CONDITIONS FOR HIRE AND SALES OF GOODS TO CONSUMERS AND BUSINESS

INTERPRETATION

INTERPRETATION
I. In rises conclinates the following word's have the following meanings:
Consumer an individual acting for purposes which are wholly or manly outside that individual's
trade, business, control on profession:
Constance and the Supplier for the into concretes these confilions and made between the
contraining State Constance apperent required by the Supplier in relation to the three Goods
Training State Constance apperent required by the Supplier in relation to the three Goods
The Supplier Constance apperent required by the Supplier in relation to the three Goods
The Supplier Constance apperent required by the Supplier in relation to the three Goods
The Supplier Constance apperent provided and supplied in digital time:
Thore Majouri means any vent outside a party treasonable control induring but not limited
acts of Gody, end, food, free, labor digital time;
Thore Majouri means any vent outside a party treasonable control induring but not limited
acts of Gody, end, food, free, labor digital time;
Thore Majouri means any vent outside a party treasonable control induring but not limited
acts of Gody, end, food, free, labor digital time;
Thore Majouri means any vent outside a party treasonable control induring but not limited
acts of Gody, end, food, free, labor digital time;
Thore Majouri means any vent outside a party treasonable control induring but not limited
actions of Gody, and the security of the Supplier. to acts of G civil commotion similar events "Goods" mea

civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events; "Goods" means any machine, arcicle, tool, and/or device together with any accessories specified in a Christ ark which are hind or solid to the Customer; "Hire Goods" means any Goo ds which are hird to the Customer; "Hire Goods" means any Goo ds which are hird to the Customer; Hire Goods" means any Goo ds which are hird to the Customer; any of the following vertices. Goods by the Customer in the Supplier's possession; or (1) the physical return of the thre culculation of the Tocolation in the Supplier's possession; or (1) the physical return of the thre culculation of the Costo by the Supplier's possession; or (1) the physical return of the thre culculation of the Costo by the Supplier's possession; or (1) the physical return of the thre culculation of the Costo by the Supplier's possession; or (1) the physical return of the three Period." Supplier for the Customer (1) the supplier in the supplier's possession; or (2) the physical return of the Period. "Supplier means: Supplier (1) the at the address stability for any and the area of to the Customer." Supplier's means: Supplicit damping retails for the hire of othe set terms and will include is employees, services, and/or and/or all address stability at a supplier for the Customer in conjunction with he hire or sails of Costos including any delivery and/or callection service in respect of the Goods. 2 partice for Customer (2) and the Costomer (3) be performed by the Supplier for the Customer in conjunction with he hire or sails of Costos including any delivery and/or callection service in respect of the Goods. (2) and the cost operation of the for the Customer (3) and the for the Customer (3) and the for the Customer (4) and the for the Customer (4) the Goods in the form (4) the Goods in the Goods in culculation and the form (4) the Goods in the Goods in the Goods in culculatis and (4) and the fore the Goods in the Goods in the Goods i

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 alse where the Goods are unavailable due to circumstances beyond the Supplier's control. 2.1

Cocces are internance use to inclusional copier in le copier solution.
2.2. Where there of the Hird Ecodos is to a Customer who is an individual, unincoporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Coefficient (2) and the constance Coefficient (2) and (2) a

causes net sopper. 2.3 Nohing in his 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 ading as a Consumer any provision which is marined with an assimit() may subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision submit the appricable legislation, have no force or effect and if any provision submit the appricable legislation, have no force or effect and this shall not effect the contract shall be deemed not be include such provisions bit is shall not effect the contract shall be deemed not be include such provisions of Citzens Afvice Samau of Tabaset in the Republic of Heland your local office of the Director of Citzens Afvices or Information Center.

3 FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES

3.1. When the Qustmer dealss as a Consume, 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 oricramshores. The Outsmore the signal rights in relation to Goods and Digital Content that are, for example, feally or not as described and in relation to Services that are, for example, feally or not as described and in relation to Services that are, for example feally cont as described.

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

4 PAYMENT

4.1 4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be asqueled to the Custome or otherwise as shown in the Supplier's current profile list from time to bine. Where a Deposit is required for the frice Coods it must be paid in advance of the Customething the Hire Goods. The Suppler may also require an initial payment on account of the Rustlin in advance of the Customething 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 Suppler at the time and in the manner agreed. The Supplier's prices are unders otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

Payment by the Customer on time under the Contract is an essential condition of intract. Payment shall not be deemed to be made until the Supplier has received either r cleared funds in respect of the full amountoutstanding. 4.3

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 judgmentificarea) on the amount uppaid at the rate implied by law under the Late Payment of Commercial Date (Interest) Act 1938 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichere is higher.

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

4.6 4.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves he right to leminate 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 is already exceeded.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protect 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 Overship of the Hre Goods remains at all fines with the Supplier. The Custome has no right, the or interest in the Hre Goods except that they are hired to the Customer Overship of any sale Goods remains with the Supplier until all monies payable to the Supplie by the Customer for the Sale Goods have been paid in full. 5.3

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.

The physical possession or control of the Suppler. The custom term with the sum targe and the S.5. The Customermust notice all with the ownerby or any interest in the Hrier Goods, such as the sum of the subscription of the sub

6 DELIVERY, COLLECTION AND SERVICES

6.1 6.1 It is the responsibility of the Customer to callect the Goods from the Supplier, and, in the case of thire Goods, network mem to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to an d/or collect the Hire Goods from the Customer if will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

Concern a set of the Supplier agrees to collect the Hire Goods from the Oustomer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include a least three (3) working days noted from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theth to the Hire Goods are cliented by the Supplier Hashs to Scientifier fails broadler that the View Constant and Supplier Hashs to Scientifier fails broadler that the View Constant and Supplier Hashs to Scientifier Bab collect the Hire Goods are ready for collection whereupon the Supplier Alba table for any loss, damage or theth thereafter.

the Supplier shall be liable for any loss, damage or heft thereafter. **6.3** Where the Supplier provides Services the parsons performing the Services are servants of the Customer and once the Customer instuck such person they are under the direction and control of the Customer. The Customer shall be solidly responsible for any instruction, guidance and/or advice yearby 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 evoxet to the exectint that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to classe 14.8.

6.4 The Customer will allow and/or procure sufficient access b and from the relevant site and procure sufficient unloading space, facilities, equipment and access b utilities for the Survives. Supplier's employees, sub-contractors, and/or agents b allow hem to carry out the Survives. The Customer will ensure that the site where the Services are b the performed is, where necessary, cleared and properde before the Services are use to commence.

6.5 If any Services are delayed, postponed and/or are cancelled due to the Cr failing to comply with its obligations the Customer will be liable to pay he Six additional standard charges from time to time for such delay, postponenent cancellation except where the Customer is acting as a Consumer and the delay is differed that the event.

CARE OF HIRE GOODS

71 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 lake mesonable care of the Hire Goods and only use them for their proper purpose in a safe and comech manner in accordance with any operating and/or safely instructions provided or supplied to the Customer.

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

7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage

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 first Goods required by any legislation, best practice and/or operating instructions except to the extent that the Suppler has agreed to provide them as part of

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 volges 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.

Cooks are, if applicable, accesser, Goods in accordance with all current and applicable regenera-7.2 The the focus must be entimed by the Customer in good working order and condi-(fair war and that excepted) and in a clean condition together with all insurance polic licences, registration and other documents relating to the Hire Goods.

6. Becaucium 8.1. Allowance may be made in mialion 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 fail ware and tars on condition that the Outsidner informs the Supplier as soon as paradcable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable

B.2. The Outshmer shall be responsible for all expenses, loss (including loss of Parital) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Castmer's medigence, misistection and/or misuse of the Hire Goods. B.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 ware and bars, and/or an interent fault in the Hire Goods. The Ostmer will be responsible for the cost of all repairs where the supplier while carrying out noutee maintenance and 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 fire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent full in the fire Goods. The Casterne state ballet to pay the Suppler for the cost of any repart and/or daming required to exturn the fire Goods to a concident fit or retire and to pay the Fentil, in accordance with the provisions of dause 3. Junil such repairs and/or daming have been completed.

9.2 In respect of any Hire Goods which are lost, stolen or 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 remburse the Suppler for any loss or costs suffered or incurred by the Supplier for any time Goodsmore 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 Hre

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 namaged beyond economic repair.

damaged beyond economic repair. 9.4 In addition to the ubligation in clause 9.3 to pay the Rental, from the data the costoner notifies the Supplier hat the thire Goods have been toot, solven and/or damaged costoner notifies the Supplier hat the the Goods have been toot, solven and/or damaged accordance with clause 9.2 (lost Rental Period'), he Customer shalaps, as gonuine pre-stimular of out rental period'), he Customer shalaps, as gonuine pre-stimular of out rental period's, he Customer shalaps, as gonuine pre-stimular of out rental period's, he Customer shalaps, as gonuine pre-stimular of out rental period's, he Customer shalaps, as gonuine pre-stimular of the matter out of the stime of the for such the Goods as quickly as gostile 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.

purpose of any rite of purchase run the cuprem. **10.2** Subject b clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and hose contracts for the Goods where the thre Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Addional Changes Regulations 231), have the right to cancel the Contact by writing to the Supplier at the address stabil at the end of hese terms, without incurring any change or Liability writin 1.4 days of the days ploying 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 Suppler will returd these amounts to the Customer:

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

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.

reflex Supper is intormed or the Customer's because to cancer the Curract. 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 or cancel the Contract Wholtonicianting any draiger or Liability wile service the Supplier has completed the provision of the Services. If the Customer areas the Contract concer the Supplier has completed the provision of the Services. If the Lestomer cancels the Contract customer's right to stepsin the provide the Services is that the leals be rail 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

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.

 $11.2 \quad \text{if the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.}$

In the 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 Custome

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

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,

in connection with the Lomiza; **12.1.5** piedges, charges or creates any form of security over any Hire Goods or proposes to compared with its orabins, creates a trust deed for its creditors, applies for an initiarim morabrum in respect of claims and/or proceedings, any distressifilignee, execution or other legal process its view do any any property of the Customer has a barkworks potention/beform for sequestration presented against it or the Customer takes or suffers any similar action in any invention.

junistication; 12.1.6 being a company, ceases or fineaters to cease to carry on business, enters into violantary or comparison jundation, has a reasive, administrator or administrator receiver or in the Republic of Handan examiner appointed over all or any of its assets, any attachment order/interstremt is made against the Customer, any distrestidigence, execution or other legal process is level or any property of the Customer or the Customer takes or suffers any smillar 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 1.2.2 below. 12.2 If any of the events set out in clause 12.1 above occurs in relation to the

Consume reac-12.2.2.1 except where the Customer is acting as a Consumer the Supplier may enter, whout 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 reposession 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.

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

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 Lability 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

13.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses gaused or contributed b by the Custome's continued use of defective (social and/or Swrives after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

13.6 The Ostomer shall give the Supplier a reasonable opportunity to remedy any matter for which he Supplier is lable 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 Lability to the Customer.

13.7 "The Supplier shall have no Lability 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 valve 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):-

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

13.0.0.1. Splitbal barrieges and induced losses however a loss estimates and the splitbal barrieges and induced losses however a loss of the splitbal barrieges and the splitbal bar

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 -

 $13.10.3\,$ *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

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.

14.1 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 01209 315031 or by e-mail it at accounts@eurobohire.co.uk.

14.5 The Customer agrees to indemnify and keep indemnified the Suppler against any and all losses, lost profils, dramages, clams, costs (noturing legal costs on a full indemnify basis), aclone and any other losses and or liabilities suffrate by the Suppler and arring from or due to any benach of contract, any britous/delicual act and/or omesion and/or any beach of statubry outly the Customer.

to statutory use of the considered of the second statute of the second statute of the second statute of any subsequent breach of the same provision of any other provision. Fair provision is faired by any completent authority the unrefloreable is whole or in part the validity of the other provisions of the contract and the transmitted and shall ensure in the line and effect.

Protocol and the demonstration of the and the demonstration of the de

performance. 14.8 All thing 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 1959. This shall not apply to any finance company with vitom the Supplier its an outstanding finance agreement relating to the Hire Cooks. Such finance company stall, subject to be Supplier's consent, have the right to enforce this Contract as if they ware the Supplier.

CONString have the right to entropy on a construction of the second access that the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

13

LIMITATIONS OF LIABILITY

13.8.1 *consequential losses;

13.8.2 economic and/or other similar losses;

13.10.1 Liability for breach of contract; 13.10.2 *Liability in tort/delict (including negligence); and

14 GENERAL

Tel: 01209 315031

13.8.4 special damages and indirect losses however so arising.