

These Standard Terms and Conditions apply to all purchases and hires from Autoguide Equipment Ltd

These terms and conditions are split into the following Sections: Section 1 (General) which applies to all sales; Section 2 (Hired Goods) which contains additional provisions applicable to hires; Those clauses and sub clauses marked (*) do not apply to consumers.

1. Definitions

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

“Additional Payment” -means payments falling due to the Company under the terms of the Contract in addition to the Contract Price. “Commencement Date” – means the date the Company will commence the hire/works provided full information/equipment has been supplied by the Customer

“the Company” –means Autoguide Equipment Ltd and will include its employees, servants, agents and or duly appointed representatives “Conditions” - means the provisions set out in this document

“Confidential Information” - means all information designated as such by either party in writing to the other and all such other information which relates to the business, affairs, equipment, developments, trade secrets, know how, personnel, Customers and companies of either party or information which may reasonably be regarded as the confidential information of the disclosing party

“Contract” - means a contract which incorporates these conditions and made between the Customer and the Company for the supply of Hire Goods and/or the purchase of Products and/or services and/or carrying out of the Works including the Estimate/Quotation, Acceptance of Estimate, Specification, and these Conditions together with any further documents identified in the Estimate/Quotation as Specification Documents

“Contract Price” -means the price for the Equipment and/or Works set out in the Estimate/Quotation

Consumer Rights: Rights provided under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.

Cooling-Off Period: The statutory 14-day period during which consumers may cancel their order and return goods for a refund.

“Customer” means the person, firm, company or other organisation purchasing or hiring the goods/works.

“The Customer - means the person for whom the Company has agreed to invoice the goods, and/or the hire of the goods, and/or carry out the works

“Delivery”, if requested as an addition to the order by the Customer, shall mean by best means; charges for palletable goods will be based on an open or curtain sided vehicle, the Customer being responsible for offloading by forklift or other means. Any variation on vehicle is chargeable as additional payment.

“Deposit” means any advance payment required by the Company in relation to the order of Special Machines/Hire Goods/works which is to be held as security by the Company secure the order and/or reserve equipment
Distance Contract: A contract concluded between the Company and the Customer where communication occurs entirely via distance means (e.g., online, email, or phone).“Estimate” -means the Company's written Estimate, being the Company's written guideline of materials and/or labour required based on the information provided by the Customer

“Force Majeure” means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub contractors, lock outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events

“Hire Goods” means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer

“Hire Period” means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) the physical return of the Hire Goods by the Customer into the Company's possession or (ii) the physical repossession or collection of Hire Goods by the Company

“Liability” means liability for any and all damages, claims, proceedings, actions,

awards, expenses, costs, and any other losses and/or liabilities

“Materials” - means the materials set out in the Estimate/Quotation to be supplied to the Customer by the Company. Minimum order is £50 net for supply only.

“the Order” - means the order issued by the Customer to the Company for the supply of Materials and/or carrying out of the Works “Products” means the products sold to the Customer by the Company

“Quotation” - means the Company's written quotation

“Rental” means the Company's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period

“Services” mean the services and/or work (if any) to be performed by the Company for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods

“the Site” - means the premises to which the Materials are to be supplied and/or the Works are to be carried out

“the Specification” - means the specification for the Product/Works

“Working Day” - means Monday to Friday 8.00am until 4.30pm inclusive, excluding Bank and Public holidays in England and Wales “Works” - means the works to be carried out under the Contract including without limitation the procurement and delivery of Materials and Equipment, and where applicable the carrying out of all work/fitting as stated in the Estimate/Quotation and/or Specification. In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

In these Conditions headings will not affect the construction of the Contract.

In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

SECTION 1: GENERAL

0. General

All products are sold and services supplied to these terms and conditions and in so far as they may be excluded all other liabilities, conditions, guarantees, warranties, terms, undertakings and representations, expressed or implied, statutory or otherwise are hereby expressly excluded and unless previously agreed in writing by an authorised officer (i) no verbal, written or other addition hereto or variation or waiver hereof shall be effective and in the event of any conflict or inconsistency between these conditions and the terms of any order or acceptance these conditions shall prevail. The giving of any delivery instructions, the acceptance of or payment for any products or any conduct or confirmation of the transaction hereby contemplated shall constitute unqualified acceptance by the Customer of these conditions.

1. Compliance with Consumer Protection Regulations

Customers purchasing goods or services online are entitled to the rights afforded by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.

Customers acting as consumers (non-business entities) have a statutory right to cancel their order within 14 calendar days of receiving the goods, without providing a reason. This is referred to as the "cooling-off period."

To exercise the right of cancellation, customers must notify the Company via a clear statement (e.g., email or letter) within the cooling-off period. A cancellation form is available upon request.

Customers must return the goods within 14 days of cancellation. The Company will issue a full refund, including standard delivery costs, within 14 days of receiving the returned goods or proof of return, whichever occurs first. Deductions may apply for diminished value resulting from handling beyond what is necessary to establish the goods' nature, characteristics, and functioning.

The cost of returning goods is the responsibility of the customer unless the goods are faulty or not as described.

Certain items, including custom-made or personalized goods, perishable items, and unsealed hygiene products, are exempt from the right to cancel.

The above provisions do not affect statutory rights regarding faulty or misdescribed goods.

2. Validity

Estimates/Quotations/Pro-Formas and offers are open for acceptance within 30 days only from date thereof and are subject to our written confirmation of such acceptance. The right is reserved to withdraw any Estimate/Quotation or offer at any time either verbally or in writing and no liability whatsoever shall be incurred by such withdrawal.

3. Price and estimates

Prices are quoted in Sterling ex-works and are based on the cost of materials, labour, transport, duties, levies, currency exchange rates and statutory obligations ruling at the date of quotation/estimate and if between delivery of all the product there occurs any increase in any of such costs, the price payable may be increased to allow for such variations. We shall be entitled to increase such prices in the event of any error or omission on our part, our servants or agents affecting price or its calculation.

3.2 Where no detailed piling or soil information is available prices set out in this estimate are subject to design.

3.3 An estimate only and is submitted in accordance with verbal conversations and/or information received from

3.4 All quotes and estimates are subject to our full terms and conditions

4. Misrepresentations

We shall be under no liability nor shall the Customer be entitled to any remedy by reason of the Misrepresentation Act 1967 to the extent (if any) that the court or any arbitrator may allow reliance on this provision as being fair and reasonable.

5. Passing of Property

5.1 The property of products shall not pass to the Customer until they have been delivered and the total price therefor and any other payments due to us from the Customer in respect thereof have been made.

5.2 If payment of the total price or other sums is not made on the due date, we shall have the right with or without prior notice at any time to retake possession of the whole or any part of the products (and for that purpose to go upon any premises occupied by the Customer thereof without prejudice to any of our other remedies.

6. Transfer of Risk and Insurance

The risk of the products shall pass to the Customer as follows:

6.1 In all cases where the Company arrange delivery, transfer of risk and insurance will be passed to the Customer when goods have been delivered to the confirmed UK address on the order.

6.2 In all cases where goods are to be collected by the Customer all risk will pass when the products have been collected by the Customer or by anyone acting on behalf of the Customer, or if the Customer fails to collect the products within fourteen days after we have given the Customer written notice that the products are ready for delivery and collection.

7. Acceptance of Order

The Customers order must be accompanied by all information and instructions necessary to enable us to proceed with the execution thereof.

8. Instalments

In the case of an order for delivery and payments for products by instalments, every delivery of products shall be deemed to be the subject matter of a separate contract and failure in delivery or in payment for any one or more of the said instalments shall not, subject to our rights contained in these Conditions, entitle the Customer or us, as the case may be to treat such failure, as a repudiation of any further instalments.

9. Part Deliveries

Where an order is in respect of a number of products (whether the same or different) we reserve the right to despatch all or any number thereof, and the Customer shall accept such deliveries and honour all statements in respect thereof in accordance with the terms and payment set out herein.

10. Damage or Loss in Transit

Packages and products must be examined by the Customer on receipt and notification of damage or breakage must be sent in writing both to ourselves and the carrier thereof within five working days of receipt of the products by

the Customer. In the case either of loss in transit or delay in delivery, notification in writing must be sent to both ourselves and the carrier thereof within fourteen days of the date of the advice note relating to the products. Unexamined signatures shall not relieve the Customer of any liability and we shall not be responsible for any claim if the Customer fails to comply with this condition.

Goods must comply with the Consumer Rights Act 2015. Customers are entitled to repair, replacement, or refund if goods are not as described, of satisfactory quality, or fit for purpose. Claims must be made within 30 days of delivery for a refund, or within six months for repair or replacement.

11. Acceptance of Goods

11.1 *In addition to statutory cancellation rights, customers have 14 days from the date of delivery to notify the Company of any intention to return goods for a full refund or exchange, subject to the following conditions:*

- Goods must be returned in their original condition and packaging.

- No restocking fees will apply for returns made under the statutory 14-day cooling-off period.

Deductions may apply if the returned goods show signs of use beyond what is necessary to inspect their nature, characteristics, or functioning.

Custom-made or personalized goods are non-returnable.

Within the 14 days cooling off period, a full refund will be provide plus standard delivery costs only. If an express delivery option was chosen, only the standard price will be refunded.

11.2 Prior to returning any products, the Customer must telephone the Company to discuss the return and obtain a Returns Number.

11.3 The responsibility for the condition in which the products that are returned, is the customers sole responsibility.

Any items returned in a non-satisfactory condition will be rejected, on the basis of diminished value.

11.4 The Company will refund the price of the item to the Customer (minus any restocking fees and delivery charges) or exchange it as soon as it is received by the warehouse. The Company will raise a credit note if applicable within 14 working days. Restocking Fees: 25% if returned within 14 days of delivery; 50% if returned within 15-29 days of delivery; No credit will be applied if returned after 30 days from delivery.

Any item that has been made as a special item or painted in a custom paint are exempt from our returns policy. These items are prepared specifically to order and are not considered stock lines

11.5 If the Customer hires to install, the Company infers that the Customer is using all reasonable skill and care during that installation and accepts no liability whatsoever for incorrect installation

11.6 If a product is covered under warranty and a service call is required, all costs will be covered by the Company unless the fault is deemed to be due to general upkeep of the product. Charges will then be applicable for the labour, travel and material costs.

12. Terms of Payment

12.1 Payment in full in sterling before delivery in certain cases and always for specialist equipment a 50% deposit is required with the order.

12.2 For approved credit accounts, payment in full within agreed terms. A Credit limitation of 5% will be added to the value of the goods. This may be deducted if payment is made in full by the due date, VAT is charged on the net value of the goods only.

12.3 Export shipment. Payment in full in sterling before delivery. In certain instances, Net cash payable in full by irrevocable divisible letters of credit confirmed by a London Bank payable against onboard Bills of Lading in our favour. The Letter of Credit must provide for partial shipments. All prices are the actual amounts payable to us free of all deductions whatsoever and the Customer is responsible for all tariffs, taxes, import duties, and all other charges and payments which may be levied, charged, assessed, or imposed in respect of the products.

12.4 Punctual payment is the essence of the contract.

12.5 If payment of the price or any part or instalment thereof is not delivered on the due date we shall be entitled to charge interest on the outstanding amount at the rate of 2% per calendar month (and any other costs incurred

in relation to the recovery of any sums outstanding shall be for the Customers' account).

12.6 No deductions shall be made by the Customer in respect of any set-off or counter-claim howsoever arising.

13. Packaging, Insurance and Carriage

For catalogue items, prices quoted exclude packaging insurance, and carriage to mainland UK destinations. Otherwise, delivery shall mean delivery ex-works, all packaging, insurance, and carriage, taxes and duties, shall be for the Customers' account.

14. Value Added Tax

The Customer shall pay to us in addition to the contract price a sum equal to the value added tax chargeable in respect of the value of the supply of products and/or services.

15. Cancellations and Insolvency

15.1 If there is any default in or breach of any Customers obligations hereunder or in any payments due to us under any contract whatsoever, or if any distress, execution or other legal process is levied upon or served against the Customer's property, or if the Customer shall make an offer or make any arrangement or composition or commit any act of bankruptcy or if any petition or receiving order is presented or made against the Customer, or if a company, any resolution or petition to wind the Customer up shall be passed or presented, or if a receiver of all or any of its assets shall be appointed, then (without prejudice to other remedies) in each such case we shall have the right at any time to determine the contract and cancel any outstanding delivery and stop any products in transit and notwithstanding any other provisions, payment in respect of any delivery already made shall be immediately due.

15.2 The cancellation of an order by the Customer shall not be effective without our prior written consent and shall be subject to the payment to us of such a sum as we shall consider reasonable in respect of work done and materials supplied or ordered.

15.3 Where attendance has been booked for training or other purposes, no refunds will be given for cancellations due to any reason (including Covid-19) unless two full working days' notice are given.

16. Force Majeure

Every effort will be made to carry out any contract based on this Estimate/Quotation, but if we are prevented (directly or indirectly) from making delivery of the products or performing or completing any of our obligations hereunder by reason of acts of God, war, strikes, lockouts, trade disputes, or other industrial action, fire, droughts, floods, explosions, breakdowns, interruption of transport, refusal of licence, Government or administrative action, delays in delivery to us or increase in the price of any goods or materials, any statute rule, regulation, order, requisition recommendation or directive of any Government council or other authority or body, or case whatsoever (whether or not of the like nature to these specified above) outside our control, we shall be under no liability whatsoever to the Customer and shall be entitled at our option (to be notified to the Customer in writing) either to cancel the contract whereupon we shall be relieved of all liabilities hereunder or to extend the time of its performance by a period equivalent to that during which performance by us has been prevented by the circumstances herein before referred to.

17. Delivery

We undertake to make every endeavour to adhere to our delivery schedule. Such schedule, is however not guaranteed or to be deemed to be of the essence of the contract and we shall in no case be liable for any delay in delivery or any losses resulting directly or indirectly therefrom howsoever caused and any delay in delivery shall not be sufficient cause for cancellation by the Customer.

18. General Liability

The Company warrants that the goods to be delivered consequent upon his acceptance of the Customer's order are as described in his acknowledgement of good quality and workmanship, and that the Company has title, thereto and the right to sell same, the Company obligation under this warranty shall be limited to replacing without charge, for delivery ex-works, unpacked any part or parts of said goods which prove defective within twelve calendar months from the date on which the original goods shall first have been despatched from the Company's works, and which are carefully packed and returned at the Customer's expense to the Company works, proved that notice of such defects and satisfactory proof thereof is given by the Customer immediately after discovery and provided further that said products shall not have been taxed beyond their normal capacity

and shall in all respects have been operated and maintained in normal and proper manner. The Company's obligation in this respect shall not apply to nor include any of the said products or parts thereof which have been subject to accident, alteration, abuse or misuse. Notwithstanding the foregoing, the Company's liability in respect of Company items e.g. engines, gearboxes, radiators or expendable materials which by their nature or application have an unpredictable life shall not exceed the liability under the warranty by the manufacturer of these articles. Save as in this clause hereinbefore expressed, we shall be under no liability in contract tort or otherwise for any personal consequential or other injury, loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the products of any work in connection therewith including any breach by us, our servants, or agents of any fundamental term or any fundamental breach by us, our servants or agents of any terms of the contract and our liability under this clause shall be in lieu of and to the exclusion of any liability condition, guarantee, warranty term undertaking or representation whether express or implied statutory or otherwise.

19. Suitability

You assume responsibility that products stipulated by you are sufficient and suitable for your purpose.

20. Performance and Drawing etc

All particulars given by us relating to technical performance, dimensions, capacity output, consumption and weight of any products are all illustrations, descriptions, specifications and drawings are given as accurately as possible, but are approximate only and all such materials contained in brochures, catalogues, price lists and other advertising matter is intended merely to present a general idea of our products described therein and none of such material shall form part of the contract and products may vary slightly.

21. Modifications

Every effort is made to ensure that the latest specification and design are available and we reserve the right to incorporate changes in design, construction, composition, materials, arrangement or equipment as we shall think fit without notifying the Customer and to supply products which may not be in strict accordance with the agreed specification.

22. Copyright

We shall retain the exclusive property and reserve the copyright on all documents supplied or produced to you in connection with any contract or tender and it shall be a condition of such a supply or production that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person, firm or Company without our prior written consent. All communication in connection with any contract or intended contract and all arrangements for the inspection of products and/or facilities shall be regarded strictly confidential between us and shall not be divulged to any other person, firm or Company without our prior written consent.

23. Patents

The Customer agrees to indemnify us against all demands, claims, damages, charges, liabilities, costs and expenses which may be incurred or sustained by us by reason of or arising directly or indirectly out of any third party claims or rights or otherwise howsoever in respect of any products manufactured or services supplied in accordance with any specification, design, information, equipment or instruction given by or on behalf of the Customer and whether relating to the infringement of the alleged infringement or a Patent Copyright Registered Design or other protected industrial right or property on otherwise howsoever.

24. Design Rights

24.1 The property in the design of the products covered by the contract shall, subject to any existing rights of any third party in any design or invention incorporated on used in the design of the products remain exclusively our property and neither the Customer nor any other agent, contractor or other person authorised by the Customer, nor any other person, firm or company shall at any time make use of the design or any part.

25. Notices

Any notice required or authorised to be given hereunder, may be given either personally or by post addressed to such other party at its address furnished to the other by written notice and shall be deemed to have been served 48 hours after the same is posted and proof that the envelope containing the notice was

properly addressed and sent by prepaid post shall be sufficient evidence of service.

26. Legal Construction

Nothing in this contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may be subject to determination by the Courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

The contract shall in all respects, be constructed and operate as an English contract and in conformity with English law and products shall not be required to comply with the provision of any other law.

27. Arbitration

Any question, differences or dispute arising under or relating to this contract shall be referred to a single arbitrator to be appointed by the President for the time being of The Institute of Mechanical Engineers, failing whom by the President for the time being of The Institute of Electrical Engineers and in accordance with and subject to the provisions of the Arbitration Act 1889 to 1950 of England or any statutory modification or re-enactment thereof for the time being in force.

28. Waiver

The Company failure to insist upon the strict performance of these conditions shall not be deemed to be a waiver of its rights or remedies in respect of any future default of the Customer in performance or compliance with any of these conditions.

SECTION 2: 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

2.8 Whilst we appreciate every effort is made to ensure the correct information is given by you regarding site and equipment, additional charges may be made if site is not as expected and/or excavator hydraulics require specialist fittings.

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 and 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 and

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 pre-estimate 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 below.

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.

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