

CONDITIONS OF PURCHASE

1 DEFINITIONS

In these conditions of purchase the following words shall have the following meanings:-

- 1.1 "Contract" means any contract between Us and You incorporating these conditions of purchase;
- 1.2 "Finished Goods" means Our end products, into which the Goods have been and/or are intended to be incorporated;
- 1.3 "Goods" means any products and/or items (if any) being sold by You to Us and/or provided as part of the Services;
- 1.4 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses (whether direct or indirect) and/or liabilities;
- 1.5 "Services" means the services (if any) being supplied by You to Us;
- 1.6 "We, Us, Our, Ourselves" means [insert name of Hire Association Europe member];
- 1.7 "You, Your, Yourselves" means the person from whom We order any Goods and/or Services.

2 BASIS OF CONTRACT

- 2.1 These conditions of purchase shall govern the agreement between You and Us for the purchase of the Goods and/or Services to the exclusion of any other terms or conditions including (without limitation) those that are implied by trade, custom, practice, or course of dealings.
- 2.2 These conditions of purchase supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.
- 2.3 No variation to these conditions of purchase shall be binding on Us unless contained in Our order or agreed in writing between You and one of Our directors.
- 2.4 Orders placed by Us for Goods and/or Services shall still be subject to these conditions of purchase whether or not this is expressly stated. Our order shall be deemed to be accepted on the earlier of:
 - 2.4.1 You issuing written acceptance of Our order; or
 - 2.4.2 You doing any act consistent with fulfilling Our order, at which point the Contract shall come into existence.
- 2.5 Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the order unless confirmed by Us in writing. You acknowledge that You do not rely on any representation and/or warranty that has not been made in accordance with these conditions of purchase.
- 2.6 If the Goods are to be utilised in connection with another contract between Us and a third party then the terms and conditions of such third party contract shall form part of the Contract except to the extent that the terms of such third party contract conflict with these conditions of purchase in which case these conditions of purchase shall prevail. Details of any such third party contract will be supplied upon request.

3 QUALITY AND QUANTITY

- 3.1 It is a condition of the Contract, that the specification, quality and quantity of the Goods is as set out in Our order or as otherwise agreed in writing by an authorised representative.
- 3.2 It is a condition of the Contract that the Goods shall be free from any and all defects in materials, workmanship and/or design and will comply with all legal requirements and regulations relating to the Goods.
- 3.3 As a condition of the Contract, You guarantee that all Goods will, from the date of commissioning of the Finished Goods by Our customers, remain free from any defects in materials, workmanship and/or design for a period of 12 months.
- 3.4 You shall comply with all applicable regulations and/or other legal requirements concerning the manufacture, labelling, packaging, packing, storage and/or delivery of the Goods and/or the performance of the Services.
- 3.5 You shall permit and/or procure that We may, at Our request, inspect and test the Goods during manufacture, processing or storage whether at Your or a third party's premises. Notwithstanding any such inspection or testing, You shall remain fully responsible for the Goods.
- 3.6 If as a result of inspection or testing We are not reasonably satisfied that the Goods will comply in all respects with the Contract then We may without Liability cancel the Contract.
- 3.7 The Goods shall be marked in accordance with Our instructions and any applicable regulations and/or requirements of the carrier. The Goods shall be properly packed and secured so as to reach their destination in a good and undamaged condition.
- 3.8 The Services must be performed by appropriately qualified and trained personnel, with due care and diligence and to the highest quality standards.

4 DELIVERY

- 4.1 Time for delivery of Goods and/or performance of Services shall be of the essence. Goods and/or Services shall be delivered and/or performed during normal business hours. Dates for delivery and/or performance shall be as set out in Our order unless otherwise agreed by Us in writing. Time shall also be of the essence for any extension of time for delivery and/or performance agreed by Us.
- 4.2 If Goods and/or Services are not delivered and/or performed by the due date, We may, without having any Liability to You, at our option, cancel in whole or in part the Contract.
- 4.3 Title and risk in all Goods sold to Us shall not pass to Us until they have been unloaded at Our premises. You shall insure the Goods in transit until delivery to Our premises for all risks for an amount equal to 110% of their value. You shall procure that Our interest is noted on such policy of insurance and hold any proceeds of such insurance on trust for Us if any such Goods are damaged or destroyed in transit.
- 4.4 If We are unable to take delivery of the Goods at the due time for delivery You shall store them on Our behalf until We confirm that the Goods may be delivered. We will bear Your reasonable costs of such storage where the period of storage exceeds 14 days.

- 4.5 Any signature on Our behalf on receipt of any Goods is only confirmation that a certain number of packages has been delivered, it is not confirmation that the Goods delivered are of the correct quantity, quality, specification, materials, design and/or workmanship.
- 4.6 A packing note quoting the number of Our order must accompany each delivery or consignment of the Goods and must be displayed prominently. You shall ensure that if Goods are subject to special storage instructions this is clearly stated on the packing note.
- 4.7 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not be severable.
- 4.8 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract. We shall not be deemed to have accepted, and may still reject any Goods, until We have had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 4.9 Goods purchased by Us may be stored for long periods before being utilised. We shall notify You of any defects in Goods as soon as reasonably practicable.

5 PRICE AND PAYMENT

- 5.1 The price for the Goods and/or Services shall be as set out in Our order and unless otherwise so stated shall be inclusive of:
 - 5.1.1 any applicable value added tax (unless agreed otherwise in which case We will in addition pay VAT subject to receipt of a valid VAT invoice); and
 - 5.1.2 all charges for packaging, packing, shipping, carriage, insurance and/or delivery of the Goods and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without Our prior written consent.
- 5.3 We shall be entitled to any discount for prompt payment, bulk purchase and/or volume of purchase customarily granted by You.
- 5.4 Payment by Us shall only be made by B.A.C.S and You must provide Us with Your correct bank details. We shall not be liable to make payment to You unless and until You have provided Us with this information.
- 5.5 Unless other payment terms have been agreed in writing between one of Our authorised representatives and You the terms for payment by Us of any undisputed invoice shall be:
 - 5.5.1 in respect of the Services, 60 days from the end of the month in which the Services are performed;
 - 5.5.2 in respect of the Goods, 60 days from the end of the month in which the Goods are delivered, provided always that We have been correctly invoiced by the tenth day of the month following the month of delivery and/or performance. If We have not been correctly invoiced by this date and/or You have not provided Us with Your correct bank details, payment shall be due 60 days from the end of the month in which We have been correctly invoiced and We have received notification of Your correct bank details.
- 5.6 We may, without limiting any other rights or remedies We may have, set off any amount owed by You against any amounts payable by Us to You.

6 REJECTION OF GOODS AND/OR SERVICES

- 6.1 Where all or any part of an order or batch of Goods fail to satisfy any of the conditions of the Contract relating to specification, quality, quantity, materials, workmanship and/or design We may at Our option reject either all of the order or batch of Goods or part of such order or batch of Goods.
- 6.2 At Our option, any Goods which are rejected shall be either replaced by You within 7 days or We may cancel without Liability to You the contract relating to such rejected Goods and shall be entitled to a full refund of the price relating to such rejected Goods if We have paid for such Goods and shall be entitled to any costs We incur.
- 6.3 Rejected Goods may, at Our option, be made available for collection by You and shall be collected within 7 days of You being notified of their rejection or shall be sold by Us for the price attainable by Us and credit shall be given by Us for the amount We received for the rejected Goods. If you require Us to return any packaging material, this should be clearly stated on the packing note. Any such materials shall be returned to You at Your cost.
- 6.4 We shall be entitled to reject any Services performed by You which are not in accordance with the Contract provided always that such rejection is notified to You within 30 days from the date of performance. We shall not be deemed to have accepted the adequacy and quality of performance of the Services until the expiry of that date.
- 6.5 Each of the exclusions and/or limitations in these conditions of purchase shall apply to Liability for breach of contract, Liability in tort (including negligence) and Liability for breach of statutory duty.
- 6.6 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which it is not permitted to exclude or limit as a matter of law.
- 6.7 These conditions of purchase shall apply to any repaired or replacement Goods and/or Services supplied by You.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 You warrant that the Goods and/or Services do not infringe any intellectual property rights of any third party.
- 7.2 You warrant that the Goods and Services comply with any and all legal and/or regulatory requirements.
- 7.3 Any specification supplied by Us to You, or specifically produced by You for Us, in connection with the Contract, together with all patents, copyright, design rights (whether registered or unregistered) trade marks (whether registered or unregistered) skill and/or know-how and/or any other intellectual property rights, whether existing now or in the future, wherever existing in the world, together with the right to apply for protection of the same, in the specification, shall be owned exclusively by Us absolutely.
- 7.4 You shall not disclose to any third party or use any such specification referred to in clause 7.3 and You shall ensure that your employees, agents or sub-contractors keep the same confidential except to the extent that it is or becomes public knowledge through no fault of

Your own, or as required for the purpose of the Contract.

- 7.5 You agree that, at Your cost, You will do all acts and execute all documents which are necessary or desirable to give effect to clause 7.3 above and/or to assist Us in the application, registration, renewal and/or protection of any such intellectual property rights.

8 INDEMNITY

- 8.1 You agree to indemnify Us and keep Us indemnified against any and all damages, awards, costs (including legal costs on a full indemnity basis), expenses, claims and any other losses and/or liabilities which We may suffer directly or indirectly relating to the Goods and/or Services and/or the Contract as a result of or in connection with:
 - 8.1.1 any act and/or omission by You or Your employees, agents and/or sub-contractors which is in breach of the Contract, or in breach of any tortious duty of care and/or in breach of any statutory duty; and
 - 8.1.2 any claim that the Goods and/or Services infringe, or their importation, use or resale infringes the patent, copyright, design right, trade mark and/or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by Us; and
 - 8.1.3 any claim made against Us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods or Finished Goods or in the performance of the Services, to the extent that the defect in Goods or Finished Goods or performance of the Services is attributable to the acts or omissions of You, Your employee, agents or sub-contractors.
- 8.2 This clause 8 shall survive termination of the Contract.

9 TERMINATION

- 9.1 We shall be entitled to cancel the Contract in respect of all or part of the Goods and/or Services by giving notice to You at any time up to 14 days before the due date for performance and/or delivery without any Liability to You.
- 9.2 Either party may immediately terminate the Contract by written notice to the other party where the other party:
 - 9.2.1 is in breach of the terms of the Contract and where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 9.2.2 ceases or threatens to cease to carry on business;
 - 9.2.3 proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986, has a bankruptcy petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets or takes or suffers any similar or analogous action in any jurisdiction; and/or
 - 9.2.4 appears reasonably to be about to suffer any of the above events.
- 9.3 Termination of the Contract, however arising, shall not affect any of the parties rights and remedies that have accrued at termination.

10 GENERAL

- 10.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2 No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these conditions of purchase is held by any competent authority to be invalid or unenforceable in whole or in part that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of these conditions of purchase and the remainder of the provision in question shall not be affected.
- 10.4 All third party rights are excluded and no third party shall have any right to enforce a Contract and/or a Contract term by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any members of Our group (if applicable) who shall, subject to Our consent, maintain their third party rights. Any rights of a third party to enforce a Contract and/or Contract term may be varied and/or extinguished by agreement between the parties.

11 ASSIGNMENT AND LAW

- 11.1 You shall not sub-contract any of Your obligations under the Contract without Our prior written consent.
- 11.2 You may not assign or transfer or purport to assign or transfer to any other person any of Your rights or obligations under the Contract without Our prior written consent.
- 11.3 Sections 11, 15A, 30(2A) and 35 of the Sale of Goods Act 1979 shall not apply to the Contract.
- 11.4 The Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the courts of England.

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CONDITIONS FOR HIRE AND SALE OF GOODS TO CONSUMERS AND BUSINESSES

1 INTERPRETATION

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

“Consumer” an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
“Contract” means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;

“Customer” means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;

“Deposit” means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

“Digital Content” means data which is produced and supplied in digital form;

“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;

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

“Hire Goods” means any Goods 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 Supplier's possession or

(ii) the physical repossession or collection of Hire Goods by the Supplier;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

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

“Sale Goods” means any Goods which are sold to the Customer;

“Supplier” means GT Trax Limited at the address stated at the end of these terms and will include its employees, servants, agents and/or duly authorised representatives;

“Services” means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.

2 BASIS OF CONTRACT

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

2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, 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 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

2.3 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, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable. In whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. 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.

3 FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES

3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods, Digital Content and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.

3.2 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these conditions will affect these legal rights.

4 PAYMENT

4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer

or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

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

4.3 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 Supplier has received either cash or cleared funds in respect of the full amount outstanding.

4.4 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

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

4.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier 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.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

5 RISK, OWNERSHIP AND INSURANCE

5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

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

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

5.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:-

5.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;

5.4.2 maintain the Sale Goods in satisfactory condition; and

5.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of the Supplier.

5.5 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. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

5.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

6 DELIVERY, COLLECTION AND SERVICES

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

6.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 5 working days of the Customer notifying the Supplier that the Hire Goods are ready for collection whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

6.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person 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 found to be negligent by a court with jurisdiction to make such finding pursuant to clause 14.8.

6.4 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 Supplier'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.

6.5 If any Services are delayed, postponed and/or cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier'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.

7 CARE OF HIRE GOODS

7.1 The Customer shall:

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

7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

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

7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

7.1.5 permit the Supplier 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;

7.1.6 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 Supplier is located without the prior written consent of the Supplier;

7.1.7 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 Supplier has agreed to provide them as part of any Services;

7.1.8 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;

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

7.1.10 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.

7.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

7.2 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, licences, registration and other documents relating to the Hire Goods.

8 BREAKDOWN

8.1 Allowance may 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 Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

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

8.3 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 an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to 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 Supplier while carrying out routine maintenance and/or repairs.

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

9 LOSS OR DAMAGE TO THE HIRE GOODS

9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit 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.

9.2 In respect of any Hire Goods which are lost, stolen or

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damaged beyond economic repair during the Hire Period the Customer will:-

9.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or

9.2.2 reimburse the Supplier for any loss or costs suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.

9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

9.4 In addition to the obligation in clause 9.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9.2 ('Lost Rental Period'), 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 applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once it has received payment from the Customer under clause 9.2 above.

10 STATUTORY CANCELLATION RIGHT FOR CONSUMERS

10.1 The provisions of this clause 10 only apply to Customers who are a Consumer for the purpose of any hire or purchase from the Supplier.

10.2 Subject to clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and those Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to the Supplier at the address stated at the end of these terms, without incurring any charge or Liability within 14 days of the day following the date on which the Goods come into the physical possession of the Customer.

10.3 Where a Customer exercises its right to cancel under clause 10.1 and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer:

10.3.1 within 14 days of receipt of the Goods which have been returned by the Customer; or

10.3.2 (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods; or

10.3.3 if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.

10.4 Where the Customer deals as a Consumer and requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.1, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.

10.5 Where the Contract is with a Consumer and:

10.5.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and

10.5.2 provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.

10.6 Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.

11 TERMINATION BY NOTICE

11.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

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

11.3 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 Supplier.

11.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

11.5 The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

12 DEFAULT

12.1 If the Customer:-

12.1.1 fails to make any payment to the Supplier when due without just cause;

12.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

12.1.3 persistently breaches the terms of the Contract;

12.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

12.1.5 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, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

12.1.6 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 or the Customer takes or suffers any similar action in any jurisdiction;

12.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and/or

12.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.

12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

12.2.1 except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;

12.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

12.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

12.2.4 "all monies owed by the Customer to the Supplier shall immediately become due and payable.

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

12.4 Upon termination of the Contract the Customer shall immediately:-

12.4.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass); and

12.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.

13 LIMITATIONS OF LIABILITY

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

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

13.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

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

13.5 The Supplier 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 Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

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

13.7 "The Supplier 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 Supplier.

13.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

13.8.1 consequential losses;

13.8.2 economic and/or other similar losses;

13.8.3 business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or

13.8.4 special damages and indirect losses however so arising.

13.9 "The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

13.10 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:-

13.10.1 Liability for breach of contract;

13.10.2 "Liability in tort/delict (including negligence); and

13.10.3 "Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

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

14 GENERAL

14.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.5, 7, 8, 9.1, 9.3 and shall continue in full force and effect.

14.2 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.

14.3 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.

14.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 01487 823344 or by e-mail it at info@gttrax.co.uk

14.5 "The Customer agrees to indemnify and keep indemnified the Supplier 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 Supplier 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.

14.6 "No waiver by the Supplier 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.

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

14.8 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.

14.9 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

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