TERMS AND CONDITIONS OF HIRE

1. Interpretation

1.1 In these Terms and Conditions:

Business Day	any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom;
Contract	the contract between The Supplier and the Hirer for the hire of the Equipment in accordance with these Terms and Conditions;
Date of Delivery	means the date for Delivery of the Equipment being the Hire Period; hire start date as set out on the Order Summary;
Delivery	the transfer of possession of the Equipment from The Supplier to the Hirer and *Deliver* shall be interpreted accordingly;
Equipment	equipment or accessories to be supplied by The Supplier to the Hirer as set out in the Order Summary schedule of all equipment hired.
Force Majeure Event	An event beyond the reasonable control of the Supplier including, but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law, law enforcement officer or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, terrorism or default of suppliers or subcontractors (including but not limited to any contractor engaged to deliver the Goods);
The Supplier	the owners of the equipment as detailed on the Order Summary
Hire Charges	the charges for the hire of the Equipment as set out on the Order Summary;
Hire Period	the period of hire of the Equipment as set out on the Order Summary hire start date and Hire End Date;
Hirer	the hirer of the Equipment as set out on the Order Summary;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, moral 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;
Order Summary	the Order Summary form detailing the hire of the Equipment, as set out in the Hirer's procurement order form or the Hirer's written acceptance of The Supplier' quotation or The Suppliers order summary (as the case may be);
Place of Delivery	site address for use and delivery of the Equipment as set out in the Order Summary;
Place of Use	the site address for use and delivery unless otherwise stated in the Order Summary;
Purpose	As detailed on the Order Summary;
Terms and Conditions	these terms and conditions as amended from time to time in accordance with clause 17.

1.2 In these Terms and Conditions (except where the context otherwise requires):

1.2.1 any reference to a clause is to the relevant clause of these Terms and Conditions;

1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

1.2.5 any reference to a statute, statutory provision or subordinate legislation (Legislation) shall (except where the context otherwise requires) be construed as referring to:

1.2.5.1 such Legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such Legislation; and

1.2.5.2 any former Legislation which it re-enacts, consolidates or enacts in rewritten form; provided that in the case of those matters which fall within clause

1.2.5.1, as between the parties, no such amendment or modification shall apply for the purposes of these Terms and Conditions to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

2. Hire of the Equipment

2.1 The Hirer agrees to hire the Equipment and The Supplier agrees to supply the Equipment to the Hirer for the Hire Period, subject to these Terms and Conditions.

2.2 The Order Summary constitutes an offer by the Hirer to hire the Equipment for the intended purpose from The Supplier in accordance with these Terms and Conditions.

2.3 The Order shall only be deemed to be accepted when The Supplier issues the signed Order Summary at which point and on which date the Contract shall come into existence. The Supplier is under no liability for any order received until the Supplier has deemed it to be accepted.

2.4 The Contract constitutes the entire agreement between the parties. The Hirer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by The Supplier and any descriptions or illustrations contained in The Supplier' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them and they shall not form part of the Contract or any other contract between the Hirer and The Supplier for the hire of the Equipment.

2.5 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 The Equipment will be supplied on a "supply only" basis for the intended purpose as set out on the Order Summary.

2.7 Cancellation can only be effected with the Suppliers written consent and on terms which indemnify the Supplier against all loss.

2.8 By placing an order with The Supplier, the Hirer confirms it has all the required Registration(s), Consent(s) and Permit(s) and it satisfies the relevant legislation for the acceptance of and the intended purpose of the equipment.

3. Delivery

3.1 Delivery of the Equipment shall take place on the Hire Start date at the site address for use as detailed on the Order Summary.

3.2 Delivery charges shall apply and shall be as set out in Order Summary. The Supplier reserves the right to charge the Hirer for additional Delivery costs in the event that:

3.2.1 the Hiire Start date is changed or cancelled by the Hirer for any reason;

3.2.2 The Supplier is unable to Deliver the Equipment on the Hire Start date as a result of access to the site address being denied or unavailable for any reason; or

3.2.3 the site of Delivery is unsuitable for the delivery of the Equipment (as determined by The Supplier) including, but not limited to by reason of it being unclean or not suitable for the Delivery of the Equipment.

3.3 In the event that any Equipment is unavailable at the Hire Start date, The Supplier will, at its sole discretion, provide to the Hirer, Equipment of the same or a higher specification either on the Hire Start date or on some later date to be agreed with the Hirer (such agreement not being unreasonably withheld, conditioned or delayed). The Hirer will not be charged by The Supplier in the event that The Supplier incurs extra costs or expenses in supplying or delivering Equipment of the same or a higher specification in accordance with this clause 3.3, due to Equipment listed on the Order Summary not being available.

3.4 The Hirer must check that the Equipment supplied matches the list of Equipment to be delivered and the Hirer must inform The Supplier immediately (and in any event within 3 (three) days of the

date delivery of the Equipment) of any discrepancies or damage to the Equipment delivered. In the event that the list of Equipment does not match that delivered, The Supplier shall, as soon as reasonably practical, replace the Equipment which does not match or which is missing in accordance with clause 3.3. In the event that any Equipment is damaged upon Delivery, The Supplier shall, at its discretion, repair or replace the Equipment.

3.5 Any discrepancies or damage not reported to The Supplier in accordance with 3.4 will be deemed to have occurred after Delivery and the Hirer will be charged for such loss or damage in accordance with these Terms and Conditions

4. Hire Period

4.1 The Hire Period shall commence on the Hire Start date and shall continue for such period as set out in the Order Summary. Either party may terminate the Hire Period at any time upon giving minimum 48 hours' notice in writing to the other to terminate.

4.2 Without prejudice to its other rights under these Terms and Conditions, The Supplier may terminate the Hire Period immediately if:

4.2.1 the Hirer commits a material breach of any of its obligations under these Terms and Conditions and (if such breach is remediable) fails to remedy that breach within 14 (fourteen) days after receipt of notice in writing of the breach; or

4.2.2 the Hirer 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

4.2.3 the Hirer 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

4.2.4 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

4.2.5 a creditor or encumbrancer of the Hirer attaches or takes possession of, or distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days; or

4.2.6 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; or

4.2.7 a floating charge holder over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver; or

4.2.8 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; or

4.2.9 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 4.2.2 to clause 4.2.8 (inclusive); or

4.2.10 the Hirer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

4.3 On the expiration of the Hire Period or on termination of these Terms and Conditions (for whatever reason), the Hirer agrees to deliver up the Equipment in suitable packaging, serviced and maintained and in good repair and working order together with all records, log books, manuals and handbooks to such address as The Supplier shall notify to the Hirer and to allow The Supplier, its nominated agents or representatives access to the Place of Use for the purpose of inspecting and removing the Equipment and, if The Supplier requires, to carry out any servicing, maintenance, repair or other work to The Supplier's Equipment or to discharge any of the Hirer's obligations referred to in these Terms and Condition.

4.4 The minimum Hire Period is one week or part thereof.

4.5 The Hire Period can be extended by the Hirer on the same terms and conditions by written agreement of The Supplier.

4.6 The Hire Period has deemed to have ended once the Supplier has verified the returned equipment is complete and in an acceptable condition. This will not exceed three working days after the Hire End Date detailed in the Order Summary.

5. Payment

5.1 In consideration of the hire of the Equipment, the Hirer agrees to pay to The Supplier the Hire Charges in accordance with these Terms and Conditions.

5.2 Unless otherwise determined by The Supplier, the Hirer shall pay each invoice submitted by The Supplier:

5.2.1 within 30 (thirty) days of the date of the invoice;

5.2.2 in full and in cleared funds to a bank account nominated in writing by The Supplier, and

5.2.3 time for payment shall be of the essence of the Contract.

5.3 Unless otherwise stated, all payments due under these Terms and Conditions shall be exclusive of VAT which shall be payable by the Hirer in addition to the Hire Charges.

5.4 Without limiting any of The Supplier's other right or remedy, if the Hirer fails to make any payment due to The Supplier under the Contract by the due date for payment (Due Date), The Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Bank of England base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.5 The Hirer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Hirer shall not be entitled to assert any credit, set-off or counterclaim against The Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Hirer against any amount payable by The Supplier to the Hirer.

5.6 Unless otherwise stated, invoices will be submitted weekly in arrears, or part thereof, throughout the Hire Period.

6. Use of the Equipment

6.1 The Hirer shall throughout the Hire Period take all reasonable steps to prevent damage to the Equipment and to keep the Equipment in the same condition as at the Hire Start date allowing for fair wear and tear.

6.2 The Hirer undertakes and agrees to:

6.2.1 solely use the equipment for the intended purpose; and

6.22 comply with all instructions provided by The Supplier as to the storage and use of the Equipment and with all laws, regulations and codes of practice relating to the intended purpose of the Equipment;

6.2.3 be responsible for compliance with relevant regulations issued by the Government or local authorities in the Place of Use, relating to the Equipment;

6.2.4 to use the Equipment for the intended purpose in a skilful and proper manner and in accordance with any operating instructions and/or manuals issued for the Equipment from time to time (by The Supplier or otherwise); and

6.2.5 ensure that the Equipment is only operated and used by properly authorised, skilled and trained personnel.

6.3 The Hirer will not:

6.3.1 effect any alteration, modification or addition to the Equipment without The Supplier's prior written consent (which shall be given at The Supplier' sole discretion) and any

alterations, modifications or additions made, whether with or without such consent, shall become part of the Equipment and belong to The Supplier; or

6.3.2 remove or interfere with any identification marks or plates affixed to the Equipment.

6.4 The Hirer shall procure that The Supplier shall, upon The Supplier giving reasonable notice to the Hirer, have access at all times to the Place of Use (or wherever the Equipment may be) to inspect the Equipment.

7. Repairs and Replacements

7.1 Any Equipment damaged during the Hire Period must be notified by the Hirer to The Supplier within 2 (two) days of the damage occurring. The Hirer shall inform The Supplier whether it requires replacement Equipment and, subject to clause 7.2, the Hirer will pay the full replacement cost prior to Delivery of any replacement Equipment provided together with the full costs of delivery.

7.2 The Supplier shall, at its option, repair any damage to the Equipment which occurs during the Hire Period and which is notified to The Supplier in accordance with clause 7.1 and shall charge the cost of such repairs to the Hirer and the Hirer shall pay such cost in accordance with clause 5.2 of the Terms and Conditions.

7.3 If, when the equipment is returned to The Supplier, it is found to be inoperative or not fully functional for any reason, The Supplier reserves the right to charge the full or part cost of the repair and/or refurbishment to the Hirer at the end of the hire period. Genuine parts only will be used for repair.

8. Hirer's Responsibility for Loss, Damage or Injury

8.1 The Hirer shall indemnify and keep indemnified The Supplier from and against all claims by any person whatsoever for injury to any person or property and in respect of all costs, expenses, liabilities, losses, damages, proceedings or legal and professional costs and judgments which The Supplier incurs or suffers in connection with or out of:

8.1.1 the use of the Equipment by the Hirer (including but not limited to, any accidents involving the Equipment); or

8.1.2 the loss of the Equipment or any part of the Equipment from whatever cause during the Hire Period; or

8.1.3 non-compliance or contravention by the Hirer of any law or regulation which applies to the Equipment; or

8.1.4 any breach or default by the Hirer of its obligations under these Terms and Conditions; or

8.1.5 failure or malfunction of the Equipment.

9. Insurance

9.1 The Hirer shall insure the Equipment from the Hire Period start date and keep it insured throughout the Hire Period for not less than the full market value of the Equipment, against all risks on a comprehensive policy without restriction and will produce evidence of such insurance to The Supplier upon request from time to time. If the Equipment is declared a total loss for any reason, by The Supplier acting reasonably, the hire of the Equipment shall, subject to this clause 9.1, terminate and any proceeds of insurance shall be applied at The Supplier' sole discretion towards a replacement of the Equipment and such replacement Equipment will be deemed to be Equipment for the purposes of these Terms and Conditions and the Hirer shall continue to be liable to pay the Hire Charges as if such loss and replacement had not taken place.

9.2 Where requested by The Supplier, the Hirer shall as soon as practical (at the Hirer's expense) assign to The Supplier all of its rights, benefits and claims under the insurance policy maintained in compliance with these Terms and Conditions and irrevocably appoints The Supplier to be its sole agent to receive any moneys payable under such insurance and to negotiate, agree or compromise with the insurers of the Equipment as to the amount payable and to institute proceedings, whether in the Hirer's name or otherwise, against the insurers in relation to any claim against them and to give an effective receipt and discharge to the insurers.

10. Ownership and Possession

10.1 The Hirer acknowledges that the Equipment is, and shall remain, the property of The Supplier and that the Hirer has no rights, title or interest in or to the Equipment other than as Hirer. The Hirer shall not do or permit or cause anything to be done where The Supplier' rights, title or interest in or to the Equipment is or may become prejudiced.

10.2 Save as otherwise set out in these Terms and Conditions, the Hirer shall not sell, offer to sell, assign, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Equipment or any interest in them nor create or allow to be created any lien over the Equipment, whether for repairs or otherwise, and in the event of any breach of this clause 10.2 by the Hirer, the Hire Period shall terminate in accordance with clause 4.2. The Supplier shall be entitled (but shall be under no obligation to) to pay to any third party such sum as is necessary to procure the release of the Equipment from any such charge, encumbrance or lien and shall be entitled to recover this sum in full and on demand from the Hirer immediately and, in any event, the Hirer shall pay to The Supplier the costs of recovering or repossessing the Equipment.

10.3 Save as otherwise set out in these Terms and Conditions, the Equipment shall not be moved from the site address for use without the prior written consent of The Supplier (which shall be given at The Supplier' sole discretion).

10.4 All Intellectual Property Rights in or arising out of or in connection with the Equipment shall be owned by The Supplier.

11. Loss of Equipment

11.1 If the Hirer fails after reasonable notice from The Supplier to permit The Supplier to inspect the Equipment during the Hire Period or if The Supplier is unable to collect the Equipment from the Hirer in accordance with these Terms and Conditions, The Supplier may serve notice on the Hirer that the Equipment is lost and charge the Hirer for it in accordance with clause 11.2.

11.2 If the Hirer fails to return the equipment or fails to make all of the Equipment available for collection by The Supplier after termination of the Hire Period, The Supplier shall charge the Hirer the full market value for any item not returned and such amount shall be payable by the Hirer in accordance with clause 5.2.

12. Limitation of liability

12.1 Nothing in these Terms and Conditions shall limit or exclude The Supplier' liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 any matter in respect of which it would be unlawful for The Supplier to exclude, limit or restrict liability.

12.2 Subject to clause 12.1:

12.2.1 The Supplier shall not be liable to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

12.2.1.1 loss of business; or

12.2.1.2 loss of business opportunity; or

12.2.1.3 depletion of goodwill; or

12.2.1.4 loss of anticipated saving; or

12.2.1.5 loss or corruption of data or information; or

12.2.1.6 special, indirect or consequential damages; or

12.2.1.7 loss of profit; suffered by the Hirer that arises under or in connection with these Terms and Conditions; or

12.2.1.8 Loss of registration, consent or permit or regulatory enforcement.

12.2.2 The Supplier' total liability to the Hirer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the aggregate Hire Charges received by The Supplier as at the date of The Supplier incurring such liability.

12.3 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 The Supplier shall not be liable for any loss or damage, whether direct or indirect, suffered by the Hirer as a result of late Delivery of the Equipment nor for any loss or damage resulting from any hidden defect in the Equipment not discoverable by the exercise of reasonable care and skill on the part of The Supplier.

12.5 This clause 12 shall survive termination of the Contract.

13. Waiver and Remedies

The failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of these Terms and Conditions or of a default under these Terms and Conditions does not constitute a waiver of any other breach or default and shall not affect the other terms of these Terms and Conditions. A waiver of a breach of any of the terms of these Terms and Conditions or of a default under these Terms and Conditions will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by these Terms and Conditions are cumulative and (subject as otherwise provided in these Terms and Conditions) are not exclusive of any rights or remedies provided by law.

14. Force Majeure

14.1 The Supplier shall not be liable to the Hirer as a result of any delay or failure to perform The Supplier' obligations under the Contract as a result of a Force Majeure Event.

14.2 If the Force Majeure Event prevents The Supplier from performing any obligations under the Contract for a continuous period of more than 30 (thirty) days, The Supplier shall, without limiting its other or remedies, have the right to terminate the Contract immediately by giving written notice to the Hirer.

15. No Partnership/Agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16. Assignment

16.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2 The Hirer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without obtaining the prior written consent of The Supplier.

17. Variation

No variation of the Contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. Severance

18.1 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.

18.2 If any provision of these Terms and Conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

19. Notices

19.1 Any notice given under these Terms and Conditions shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address as set out in the Order Summary (or as otherwise notified by that party from time to time). Any such notice shall be deemed to have been received:

19.1.1 if delivered personally, at the time of delivery;

19.1.2 in the case of pre-paid recorded delivery or registered post, 48 (forty eight) hours from the date of posting; and

19.1.3 in the case of registered airmail, 5 (five) days from the date of posting; provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

20. Rights of Third Parties

No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

21. Governing Law and Jurisdiction

21.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim or matter arising out of, under or in connection with the Contract or its subject matter or formation