

SRP Hire Solutions Ltd

STANDARD TERMS AND CONDITIONS OF TRADE

This is a Consumer Hire Agreement regulated By the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

I have read and understood the terms & conditions set out on the face and the reverse of this form and agreed to hire the equipment in the Order on such terms and conditions.

Under this Agreement the goods do not become your property and you must not sell them.

SIGNED ON BEHALF OF

(Insert name of company/ business):	
PRINT NAME :	SIGNATURE:
POSITION:	DATE:

CONSUMER CREDIT ACT 1974 - CANCELLATION

If you enter into this Agreement by post, telephone or on our business premises then it will binding on you and will not be cancellable. You should only sign if you wish to be bound by this agreement.

PLEASE SIGN & RETURN TO:
SRP HIRE SOLUTIONS LTD, COLDHAM ROAD, CONINGSBY, LINCOLNSHIRE, LN4 4SE.
OR VIA EMAIL TO HIRESK@SRPHIRESOLUTIONS.COM

1. INTERPRETATION

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

“Associated Company” means any group company or company that is a subsidiary company of either party from time to time.

“Charges” means our current hire charges from time to time including any charges for the services during the hire period.

“Contract” means a contract created by the acceptance of the order and which incorporates these conditions and any special conditions detailed in the order made between you and us for the hire of the equipment and the provision of the services.

“Deposit” means any advance payment required by us in relation to cash hires for the equipment which is to be held as security by us.

“Equipment” means the equipment detailed in the order together as a whole and any accessories hired by you as specified in a contract.

“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, lock outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events.

“Hire Period” means the period commencing when you hold the equipment on hire (including Saturdays, Sundays, bank holidays) and ending upon the happening of any of the following events (I) you return the equipment to our possession; or (II) we repossess or collect the equipment.

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities.

“Order” means the purchase order containing the contract.

“Product” means the products sold by us to you.

“Services” means the service/and or work (if any) to be performed by us for you in conjunction with the hire of equipment, including any delivery and/or collection service for the equipment.

“We/Us/Our” means the SRP Hire Solutions Ltd Company detailed in the order and will include its employees, servants, agents and/ or duly authorised representatives.

“You” means the person, firm, company or other organisation hiring the equipment and/ or purchasing products.

2. BASIS OF CONTRACT

2.1 The conditions do not affect any of your statutory rights where you are a person dealing as a consumer, not for business purposes. Any section which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect.

2.2 These conditions shall be incorporated in all contracts and shall be the sole conditions under which the hire of equipment, provision of services, and sale of the product takes place. All other terms and conditions and other representations are excluded from the contracts between you and us including any terms and conditions you may purport to apply under any contract and these terms and conditions shall prevail.

2.3 Our employees or agents are not authorised to make any representations concerning the equipment and/ or products unless confirmed in writing and any advice or recommendation given by us to you as to the storage, application or use of the equipment and/ or product which is not confirmed in writing is followed and acted upon at entirely your own risk.

2.4 We reserve the right to provide equipment and/ or products similar or comparable to that ordered by you

2.5 The contract shall become binding when we have acknowledged the orders to you either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.

2.6 The equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the equipment not being available to hire.

2.7 You shall obtain and comply with all permissions, consents and licenses required for the equipment under any statute, regulations or by laws.

3. PAYMENT

3.1 The amount of any deposit and charges are detailed in the order and are based on our current price list from time to time

3.2 Where a deposit is required for the equipment it must be paid before you hire the equipment.

3.3 You shall pay the charges from the date specified in the order and will continue paying the charges during the hire period until (I) we have given you a collection or off hire number; (II) you have returned the equipment to us or we have collected the equipment within a reasonable period after the issue of the off hire number, being not less than 3 working days, and the equipment is in a clean and serviceable condition and we have given you a receipt. All time during the hire period is chargeable and the charges may be payable on Saturdays, Sundays and bank holidays (as appropriate).

3.4 If we are unable to collect the equipment for any reason whatsoever after an off hire number has been issued, we will provide an amendment form to be signed by you to extend the contract and the charges shall continue to be payable in accordance with the contract. Any signature provided by your employees, agents, or representatives shall be deemed to be an authorised signature for and on your behalf for the purpose of this contract.

3.5 Where a credit account has been granted payment and the charges shall be with your order for the equipment, purchase of the products. Otherwise payment of any charges due under this contract shall be made in full and cleared fully by the end of the following month from the month in the date of the invoice.

3.6 All charges are unless otherwise stated exclusive of any applicable VAT.

3.7 Prompt payment under a contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the amount outstanding,

3.8 Without prejudice to any of our other rights, if you fail to make any payments in full on the due date we may charge you interest (both before and after judgement) on the amount unpaid in accordance with the late payment of consumer debts (Interest) Act 1998 as amended and supplemented by the late payment of commercial debts regulations 2002.

3.9 If a cancellation arises regarding any hire, it is down to SRP Hire Solutions to determine whether there will be full, part or no payment of quoted amount. This is determined by the loss of revenue incurred with respect to other contracts turned down due to pre booked equipment. You shall pay all sums due to us under this contract without any set off deductions, counterclaim and/or any other withholding of monies.

3.10 We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the contract for hire of any equipment and/ or the provision of services if allowing it to continue would result in you exceeding your order limit or you have already exceeded the credit limit.

4. RISK, OWNERSHIP AND INSURANCE

4.1 Risk in the equipment and/or products will pass to you immediately when the equipment leaves our physical possession or control.

4.2 Risk in the equipment will not pass back to us from you until the equipment is returned to our physical possession.

4.3 Ownership of the equipment remains with us at all times. You have no rights, title or interest in the equipment except that it is hired to you.

4.4 Ownership of any products remain with us until all monies payable by you (or any associated companies) under the contract or any other contract between (or any of our associated companies) and you (or any of your associated companies) have been paid in full and cleared funds.

4.5 You must not deal with the ownership or any interest of the equipment. 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.

4.6 Any damage to any equipment will be charged for and payable by you. We will either charge for and replace the part damaged or the entire unit of equipment with an additional cost of repair time. Steps should be taken to operate the

equipment in accordance with its instructions and reasonable steps must be taken to prevent accidental damage to the equipment.

5. DELIVERY, COLLECTIONS & SERVICES

5.1 We will deliver or collect the Equipment to and/ or from you, we will charge our standard delivery cost.

5.2 Where we provide the services the persons performing the services are your responsibility. You shall be solely responsible for any damage which occurs as a result of such persons following your instructions during the hire period except to the extent that the persons performing the services are negligent.

5.3 You will allow/ and or procure sufficient access to and from the relevant site and procure sufficient loading space facilities, equipment and access to power supplies and utilities for our employees, Sub contractors and/ or agents to allow them to carry out our service. You will ensure that the site where the services are to be performed is cleared and prepared before the services are due to commence.

5.4 You shall provide suitable access route for delivery and collection of the equipment with unrestricted entry and approach and supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the equipment to rest on.

5.5 You shall pay for any lifting or special apparatus required for the siting of the equipment.

5.6 If any services are delayed, postponed and /or cancelled due to your failure to comply with your obligations under the contract, you will be liable to pay additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to "force majeure".

6. CARE OF EQUIPMENT

6.1 You shall

6.1.1 Not deface or remove any labels from and/or interfere with the equipment, their working mechanisms or any other part of them.

6.1.2 Take reasonable care of the equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you.

6.1.3 Notify us immediately and in any event within 24 hours after any breakdown, loss and/ or damage to the equipment or of any accidents resulting in death, personal injury or damage to property.

6.1.4 Take adequate and proper measures to protect the equipment from theft, damage and/ or other risks.

6.1.5 Notify us of any change of your address and upon our request provide details of the location of the equipment.

6.1.6 Permit us at all reasonable times to inspect the equipment including procuring access to any property where the equipment is situated.

6.1.7 Keep the equipment at all times in your possession and control and not to remove the equipment from the United Kingdom without our prior written consent.

6.1.8 Be responsible for the conduct and cost of any testing, examinations and/ or checks in relation to the equipment required by any legislation, best practice and/ or operating instructions, except to the extent that we have agreed to provide them as part of the services.

6.1.9 Not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the equipment.

6.1.10 Not continue to use equipment where it has been damaged'

6.1.11 Where the equipment requires fuel, oil and/or electricity ensure that the proper type and/ voltage is used and that, where appropriate, the equipment is properly installed by a qualified and competent person.

6.2 You must return the equipment in good working order and condition (fair wear and tear expected) in a clean condition together with all insurance policies, licenses, registration and other documents relating to the equipment.

6.3 It is your responsibility to check the calibration of the equipment on each occasion before use. Final determination of the suitability of the equipment for your specific use is your responsibility and you must assume all risk and liability in this regard.

7. BREAKDOWN

7.1 Allowance will be made in relation to the charges for any non use of equipment due to breakdown caused by the development of an inherent fault and/ of fair wear and tear provided that you inform us as soon as is practicable of the breakdown.

7.2 You shall be responsible for all expenses, loss (including loss of charges) and /or damage suffered by us arising from any breakdown of the equipment due to your negligence, misdirection and/ or misuse of the equipment.

7.3 We will at our own cost carry out all routine maintenance and repairs to the equipment during the hire period and all repairs which are required due to fair wear and tear and/ or an inherent fault in the equipment.

7.4 You will be responsible for the cost of all repairs necessary to equipment during the hire period which arise otherwise than under section 7.3 above.

7.5 You must not repair or attempt to repair the equipment without our prior consent.

8. LOSS OR DAMAGE TO THE HIRED GOODS

8.1 If the equipment is returned in damaged, unclean and a defective state (except where due to fair wear and tear and an inherent fault in the equipment) you shall be liable to pay us for the cost of any repair and/ or cleaning required to return the equipment to a condition fit for re-hire.

8.2 You will pay to us the replacement cost of any equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the hire period.

8.3 You shall pay the charges for the equipment up to and including the date you notify us that the equipment has been lost, stolen and/or damaged beyond economic repair, From that date until we have replaced such equipment you shall pay as a genuine pre estimate of lost charges profit, a sum as liquidated damages being equal to two thirds of the charge that would have applied to such equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such equipment as quickly as possible using the monies paid under section 8.2.

9. TERMINATION BY NOTICE

9.1 If the hire period has a fixed duration, subject to the provisions of section 10 neither party shall be entitled to terminate the contract before the expiry of that fixed period unless by agreement.

9.2 If the hire period does not have a fixed duration either party may terminate the contract upon giving to the other party any agreed period of notice.

10. DEFAULT

10.1 If you

10.1.1 Fail to make any payment to us when due or

10.1.2 Breach the terms of the contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied.

10.1.3 Persistently breach the terms of the contract

10.1.4 Provide incomplete, materially inaccurate or misleading facts and/ or information in connection within the contract.

10.1.5 Pledge, charge or create any forms of security over any equipment.

10.1.6 Cease or threaten to cease as a business.

10.1.7 Being an individual or partnership have a bankrupt petition presented against you or compound with you or come to an arrangement with your creditors or suffer any similar action in any jurisdiction.

10.1.8 Being a company enter into voluntary or compulsory liquidation, have an administrator or have administrative receiver appointed over all of your assets, any attachment order is made against you, any distress, execution or legal process levied on any of your property or you suffer any similar actions in any jurisdiction.

10.1.9 Have circumstances in which we reasonably believe any of the events mentioned in sections 10.1.7 or 10.1.8 is about to occur and we notify you of this belief.

10.1.10 Appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the contract.

10.1.11 Appear reasonably to us to be about to suffer any of the above events, then we shall have the right without prejudice to any other remedies, to exercise any or all of the rights set out in section 10.2 below.

10.2 If any of the events set out in section 10.1 above occur in relation to you then.

10.2.1 We may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the equipment and/or products may be and repossesses any equipment and/ or products.

10.2.2 We may withhold the performance of any service and cease any service in progress under this and/ or any other contract between you (or any of your associated companies) and us (or any of our associated companies).

10.2.3 We may immediately cancel, terminate and/ or suspend without liability to you the contract and/ or any other contract between you (or any of your associated companies) and us (and any of our associated companies)

10.2.4 Any credit period in relation to payment of the charges shall be accelerated and all sums, all monies owed by you (or any of your associated companies) to us (or any of our associated companies) under this contract or any other contract between you (or any other of your associated companies) and us (or any of our associated companies) shall immediately become due and payable.

10.3 Any repossession of the equipment and/or products shall not affect our right to recover from you (or any associated companies) any monies due under the contract or any other contract between you (or any of your associated companies) and us (and any of our associated companies) and/or damage in respect of any breach which occurred prior to repossession of the equipment and/or product.

10.4 Upon termination of the contract you shall immediately.

10.4.1 At your expense return the equipment to us or make the equipment available to us to collect and

10.4.2 Pay to us (or any of our associated companies) in full and cleared funds all outstanding charges and/or any other sums payable under the contract or any other contract between us (or any of our associated companies) and you (or any of your associated companies).

11. LIMITATION OF LIABILITY

11.1 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.

11.2 If we are found to be liable in respect of any loss or damage to your property the extent of our liability will be limited to the retail cost of replacement of the damaged property.

11.3 Any defective equipment and/or products must be returned to us at your expense for inspection before we have any liability for defective equipment and/or products.

11.4 We shall have no liability to you if any charges or monies due in respect of the equipment, the services and/or the products have not been paid in full and cleared funds by the due date for payment.

11.5 We shall have no liability resulting from or contributed to by you continued use of defective equipment and/or products after a defect has become apparent or suspected or should reasonably have become apparent to you.

11.6 We shall have no liability to you to the extent that you are covered by any policy of insurance arranged as a result of the contract and you shall ensure that your insurers waive any and all rights of subrogation they have against us.

11.7 We shall have no liability to you for any

11.7.1 Losses whether arising from breach of contract, tort (including but not limited to negligence) or otherwise and whether flowing naturally and directly from such breach, negligence or other cause, or not, for

- a) loss of revenue
- b) loss of profit
- c) loss of anticipated saving
- d) loss of goodwill; or
- e) loss of reputation

11.7.2 Economic and/or similar losses

11.7.3 Special damages. Indirect losses and/or consequential losses and/or

11.7.4 Business interruptions, loss of business, contracts and/or opportunity.

11.8 Our total liability to you under and/or arising in relation to any contract shall not exceed 5 times the amount of the charges or the sum of £1,000 whichever is the higher, under that contract. To the extent that any of our liability shall be extended to the extent that such liability is met by such insurance.

11.9 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

11.9.1 Liability for breach of contract;

11.9.2 Liability in tort (including negligence); and

11.9.3 Liability for breach of statutory and/or common law duty; except section 11.8 above which shall apply only once in respect of all types of liability under this section 11.9.

11.10 Nothing in this contract shall exclude or limit our liability for death or personal injury due to our 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 sections 3.3, 3.8, 3.9, 8.1, 8.2, 8.3 and section 6 shall continue in full force and effect.

12.2 The hiring of each piece of equipment in the relevant hire period shall form a distinct contract which shall be separate to any other contract relating to other equipment.

12.3 You shall be liable for the acts and/or omissions of your employees, agents, servants and/or sub-contractors as though they were your own acts and/or omissions under this contract.

12.4 You agree to indemnify and keep indemnified us against any liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty.

12.5 No waiver by us of any breach of contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

12.6 If any provision of the contract 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 provisions shall be unaffected and shall remain in full force and effect.

12.7 We shall have no liability to you for any delay and/or non performance of a contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then time for performance of our obligations under this contract shall be extended for a period equal to the period of the delayed performance.

12.8 These Terms & Conditions supersede and replace all previous terms and conditions, communications, representation, warranties, stipulations, undertakings and agreements whether oral or written between the parties.

12.9 All third party rights are excluded and no third party shall have rights to enforce the contract.

12.10 This contract is governed by and interpreted in accordance with English Law and the parties agree to submit the exclusive jurisdiction of the English Courts.

12.11 We have the right to vary the contract by giving you 2 days written notice of such variation.

13. TERMS APPLYING TO CONSUMERS ONLY

13.1 IMPORTANT YOU SHOULD READ THIS CAREFULLY

PLEASE NOTE THAT THIS SECTION ONLY APPLIES WHEN YOU ARE ENTERING THE CONTRACT AS A CONSUMER.

13.2 The contract is subject to the Consumer Credit Act 1974 which lays down certain requirements for your protection which must be satisfied when the contract is made. If they are not, the owner cannot enforce the contract against you without a court order. If you cancel the contract, any money you have paid must be returned to you. You will not have to make any further payment. If you already have equipment you should not use them and should keep them safe (legal action may be taken against you if you do not take proper care of them). You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you want however you may return the equipment yourself.

13.3 Where you are acting as a consumer under the unfair contract terms Act 1977 (you enter into the contract not in the course of business), the following provisions in this contract may subject to determination by the courts have no full force or effect.

13.3.1 Section 2.3 (Employees, Representatives);

13.3.2 Section 3.8 (Payment of interest on late payments);

13.3.3 Section 3.9 (no right of set-off);

13.3.4 Section 5.6 (Payment for delayed performance as a result of non compliance with the contract)

13.3.5 Section 6.3 (Suitability of equipment)

13.3.6 Section 10.2.1 (Right of entry and seizure of equipment) This section 13.3.6 will also apply to consumers under the Consumer Credit Act 1974;

13.3.7 Section 11 (Limitations of liability) subject to section 11.10 continuing to apply; and

13.3.8 Section 12.4 (Indemnity)

13.4 should any defect occur in the equipment and/or products, other than one for which you are responsible we will at our option either, replace or repair the equipment and/or products (at no charge to you) as soon as is reasonably practicable. We shall not replace or service any equipment and/or products until any outstanding charges have been paid in full and cleared funds.