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Company while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the

Company. The Company will not be liable for any costs the Customer incurs for repairs that have not been authorised by the Company.

7.5 The Customer must notify the Company immediately after any breakdown, loss and/or damage to the Hire Goods (within 2 working hours)

8. Loss or Damage to the Hire Goods

8.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or inherent fault in the Hire Goods the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hire Goods to a condition for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3 until such repairs and/or cleaning have been completed

8.2 The Customer will pay to the Company the replacement cost of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period.

8.3 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Company that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Company has replaced such Hire Goods the Customer shall pay, as a genuine preestimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have been applied for such Hire Goods for that period. The Company shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.

8.4 If the Hirer is not the person signing for the equipment on site, the Hirer will still be responsible for loss or damage.

9. Termination by Notice

9.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Company shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

9.2 If the Hire Period does not have a fixed duration either the Customer or the Company is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

9.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Company.

9.4 The Company shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days notice to the Customer.

10. Default

10.1 If the Customer

10.1.1 fails to make any payment to the Company when due without just cause.

10.1.2 breaches the terms of the Contract and where the breach is capable of remedy has not remedied the breach within 4 days of receiving notice requiring the breach to be remedied.

10.1.3 persistently breaches the terms of the Contract.

10.1.4 provides incomplete, materially inaccurate or misleading fact and/or information in connection with the Contract.

10.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, executions or other legal process is levied on any property of the Customer, has Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction

10.1.6 being a company ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer on the Customer takes or suffers any similar action in any jurisdiction

10.1.7 appears reasonably to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or

10.1.8 appears reasonably to the Company to be about to suffer any of the above events Then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause

10.2 If any of the events set out in clause

10.1 above occurs in relation to the Customer then:-

10.2.1 except where the Customer is acting as a consumer the Company may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods and/or Products owned by the Company may be and repossess and Hire Goods and/or Product.

10.2.2 the Company may withhold the performance of any Services and cease and Services in progress under this and/or any other Contract with the Customer

10.2.3 the Company may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer, and/or

10.2.4 *all monies owed by the Customer to the Supplier shall be immediately become due and payable

10.3 Any repossession of the Hire Goods and/or Products shall not affect the Company's right to recover from the Customer any monies due under the Contract and/or damages in respect of any breach which occurred prior to repossession of the Hire Goods and/or Products.

10.4 Upon termination of the Contract the Customer shall immediately

10.4.1 return the Hire Goods to the Company or make the Hire Goods available for collection by the Company as requested by the Company; and

10.4.2 pay to the Company all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract.

11. Limitations of Liability

11.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to fullest extent permitted by law.

11.2 If the Company is found to be liable in respect of any loss or damage to the Customer's property the extent of the Company's Liability will be limited to the retail cost of replacement of the damaged property.

11.3 Any defective Hire Goods must be returned to the Company for inspection if requested by the Company before the Company will have any Liability for defective Hire Goods

11.4 The Company shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services have not been paid in full by the due date for payment.

11.5 The Company shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

11.6 The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no liability to the Customer.

11.7 The Company shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Company.

11.8 The Company shall have no Liability to the Customer for any:-

11.8.1 consequential losses (including loss of profits and/or damage to goodwill);

11.8.2 economic and/or other similar losses

11.8.3 special damages and indirect losses and/or

11.8.4 business interruption, loss of business, contracts and/or opportunity

11.9 To the extent that any Liability of the Company to the Customer would be met by an insurance of the Company then the Liability of the Company shall be extended to the extent that such Liability is met by such insurance.

11.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

11.10.1 liability of breach of contract

11.10.2 *liability in tort/delict (including negligence); and

11.10.3 *liability for breach of statutory and/or common law duty; except clause 11.9 above which shall apply once only in respect of all the said types of Liability.

11.11 Nothing in this Contract shall exclude or limit the Liability of the Company for death or personal injury due to the Company's negligence nor exclude or limit any other type of Liability which is not permitted to exclude or limit as a matter of law.

12. General

12.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3 and Section 6 shall continue to be in full force and effect.

12.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

12.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and or subcontractors as though they were its own acts and/or omissions under this Contract.

12.4 *The Customer agrees to indemnify and keep indemnified the Company against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Company and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

12.5 *No waiver by the Company of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

12.6 The Company shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such a delay is due to any Force Majeure events. If the Company is affected by any such event then the time for performance shall be extended for a period equal to the period that such an event or events delayed such performance.

12.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract, This shall not apply to any finance company with whom the Company has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Company's consent, have the right to enforce this Contract as if they were the Company. This Contract is governed by and interpreted in accordance with the law of the country where the Company is located and that country will have exclusive jurisdiction in relation to this Contract. v. 2.