

CONDITIONS OF HIRE

1. Interpretation

1.1 In these conditions:

'Clean-Out Certificate' means a certificate to be issued by the Hirer or its agent once all internal and external cleaning satisfactory to the Pool Operator of the Goods has been completed detailing the internal (and external if appropriate) cleaning regime, statement of the cleaning procedure adopted and if there is Damage caused by abuse or improper use a schedule setting out details of that Damage. The clean-out procedure may be assigned to the Pool Operator for an agreed fee.

'Hirer' means the firm, person, corporation or public authority named in the Schedule to this Contract who is hiring the Goods from the Pool Operator and includes their successors and personal representatives and employees.

'Pool Operator' means the person, firm or company hiring the Goods to the Hirer and whose address is specified in the Schedule. Copy of the Schedule can be provided by the Pool Operator on request.

'Wear and Tear' means scrapes and abrasions, which the Pool Operator in his sole opinion deems to be minor. Damage to seals is not classified as wear and tear.

Damage caused by abuse or improper use is not wear and tear and the Pool Operator reserves the right to charge the Hirer for such damage.

2. The Hire

2.1 The hiring of the Goods shall commence on the Commencement Date and shall continue for the Period of the contract or such longer period as agreed between the Parties.

3. Delivery of Goods

3.1 The Hirer must satisfy himself that the Goods are in good working order, repair and condition and that the Goods are not Damaged in any way before accepting delivery of the Goods and the Hirer acknowledges that the Pool Operator relies on the Hirer to inspect the Goods immediately after delivery and to ensure that they are of satisfactory quality. The Hirer must notify the Pool Operator in writing of any Damage or other defect existing at the Commencement of the contract as soon as possible after delivery, but not exceeding three days. The Pool Operator will then endeavor to provide the Hirer with replacement Goods on the date such notification is made.

3.2 The Pool Operator makes no warranty the Goods are suitable for the purpose for which the Hirer may wish to use them and the Hirer acknowledges that it uses the Goods entirely at its own risk.

3.3 Any time estimate or dates quoted for delivery are approximate only and the Pool Operator shall not be liable for any loss howsoever caused (including loss of profit), costs, damages or expenses caused directly or indirectly by any delays in the delivery of the Goods.

4. Rental and other payments

4.1 The Rental shall be payable as specified in the Contract (or if no basis for payment is specified in the Contract shall be payable monthly in arrears). The Hirer shall pay the Rental within thirty days of the date of each invoice.

4.2 Without prejudice to any other right or remedy available to the Pool Operator rentals payable under this agreement which are not paid by the due date shall incur interest on a daily basis at 4% Per Annum over the base lending rate of Lloyds TSB plc from the due date until payment is actually received.

4.3 All rental rates quoted are exclusive of VAT or any other applicable sales tax or duty

5. Hirer's duties

5.1 The Hirer undertakes and agrees:

5.1.1 to take all reasonable and proper care of the Goods and keep them in good and serviceable condition (Wear and Tear excepted)

5.1.2 to notify the Pool Operator of any maintenance requirements in respect of the Goods so as to keep the Goods in good working order, repair and condition;

5.1.3 to bear on demand the cost of repair or rectification of any damage to the Goods resulting from abuse or improper use by the Hirer or any person permitted by the Hirer to use the goods,

5.1.4 not to make, cause, or permit to be made any alteration, amendment, modification or addition to the Goods;

5.1.5 to ensure that any products carried in the Goods are compatible with the construction material and design of the Goods;

5.1.6 not to use or permit the Goods to be used for carrying or holding products that are incompatible with the material of construction or design of the Goods or in contravention of any statutory provision or regulation or in any way contrary to law in any jurisdiction or for any purposes for which the Goods are not designed or reasonably suitable.

5.1.7 to preserve and protect all identification marks and serial numbers on the Goods.

5.1.8 that the Goods (and all copyright and other rights in them) shall remain the property of the Title Holder.

5.1.9 to make the Goods available for inspection upon request by the Pool Operator in order for the Pool Operator to comply with any regulations in any jurisdiction

6. Pool Operator's Duties

6.1 During the Period of Hire the Pool Operator will be responsible for the repair of any Wear and Tear, which is reported to the Pool Operator by the Hirer, such repair will be carried out on a mutually agreed date.

6.2 The obligation of the Pool Operator specified in clause 6.1 shall not extend to the repair of any defect in or malfunction of the Goods resulting from abuse or improper use of the Goods by the Hirer or any person permitted by the Hirer to use the Goods which shall (for the avoidance of doubt) be the responsibility of the Hirer.

7. Risk and Insurance

7.1 Risk of damage to or loss of the Goods shall pass to the Hirer at the time when the Pool Operator notifies the Hirer that the Goods are available for collection or are delivered by the Pool Operator to the Hirer's site.

7.2 Notwithstanding delivery and the passing of risk or any other provisions of this Contract, the Hirer shall not acquire any right in or property to the Goods.

7.3 The Hirer shall throughout the Period of the Contract or (if longer) for so long as the Goods remain in its possession or under its control (without prejudice to any liability of the Hirer to the Pool Operator) at its own expense comprehensively insure the Goods at the Replacement Cost with a reputable insurance company.

7.4 If all or any part of the Goods are lost, or damaged the Hirer shall give immediate notice to the Pool Operator and shall make or assist in the making of any appropriate claim or claims under such insurance policy.

8. Liability for the Goods

8.1 Nothing in this Contract shall exclude any liability of the Pool Operator in respect of death or personal injury resulting from the Pool Operator's negligence or that of its employees, for fraudulent misrepresentation, or for damage for which the Pool Operator is liable to the Hirer under Part 1 Consumer Protection Act 1987 or equivalent. If any event occurs for which the Pool Operator may be held responsible pursuant to this Clause 8.1 the Hirer must give immediate notice to the Pool Operator (by telephone) confirmed by full details in writing. The Hirer must not make any admissions or otherwise accept liability to any person or make any offers or promises of payment without the prior written consent of the Pool Operator.

8.2 The Hirer will indemnify the Pool Operator from and against all actions, claims, demands, proceedings (in each case whether civil or criminal), costs, expenses, losses or liabilities of any nature which may be made or brought against or suffered or incurred by the Pool Operator or the Title Holder by reason of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly or indirectly out of the control, operation, use, removal, maintenance, repair or leasing of or any defect in the Goods and against all costs charges and expenses of and incidental to it.

9. Force Majeure

9.1 The Pool Operator shall not be liable to the Hirer in any manner or be deemed to be in breach of this Contract (subject to Clause 8) because of any delay in performing or any failure to perform any of the Pool Operator's obligations under this Contract if the delay or failure was due to any cause beyond the Pool Operator's reasonable control.

9.2 Without prejudice to the generality of Clause 9.1 the following shall be included as causes beyond the Pool Operator's reasonable control:

9.2.1 governmental actions or requests, war, threat of war, riot, civil disturbance, sabotage or requisition;

9.2.2 Act of God, fire, flood, epidemic or accident

9.2.3 import or export regulations or embargoes;

9.2.4 strikes, lockouts, trade labour disputes

10. Termination

10.1 The Pool Operator may terminate this Contract forthwith by notice in writing to the Hirer if the Hirer is in breach of this Contract and shall have failed (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing from the Pool Operator to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract. The Hirer will then be liable to pay to the Pool Operator the balance amounting to the remainder of the Contract Term.

10.2 The Hirer shall be solely responsible for the costs of cleaning, removal and transport of the Goods on termination or expiry of the Contract.

10.3 Until such time as the Goods have been returned to the Pool Operator and a Certificate of Cleanliness has been issued the Period of Hire will continue and the Hirer will continue to pay Rental and all other sums due under this Agreement.

11. Cleaning and Repair of the Goods

11.1 The Period of Hire will be deemed to continue and Rental and all other sums will continue to be payable by the Hirer until the Goods are returned to the Depot in a clean undamaged condition and a Certificate of Cleanliness has been issued.

11.2 If the Goods require cleaning internally or externally or if any Damage to the Goods caused by abuse or improper use has to be repaired or rectified by the Pool Operator the Hirer shall be responsible for the payment of all costs and expenses incurred by the Pool Operator in respect of cleaning rectifying or repairing the Goods. The Pool Operator shall have sole discretion as to what cleaning, and repair work is required before a Certificate of Cleanliness is issued. During the period prior to the issue of a Certificate of Cleanliness, the Pool Operator reserves the right to leave on hire or re-hire any Goods to the Hirer, which require additional work prior to the Goods being returned to the pool.

12. General

12.1 Each right or remedy of the Pool Operator under this Contract is without prejudice to any other right or remedy of the Pool Operator whether under this Contract or not.

12.2 Any provision of this Contract which is held by any competent authority to be invalid, void, voidable or unenforceable (in whole or in part) shall to the extent of such invalidity, voidness, voidability or unenforceability be deemed severable and the other provisions of this Contract and the remainder of such provision shall not be affected.

12.3 The Pool Operator may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Hirer's consent.

12.4 This Contract is personal to the Hirer who may not assign, license or sub-contract all or any of its rights or obligations under this Contract without the Pool Operator's prior written consent

12.5 The formation, construction, performance, validity and all aspects of this Contract are governed by English law and the Hirer submits to the exclusive jurisdiction of the English Courts.