

## CONTRACT HIRE: General Terms and Conditions of Hire

These General Terms and Conditions of Hire apply to the hire of all Equipment and the provision of all Services by Location One Limited to the Hirer. By issuing a purchase order number, making a Hire Request, signing an Account Form and/or taking delivery of the Equipment for hire the Hirer acknowledges and agrees that it shall be bound by these Conditions.

### 1 Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

**Account Form** means the account form(s) completed by and on behalf of each new Hirer which sets out the details of the Hirer; **Conditions** means the terms and conditions of hire set out in this document; **Contract** means a contract for the hire of Equipment and (where applicable) the provision of Services by the Owner to the Hirer incorporating these Conditions, and any Account Form(s), if applicable; **Equipment** means all items to be hired by the Hirer (being equipment, kit, plant, Ground Protection Panels, lighter duty ground guards and/or accessories as applicable which the Owner agrees to be used by the Hirer for the Hire Period); **Ground Protection Panels** means ground protection panels with a minimum weight when clean of 50 kg per panel; **Hire Charges** has the meaning given in clause 6.1; **Hire Period** has the meaning given in clause 3.1; **Hirer** is the person or entity who is hiring the Equipment and/or receiving the Services from the Owner (and includes their successors or personal representatives), and where the Hirer's representative is a contractor or freelancer, such person will be deemed to be acting on behalf of, and authorized by the Hirer; **Installation** means the placing and/or setting up of any Equipment at the Site by the Owner or the Owner's representative following the unloading of the Equipment at the Site (and **Install** and **Installed** shall be construed accordingly); **Owner** means Location One Limited (company number 5949293) (and includes their successors, assigns or personal representatives), being the owner of the Equipment; **Minimum Term** means one week; **Services** means the services to be provided by the Owner under a Contract but excluding the hire of Equipment; and **Site** means the site(s) at which the Hirer wishes to use the Equipment during the Hire Period which may change in accordance with clause 10.5.

1.2 In these Conditions: (a) each reference to **include**, **includes** or **including** or **for example** shall be construed without limitation; (b) a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it except that, as between the parties, no modification, consolidation or re-enactment shall apply for the purposes of these Conditions to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, either party; (c) a reference to a **party** shall mean either the Owner or the Hirer as the context requires and **parties** shall mean both of them; (d) all clause headings and references to them in these Conditions are for identification and indexing purposes only. They shall be deemed not to be part of these Conditions and they shall not affect the construction or interpretation of these Conditions; (e) where the context otherwise requires, words importing the singular meaning shall include the plural meaning and *vice versa*; (f) where the context so admits, words denoting **persons** shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner; (g) a reference to the doing of any act includes any attempt to do so, or to cause or permit any third party to do so, or attempt, the act in question; and (h) **week** shall be any period of 7 consecutive days and **working day** means any day other than Saturday, Sunday or a public holiday in England.

### 2 Application of these Conditions

2.1 The terms and conditions set out in these Conditions alone shall govern and be incorporated in every Contract for the hire of Equipment and/or provision of Services by the Owner. They apply in place of and prevail over any terms or conditions contained or referred

to in any documentation submitted by the Hirer or implied by trade custom, practice or course of dealing.

2.2 On receipt of a request from the Hirer to hire the Equipment (whether by telephone, email or otherwise), the Owner will provide an estimate of hire (**Hire Estimate**), which will also set out the cost of any Services to be provided in relation to the Equipment to be hired, and the Hirer will confirm its acceptance to the Hire Estimate if it wishes the Owner to hire the Equipment and provide the Services (**Hire Request**). The Owner may accept the Hire Request in its discretion and subject to availability of the Equipment. If the Hire Request is accepted, the Owner will confirm the Hire Request by email (**Hire Confirmation**). The Hire Request is accepted and a Contract shall be formed upon issue of the Hire Confirmation by the Owner. The Equipment to be hired and the Services to be provided may be changed prior to the Hire Period in accordance with clause 10.3.

2.3 The Owner requires the Hirer to provide the Owner with a purchase order number prior to delivery of the Equipment and in any event no later than 5 working days thereafter. The Hirer may also be required to complete and sign one or more of the Account Forms. In each case, the failure of the Hirer to provide a purchase order number or sign one or more of the Account Forms shall not affect the validity of these Conditions which shall apply in full.

2.4 When the Hirer makes a Hire Request, issues a purchase order number, signs one or more of the Account Forms or collects or accepts delivery of the Equipment it shall be deemed to accept of these Conditions without exception.

2.5 The Hirer is responsible for ensuring that all information it provides to the Owner in a Hire Request and Account Form(s) is complete and accurate.

2.6 After issuing a Hire Confirmation, the Owner shall hire the Equipment to the Hirer for use at the Site, subject to the terms and conditions of the Contract and subject to it being available at the time required by the Hirer.

2.7 A purchase order number may be treated as a rolling purchase order where Equipment is added to the Equipment hired by the Hirer at the outset, and additional Services are provided, and additional charges as set out in these Conditions may be applied to the same purchase order number unless otherwise agreed with the Hirer.

### 3 Hire Period

3.1 The Hirer will inform the Owner of its anticipated period of hire of the Equipment at the time of the Hire Request, but the period of hire for each item of Equipment shall be no less than the Minimum Term and the Owner agrees that the Hirer may extend the hire period upon request if agreed by the Owner (**Hire Period**). The Hire Period will end when the Equipment is returned to the Owner's control in accordance with clause 5.

3.2 If the Hirer returns the Equipment before the end of the Minimum Term the full Hire Charges for the Hire Period up until the end of the Minimum Term will apply.

3.3 Subject to clause 7.6, the Hirer may cancel any Contract up to 24 hours before planned delivery of the Equipment, any cancellation after that time will incur Hire Charges for the Minimum Term. Any delay to the Hire Period communicated less than 24 hours before the date set out in the Hire Confirmation will result in Hire Charges for the Minimum Term from the date set out in the Hire Confirmation being payable (subject to the discretion of the Owner).

### 4 Equipment Delivery

4.1 The Owner will deliver the Equipment to the Hirer at the Site on or around the date set out in the Hire Confirmation, but any delivery date is an estimate only and the Owner is not liable for any failure to deliver on a particular date or dates. Alternatively the Hirer may collect the

- Equipment from the Owner's premises provided that it has pre-booked a time slot to do so.
- 4.2 The Hirer shall make sure that it appoints an authorised representative to be present for, and accept the delivery of, the Equipment. The Equipment shall be deemed to be in good order, properly Installed (where the Owner has agreed to install such Equipment) and correspond with the Contract unless the Hirer notifies the Owner to the contrary within 24 hours of delivery.
- 4.3 If the Owner attempts to deliver Equipment to the Site and an authorised representative of the Hirer is not available to receive the Equipment, or an authorised representative of the Hirer opts not to receive some or all of the Equipment for any reason, the Owner may: (i) leave the Equipment on Site and at the Hirer's risk or (ii) abort delivery and charge the Hirer for all costs incurred in the failed delivery including the Hire Charges from the date of attempted delivery. The Owner will use reasonable efforts to arrange another suitable delivery date or make available the Equipment for collection by the Hirer, but if the Hirer fails to take delivery of, or collect the Equipment within a period of 10 working days from notice by the Owner of attempted delivery, the Owner shall be entitled to terminate the Contract and charge the Hirer for the sums set out in this clause 4.3.
- 4.4 Where the Hirer collects and/or returns the Equipment from and/or to the Owner's premises, the Hirer is responsible for unloading and loading the Equipment at the Site and the Owner's premises (as applicable), and any driver or operator supplied by the Owner shall be deemed to be under the Hirer's control for unloading/loading purposes.
- 4.5 Should any delivery vehicle utilised by the Owner be required to leave the public highway for the purpose of delivery or collection of Equipment, then the Hirer shall be responsible for all injury, loss and damage, howsoever caused, whether negligently, or otherwise, to the Owner's vehicle, employee, Equipment, the Site and anything on, beneath or affixed to the Site, arising out of or connected to such vehicle leaving the public highway, and the Hirer shall fully and effectually indemnify the Owner on demand against any and all such injury, loss and damage provided that nothing in this clause shall exclude or limit the liability of the Owner for death or personal injury caused as a result of the negligence of the Owner or its representatives.
- 4.6 Should any vehicle utilised by the Owner for the purpose of delivery or collection of Equipment to or from the Site encounter any rough or soft ground, access restrictions, obstructions or otherwise prior to reaching the position at which the Equipment is to be delivered, set-out, Installed or recovered, then the Hirer shall be responsible for making good the access so as to ensure that the vehicle can enter and/or leave the Site and the Hirer will be liable for the cost of any damage to the vehicle, howsoever caused along with any aborted delivery or waiting time charges or other loss.
- 4.7 The Hirer shall provide at the request of the Owner, and at the Hirer's cost, any plant, materials or labour, which may be required to assist in the preparation of the ground at the Site and the delivery and/or recovery of the Equipment, and any such plant, materials or labour shall be provided to the satisfaction of the Owner.
- 4.8 The cost of any crange, materials or labour provided by the Hirer shall be borne by the Hirer.
- 4.9 Where the Owner's representative determines in their sole opinion that the ground, weather or other conditions at the Site make it unsafe to unload or reload Equipment, such representative shall not be obliged to unload or reload such Equipment until such time as the representative determines in their sole opinion that conditions have improved to the extent necessary to allow safe loading or unloading (as the case may be). The Hirer shall be liable to continue to pay the Hire Charges (including any arrears of Hire Charges) during any delay in loading or unloading pursuant to this clause 4.9 until such time as the Equipment is returned to the Owner in accordance with clause 5.
- 4.10 Where the Owner agrees to deliver and/or collect the Equipment to and/or from the Site, the Owner shall load and unload such Equipment. Where the Hirer or the Hirer's representatives assist or attempt to assist with the loading and/or unloading of Equipment, the Hirer shall be responsible for all acts and omissions of the Hirer and the Hirer's representatives in respect of the same, and the Owner shall have no liability whatsoever where the Hirer or the Hirer's representatives load or unload, or attempt to load or unload, any Equipment.
- 4.11 Notwithstanding the provisions of clause 4.10, where the Owner delivers or collects Equipment which requires the use of mechanical handling equipment (MHE) in order to safely load and/or unload such Equipment, such Equipment must be loaded and unloaded only by the Owner's representative. The Hirer and the Hirer's representatives must not load or unload, or attempt to load or unload, such Equipment, or use or attempt to use MHE belonging to or under the control of the Owner or a Third Party Provider. The Owner shall have no liability whatsoever where the Hirer or the Hirer's representatives load or unload, or attempt to load or unload, Equipment which requires the use of MHE in order to safely load and/or unload such Equipment, or use or attempt to use MHE belonging to or under the control of the Owner or a Third Party Provider.
- 4.12 Other than in relation to Equipment which the Owner has agreed in writing to Install, the Owner will deliver Equipment to one location at the Site only. The Owner may charge additional fees for distributing Equipment to more than one location at the Site.
- ## 5 Equipment Return and Off-Hire
- 5.1 To return the Equipment the Hirer must either: (i) return the Equipment during its normal business hours to the Owner's premises; or (ii) contact the Owner to arrange for collection of the Equipment and make such Equipment available for collection. In each case, the return of the Equipment will take effect when handed to the Owner's representative.
- 5.2 If the Owner is collecting the Equipment, the Hirer must ensure that the Equipment (other than Equipment which has been Installed by the Owner) is collated in one place which is easily accessible for collection by the Owner (and, for example, not stuck in soft ground). The Owner may charge additional fees for collecting Equipment which is dispersed across the Site or is not otherwise easily accessible for collection. Any missing Equipment will be deemed lost by the Hirer unless returned to the Owner within 5 days.
- 5.3 If the Owner attempts to collect Equipment from the Hirer at the Site when the Hirer has informed the Owner it is ready for collection and the Equipment cannot be collected for any reason the Owner reserves the right to charge the Hirer for all costs incurred in the failed collection, including waiting time and the Hire Charges up until collection or return is made. The Owner will use reasonable efforts to arrange another suitable collection date, or the Hirer can deliver the Equipment (excluding Ground Protection Panels, which may only be delivered to the Owner with the Owner's prior written consent) to the Owner's premises during normal business hours.
- 5.4 The Hirer shall return the Equipment in the same condition as was delivered (fair wear and tear excepted). If the Hirer fails to return the Equipment in this condition and the Equipment is (in the Owner's reasonable opinion) economical to repair, the Owner shall be entitled to charge the Hirer the cost of repair plus Hire Charges for the repair period. If the Equipment cannot be economically repaired the Hirer will be liable to pay the full replacement value of such Equipment (based on the then current manufacturer's list price).
- 5.5 The Hirer must ensure that it returns the same Equipment to the Owner as hired to it. If the Hirer attempts to return kit or equipment which is owned by a third party the Hirer must promptly locate the Hirer's Equipment and swap it for the kit or equipment purported to be returned by the Hirer. The Owner will not be liable for any kit or equipment returned to it in error by the Hirer and it will be at the Hirer's cost and expense to collect and dispose of such kit or

- equipment. The Hirer will be liable to pay the Hire Charges until the proper Equipment is returned.
- 5.6 If the Hirer fails to return the Equipment for any reason (including due to theft or loss of the Equipment) the Hirer will be liable to pay the Owner the full replacement value in accordance with clause 12.3.
- 5.7 If, upon return of Equipment the Equipment is in an unacceptably dirty or unusable condition, the Hirer shall be responsible for the costs associated with the repair and/or cleaning of the Equipment.
- 5.8 Where a Hirer notifies the Owner that it wishes to off-hire the Equipment, this can only be accepted where either: (i) the Equipment is returned to the Owner's depot during a time slot pre-booked with the Owner (and, in the case of Ground Protection Panels, the Owner has provided written consent for the Hirer to return such Ground Protection Panels); or (ii) the Hirer confirms in writing to the Owner that it wishes to off-hire the Equipment and request that the Owner collect it. Subject to clause 12.3, the Equipment will only be deemed to be off-hired when all Equipment is returned or collected and the Hire Charges will continue to be payable until the point at which the Owner comes into possession of the Equipment.
- 5.9 The Hirer is responsible for ensuring that all receipts for Equipment returned by it are countersigned by a representative of the Owner. Notwithstanding the foregoing, in the event that the Hirer is not present at the time of delivery or collection of the Equipment (as applicable), or if health and safety protocols or otherwise prevents the Hirer from countersigning the receipt, the Owner's delivery and/or collection notes (as applicable) shall be deemed conclusive evidence of such delivery and/or collection.
- 5.10 The Hirer acknowledges and agrees that Equipment may be recovered from the Site and returned to the Owner's premises or other location unexamined. Full inspection will be made at the Owner's premises or other location and details of any missing, dirty or damaged Equipment will be notified to the Hirer and the provisions of clauses 5.4, 5.5, 5.6 and 5.7 will apply.
- ## 6 Charges and Payment
- 6.1 The Hirer shall pay to the Owner a weekly contract hire rate for the hire of the Equipment for the Hire Period (subject to the Minimum Term). If the Hire Period goes over any period of a week, the Hirer shall charge a day rate up to 2 days of the following week, after which the full weekly charge will be due (**Hire Charges**).
- 6.2 The Hirer shall pay to the Owner the charges for Services as set out in the Hire Estimate (**Services Charges**).
- 6.3 In addition to the Hire Charges and the Services Charges, the Owner shall also be entitled to charge the Hirer for delivery and collection of the Equipment (as applicable), for any additional equipment hire and/or services, and for any other charges as set out in these Conditions at its then current rates, or otherwise for any other services in accordance with the Owner's price list.
- 6.4 All amounts invoiced to the Hirer under these Conditions are due for immediate payment on receipt of the invoice.
- 6.5 If the Hirer requires any spares or consumable parts for use of the Equipment, these will be charged at the applicable current prices or an agreed estimate thereof.
- 6.6 All Hire Charges, Services Charges and other sums payable under the Contract are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 6.7 All payments to be made by the Hirer under a Contract shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever (other than as required by law).
- 6.8 If the Hirer fails to pay any sums payable by the due date for payment under a Contract then, without limiting the Owner's rights: (a) the Hirer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment. The interest shall be paid at the rate of 8% per annum above the base rate from time to time of Lloyds Bank and at 8% per annum for any period when that base rate is below 0%; and/or (b) the Owner may terminate the Contract and recover the Equipment without notice. The Hirer is responsible for payment of the remainder of the Contract in full and any reasonable associated costs the Owner incurs in recovering the Equipment.
- 6.9 Disputed invoices or part thereof must be notified to the Owner not more than 7 days after receipt.
- 6.10 The Owner shall be entitled to increase its Services Charges and/or the weekly rate and day rate of its Hire Charges upon 30 days' prior notice to the Hirer.
- 6.11 Any extension of credit allowed to the Hirer may be changed or withdrawn at any time and if, in the opinion of the Owner, the credit-worthiness of the Hirer deteriorates before or during the Hire Period, the Owner may require full or partial payment of the Hire Charges and/or the Services Charges prior to delivery or the provision of security for payment by the Hirer in a form acceptable to the Owner.
- 6.12 The Owner reserves the right to charge a minimum late payment charge of £25 + VAT (in addition to interest in accordance with clause 6.8) to be applied to each invoice that is overdue, per month overdue. The Owner reserves the right to charge all legal costs, expenses or any other losses (whether consequential or otherwise) incurred by the Owner in connection with overdue monies or equipment or any other breach by the Hirer of these Conditions.
- ## 7 Installation of Equipment
- 7.1 Unless otherwise agreed in writing between the parties, the Owner shall not be required to Install the Equipment or any part thereof.
- 7.2 Notwithstanding the provisions of clause 4.10, clause 4.11 and clause 7.1, the Owner shall load, unload, Install, remove and (where agreed in writing between the parties) relocate all Ground Protection Panels delivered by the Owner to the Site. The Hirer shall not load, unload, Install, remove or relocate any Ground Protection Panels delivered to the Site without the prior written consent of the Owner, and the Owner shall have no liability whatsoever where the Hirer or the Hirer's representatives load, unload, Install, remove or relocate, or attempt to load, unload, Install, remove or relocate, any Ground Protection Panels.
- 7.3 Prior to the Installation or delivery of Equipment, the Owner reserves the right to visit the Site on one or more occasions by providing reasonable notice to the Hirer, which shall use its reasonable endeavours to make a representative of the Hirer available to accompany the Owner on such a visit. The purpose of each such visit shall be to assess the suitability of the Site for the use of the Equipment, to confirm the layout required for the Equipment, and to assess the access route to the Site. On each such visit, the Owner's representative may prepare a site plan (**Site Plan**) detailing the location of the Site, access to the Site and the layout requirements, which will be tendered to the Hirer for signature to confirm agreement. If this Site Plan is prepared and tendered to the Hirer on-Site, the Hirer must draw any discrepancies to the Owner's representative's attention at the time of that tender, and otherwise within 5 working days of being tendered to the Hirer, and failure to do so or if the Hirer shall have no person on Site to approve the Site Plan (where the Site Plan is prepared and tendered on-Site), the Owner's representative's signature shall be conclusive evidence of the accuracy of the Site Plan.
- 7.4 Where the Owner has issued a Hire Estimate or a Hire Confirmation (or both) prior to conducting an inspection of the Site, the Owner reserves the right to withdraw or amend such Hire Estimate or Hire Confirmation without liability to the Hirer if, in the Owner's sole

opinion, access to the Site and/or the ground, weather or other conditions at the Site are unsuitable for the passage of vehicles or the Installation or removal of Equipment, or if the quantity of Equipment ordered is insufficient for the purposes required. The Owner shall not be under any liability should the Owner decide to proceed with the Contract following a Site inspection and it subsequently transpires that access to the Site and/or the ground, weather or other conditions at the Site are unsuitable, or that the quantity of Equipment ordered is insufficient for the purposes required. The Owner reserves the right to attend the Site at any time during the Hire Period to assess the suitability of the ground, weather or other conditions at the Site for Equipment.

- 7.5 Once Installed, the Hirer must not move, remove or reposition Ground Protection Panels or any other Equipment which has been Installed by the Owner (**Installed Equipment**) without the prior written consent of the Owner.
- 7.6 Notwithstanding the provisions of clause 3.3, where some or all of the Equipment to be hired includes Ground Protection Panels, the Hirer may cancel the Contract up to 5 days before planned delivery of the Equipment, any cancellation after that time will incur Hire Charges for the Minimum Term and all associated delivery and Installation charges. Any delay to the Hire Period communicated less than 5 days before the date set out in the Hire Confirmation will, in cases where the Equipment to be hired includes Ground Protection Panels, result in Hire Charges for the Minimum Term from the date set out in the Hire Confirmation and all associated delivery and Installation charges being payable by the Hirer (subject to the discretion of the Owner).
- 7.7 The Hirer must satisfy itself that all electrical Equipment is correctly and safely installed, notwithstanding when Installation is undertaken by the Owner.

**8 General Use and Maintenance of Equipment**

- 8.1 During the Hire Period, the Hirer is responsible for:
  - 8.1.1 the safekeeping of the Equipment and ensuring it is only used in a workmanlike manner within the manufacturer’s rated capacity and in accordance with any instructions, policies and procedures notified to the Hirer by the Owner from time to time;
  - 8.1.2 if the Equipment is to be installed, assembled, erected or similar by the Hirer, the Hirer shall be solely responsible for the safety of the same and ensuring that it is compliant with any instructions of the manufacturer, health and safety guidance, applicable laws and regulations relating to the same, and maintaining such safety for the entirety of the Hire Period including when Equipment is dismantled, moved or re-located;
  - 8.1.3 if the Hirer uses a third party to provide any services in respect of the actions described in clause 8.1.2, the Hirer is solely responsible (as between the Hirer and the Owner) for the selection and use of the third party and for any loss or damage to such third party in connection with the supply or provision of such services, or any breach of the Contract by such a third party;
  - 8.1.4 ensuring that the Equipment is used properly and safely in a suitable environment used only for the purposes for which it is designed, and operated in a proper manner by skilled, trained and competent personnel;
  - 8.1.5 monitoring the state and condition of the Equipment regularly and its use and safety during the Hire Period. If the Equipment is used in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom;
  - 8.1.6 keeping the Equipment clean and tidy and storing it in appropriate conditions when not in use. The Hirer shall return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning Equipment in accordance with clause 5.7;

- 8.1.7 keeping the Owner fully informed of all material matters relating to the Equipment and at all times keep the Equipment in the possession or control of the Hirer and keep the Owner informed of its location;
- 8.1.8 not, without the prior written consent of the Owner, parting with control of (including for the purposes of repair or maintenance), sell or offer for sale, sub-hire, cross-hire, underlet or lend the Equipment to any other person or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 8.1.9 not attaching the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;
- 8.1.10 not suffering or permitting the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process; and
- 8.1.11 compliance with all applicable laws and regulations regarding the use of the Equipment, including but not limited to Regulations under the Factories Acts, and observance of the Road Traffic Acts should they apply.
- 8.2 The Hirer shall at all reasonable times allow the Owner to have access to the Equipment to inspect, test, adjust, repair, service or replace the same if notified to do so by the Hirer. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer. Any loss or damage to the Equipment discovered by the Owner during an inspection will be replaced/repared and charges invoiced accordingly.

**9 Breakdown or Other Stoppages**

- 9.1 Any breakdown or the unsatisfactory working of any part of the Equipment or any safety concern must be notified immediately to the Owner. The Hirer shall cease use of all such Equipment until inspected by the Owner and repaired, replaced or cleared for use. The Hirer shall store the Equipment safely and with appropriate notices for it not to be used pending inspection by the Owner. The Owner shall attend the Site of the Equipment at the Hirer’s request within a reasonable period.
- 9.2 The Hirer shall be responsible for all expenses involved with and arising from any breakdown, total loss or damage from misuse of the Equipment, whether by the Hirer or its personnel, and for the payment of the Hire Charges during the period the Equipment is necessarily idle due to such breakdown, loss or damage.
- 9.3 Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless authorised in writing by the Owner. No allowance for Hire Charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been authorised in writing by the Owner.
- 9.4 Under no circumstances shall the Hirer modify or attempt to modify the Equipment unless authorised in writing by the Owner.
- 9.5 The Owner shall have no liability whatsoever for: (i) any indirect or consequential loss or damage due to or arising from the breakdown or stoppage of the Equipment through any cause whatsoever; (ii) non-use arising from accident or breakdown during loading, unloading, or transport of the Equipment; (iii) any other periods of non-use or for stoppages of the Equipment, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any machine from soft ground.
- 9.6 The Owner reserves the right to charge for waiting time at its current rates in the event that the Hirer has requested the Owner to attend the Equipment and the Hirer has failed to make a representative available at the agreed time.

9.7 In the event that the ground, weather or other conditions at the Site deteriorate to the extent that, in the sole opinion of the Owner's representative, the Equipment can no longer be safely used, the Owner reserves the right to suspend use of the Equipment for whatever period it thinks necessary. The Hirer shall be liable to continue to pay the Hire Charges (including any arrears of Hire Charges) until the Equipment is returned to the Owner in accordance with clause 5.

## 10 Suitability, Changing Equipment and Change of Site

10.1 The Hirer agrees that it has selected the Equipment for its own purposes and has satisfied itself that the Equipment is suitable for the purposes for which it intends to use the Equipment.

10.2 The Hirer is hiring the Equipment in the course of carrying on its business and for no other purposes whatsoever.

10.3 If the Hirer requests a change to the Equipment and/or Services before or during the Hire Period, the Owner will accommodate any such request at its sole discretion subject to availability and to any changes to the Hire Charges and/or the Services Charges (as applicable).

10.4 The Minimum Term will apply to each new piece of Equipment (including Equipment which is off-hired and then re-hired under a Contract).

10.5 Subject to clause 7.5, the Hirer may move the Site at which the Equipment is located, or split the Equipment between multiple Sites, provided that the Hirer keeps the Owner informed about the location of the Equipment and the Equipment must not be taken outside of the UK or other designated area as notified by the Owner without the Owner's prior written consent.

## 11 Liability

11.1 Without prejudice to clause 11.3, the Owner's maximum aggregate liability arising out of or in connection with the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed a sum equivalent to the Hire Charges paid by the Hirer under the relevant Contract in the previous 4 week period.

11.2 Without prejudice to clause 11.3, the Owner shall not be liable under the Contract for any: (i) loss of profit; (ii) loss of revenue; (iii) loss of anticipated savings; (iv) loss of use, business or business opportunities; (v) loss of goodwill or reputation; (vi) indirect or consequential loss or damage; or (vii) loss or damage caused to or suffered by any third party (including any described in clause 8.1.3) in each case, however caused, even if foreseeable.

11.3 Nothing in these Conditions shall exclude or in any way limit the Owner's liability for death or personal injury caused by its own negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by law.

11.4 The Owner warrants to the Hirer that the Services will be provided using reasonable care and skill.

11.5 These Conditions set forth the full extent of the Owner's obligations and liabilities in respect of the Services and the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Equipment and/or the Services which might otherwise be implied into or incorporated within these Conditions, whether by statute, common law or otherwise, is expressly excluded to the fullest extent permitted by law.

## 12 Hirer's Responsibility for Loss and Damage

12.1 If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner in writing (including by email), and in respect of any claim the Hirer shall not make any admission, offer, promise of payment or indemnity which binds the Owner without the Owners consent in writing.

12.2 During the Hire Period the Hirer shall make good to the Owner all loss or damage to the Equipment from whatever cause the same may arise (fair wear and tear excepted).

12.3 If the Equipment is lost or stolen or it is otherwise not returned when the termination of the Hire Period is requested by the Hirer, the Hire Period will be deemed to end when the Hirer pays the Owner the full replacement value of such Equipment (based on the then current manufacturer's list price). Until such amount is paid in full the Hirer will continue to incur Hire Charges in respect of such unreturned Equipment.

12.4 The Hirer shall indemnify the Owner from and against all damages, losses, liabilities, claims, actions, penalties, costs, expenses, fines, proceedings, demands and charges suffered or incurred by the Owner due to: (i) the loss of or damage to the Equipment; (ii) the loss of or damage to any property (whether the Hirer's or a third party's) caused by the Hirer or any person operating or using the Equipment at the Hirer's direction or on the Hirer's behalf; (iii) any harm or injury to or death of any individuals caused by the Hirer or any person operating or using the Equipment at the Hirer's direction or on the Hirer's behalf (including those described in clause 8.1.3); (iv) any misuse of the Equipment or any breaches of the Hirer's obligations in clause 7 and/or clause 8; (v) any breach by the Hirer of any applicable laws or regulations; (vi) any claims brought against the Owner by any third party arising out of, or in connection with, the Contract, or use by the Hirer (or any person on the Hirer's behalf) of the Equipment; or (vii) any loss or damage caused to any Third Party Provider in accordance with clause 16.

## 13 Termination

13.1 The Owner may, without prejudice to any other right or remedy which may be available to it, terminate the Contract immediately by written notice to the Hirer if:

13.1.1 the Hirer: (a) defaults in any of its payment obligations; or (b) commits a material breach of the Contract which breach is irremediable, or which breach (if remediable) is not remedied within ten working days after the service of written notice from the Owner requiring it to do so;

13.1.2 the Hirer: (a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (c) applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver; or (d) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

13.1.3 (a) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer; or an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer; (b) a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer; (c) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a

distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days; or (d) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.2 Upon termination of a Contract, however caused:

13.2.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Hirer shall immediately return all Equipment to the Owner and in the event of a failure to do so, the Owner may, by its authorised representatives, without notice and at the Hirer'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 the Hirer shall assist the Owner in gaining access to such Site or premises if requested to do so by the Owner. If for any reason the Hirer fails to return the Equipment and the Owner is unable to recover the Equipment within 30 days of termination, the Owner shall be entitled to charge the Hirer for the full replacement value of the Equipment (based on the then current manufacturer's list price); and

13.2.2 without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand all charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 6.8 and any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs). The Owner may at its discretion charge all Hire Charges and Services Charges for the remainder of the Hire Period.

13.3 Upon termination of a Contract pursuant to clause 13.1, or any other repudiation of the Contract by the Hirer which is accepted by the Owner, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Hire Charges and Services Charges that would (but for the termination) have been payable if the Contract had continued until the end of the Hire Period.

13.4 Termination of a Contract shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

#### 14 Title, Risk and Insurance

14.1 The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

14.2 The Hirer shall not remove any plate or mark on the Equipment identifying that it is the Owner's property.

14.3 The Hirer shall not sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment unless required by law or Government requisition and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a result of any failure to comply with this clause.

14.4 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery. The Equipment shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Hirer until such time as the Equipment is returned to the Owner. During this time, the Hirer 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.

14.5 All insurance policies procured by the Hirer shall be endorsed to provide the Owner with at least 28 days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Owner's request

name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

14.6 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Hirer's possession or use of the Equipment.

14.7 The Hirer shall, on demand, supply copies of the relevant insurance policies (including hired-in plant cover) or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

14.8 The Hirer agrees that the Owner may contact the Hirer's insurers direct in the event that the Hirer fails to notify their insurers of any loss or damage to the Equipment or the Hirer becomes insolvent, in which case the Owner shall be entitled to claim against the Hirer's policy as a third party.

14.9 The Owner reserves the right to embed discrete tracker units to the Equipment at the Owner's cost. Should the tracker be activated by notification, and through the endeavours of the Owner the Equipment recovered, there is a standard and automatic recovery fee of £1,000 + VAT payable by the Hirer.

14.10 If required by the Owner, the Hirer shall provide 24-hour security patrols at the Site, in addition to the insurance cover required pursuant to clause 14.4, at the Hirer's cost and to the Owner's satisfaction.

#### 15 Force Majeure

15.1 Neither party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract (other than payment obligations) if such delay or failure results from events, circumstances or causes beyond its reasonable control (which includes any period of full or partial shutdown of the Hirer or Owner). Subject to clause 15.215.1, in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been so delayed or failed to be performed. If the period of delay or non-performance continues for 30 days the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

15.2 During any period described in clause 15.1: (i) the Hirer shall continue to be responsible for the safekeeping of any Equipment in its possession or control; (ii) the Hirer shall be liable to continue to pay the Hire Charges (including any arrears of Hire Charges) and the Services Charges until the Equipment is returned to the Owner in accordance with clause 5; (iii) no refunds shall be made of Hire Charges or Services Charges already paid by the Hirer but, where appropriate, the Owner may re-arrange the Hire Period or extend the Hire Period.

#### 16 Specialist Equipment and Services provided by Third Parties

16.1 The Owner may at its absolute discretion use third party suppliers or sub-contractors to provide Equipment or services in relation to the Equipment under the Contract, including in relation to specialist equipment such as marquees (**Third Party Providers**).

16.2 Where the Owner uses any Third Party Provider to supply Equipment and related services under a Contract, the Hirer shall, unless prevented by applicable law: (a) be liable to the Third Party Provider directly if any breach of the Contract by the Hirer causes loss or damage to the Third Party Provider or its personnel or Equipment; and (b) bring any claims for loss or damage to the Hirer caused by any Third Party Provider or their personnel or Equipment directly against such Third Party Provider.

16.3 The Owner shall have no liability whatsoever for the acts and omissions of Third Party Providers.

## 17 General

17.1 The Owner reserves the right to assign or subcontract any or all of its rights and obligations under the Contract. The Hirer may not without the Owner's prior written consent assign, transfer, charge, dispose of, deal with or subcontract of any rights or obligations under the Contract.

17.2 The Contract (comprising these Conditions (and the document referred to herein) contains the entire agreement and understanding between the parties, and supersedes any and all prior agreements, arrangements, statements and understandings, and the Hirer acknowledges that it has not relied on any representations, statements or warranties except as set out in these Conditions, and the Owner accepts no liability for any such statement made prior to the commencement of the Contract. Nothing in the Contract shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

17.3 In consideration of the provision of services by the Owner pursuant to the Contract, the Hirer grants to the Owner the irrevocable right to take photographic images and/or video recordings of the Equipment in situ at the Site for use by the Owner for promotional purposes.

17.4 If any part of the Contract shall be held to be invalid or unenforceable, it shall not affect the enforceability of any of the remaining provisions.

17.5 Any notice to be given by either party to the other under a Contract must be in writing (which shall for this purpose include e-mail) and addressed to that other party at its registered office or principal place of business or such other address or electronic mail address as may have been notified for these purposes. Notices shall be delivered personally, sent by first class post or by e-mail. A notice is deemed to have been received if sent by prepaid first class post, on the second working day after posting (excluding the day of posting). Any notice sent by e-mail will be effective only when actually received in readable form and service shall be deemed to be effected on the same day it is sent. In proving service of the notice, it shall be sufficient to show that delivery by hand was made, that the envelope containing the notice was properly addressed and posted as a first class pre-paid letter or to prove that the e-mail was correctly addressed.

17.6 Failure or delay by the Owner enforcing an obligation or exercising a right under the Contract does not constitute a waiver of that obligation or right.

17.7 The Owner shall not be liable to the Hirer, nor in breach of the Contract, as a result of the Owner failing to perform its obligations to the Hirer as a result of any matters outside its reasonable control.

17.8 Nothing in a Contract or any arrangement contemplated by it shall constitute either party as a partner, agent, fiduciary or employee of the other party.

17.9 An amendment to a Contract or these Conditions is ineffective unless it is in writing, expressly purports to amend the Contract or these Conditions and is executed by both parties.

17.10 Each party shall do all things that the other may require (acting reasonably) in order to give effect to the terms of the Contract.

17.11 These Conditions do not confer any rights on any person or party (other than the Hirer or the Owner) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.12 These Conditions shall be governed by and in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts (including any disputes).