

## GENERAL CONDITIONS OF HIRE

### 1. DEFINITIONS

- 1.1 'The Owner' means B & B Attachments Limited (Company Number 1532448) and its successors in title and assigns
- 1.2 'The Hirer' means the company firm organisation public authority or person hiring the Equipment
- 1.3 'The Contract' means any contract for the hire of the Equipment
- 1.4 'Delivery Date' has the meaning given in Clause 3.1
- 1.5 'The Equipment' means the attachments fittings or replacement parts for fork lift trucks and other vehicles detailed in the Rental Agreement overleaf and each and every component part record or manual for them and all replacements renewals or additions to and substitutions for them or any other product or any other item which the Owner agrees to hire to the Hirer subject to these conditions
- 1.6 Hire Charges shall have the meaning specified in Clause 6.1
- 1.7 Hire Period shall have the meaning specified in Clause 3.1
- 1.8 'Minimum Period of Hire' means the period specified in the Rental Agreement
- 1.9 'Rental Agreement' means the agreement made between the Hirer and Owner for the hire of the Equipment subject to these conditions
- 1.10 'Site' means the location specified in the Rental Agreement or such other place as is notified to the Owner by the Hirer

### 2. APPLICATION OF THESE CONDITIONS

- 2.1 The Owner agrees to hire to the Hirer and the Hirer agrees to take on hire the Equipment in accordance with any quotation of the Owner which is accepted by the Hirer or the Rental Agreement subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Owner and the Hirer
- 2.3 Quotations shall be available for acceptance only for the period of fourteen days or as otherwise stated in the quotation and may be withdrawn by the Owner within such period by written notice
- 2.4 The Hirer shall inspect the Equipment upon delivery to the Site and shall notify the Owner in writing within three working days of any defect of the Equipment. If no such notification is given it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required and in every way satisfactory to the Hirer

### 3. TERM AND DELIVERY

- 3.1 The period during which the Equipment will be hired to the Hirer shall commence upon the date specified in the Rental Agreement ("the Delivery Date") (or such other date as shall be agreed between the parties) and continue for the Minimum Period of Hire and thereafter subject to earlier termination as provided in these Conditions until return of the Equipment to the Owner or as specified in these Conditions ('the Hire Period')
- 3.2 The Owner shall use its reasonable endeavours to deliver the Equipment to the Site on or before the Delivery Date but shall have no obligation so to do and time shall not be of the essence of the Contract
- 3.3 The Hirer shall accept delivery of the Equipment upon notification from the Owner that the Equipment is ready for delivery and if the Hirer shall refuse or be unable for any reason to accept delivery within seven days after the said notification the Owner shall be entitled to terminate the Contract and the Hirer shall indemnify the Owner against any losses or expenses thereby suffered or incurred
- 3.4 The Hirer shall afford to the Owner or its representative all facilities reasonably required by it to enable delivery of the Equipment to take place

### 4. APPROVALS

- 4. The Hirer will obtain and fully comply with all approvals necessary to ensure that the Equipment and its use conform in all respects with the provisions of any national or local statute law or bye-law which may be applicable to the use security or safety of the Equipment and shall keep the Owner indemnified against all penalties and liability of every kind for any breach of the same

### 5. CANCELLATION

- 5. The Hirer shall not be entitled to cancel any Contract or reduce the quantity of Equipment to be hired save on terms that the Hirer shall pay to the Owner a sum equivalent to the Hire Charge for one calendar month

### 6. HIRE CHARGES AND PAYMENT TERMS

- 6.1 The Hire Charges for the Hire Period shall be inclusive of transport charges but exclusive of Value Added Tax which the Hirer shall in addition pay to the Owner
- 6.2 The Hire Charges quoted are for the total quantities of Equipment shown in the Rental Agreement and the Owner shall not be obliged to accept an order for part only at the rates of hire quoted
- 6.3 The Owner shall be entitled to increase the Hire Charges in the event of any increase in the price of labour or transport from the time of quoting or date of signature of the Rental Agreement until commencement of the Hire Period at any time during the Period of Hire
- 6.4 The Hirer shall pay to the Owner (by direct debit from the bank account specified in the Rental Agreement) without any discount or set off the amount of the Hire Charges plus Value Added Tax at the time or times specified in the Rental Agreement and if not so specified within thirty days of the date of the Owner's invoice
- 6.5 If the Hirer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Owner the Owner shall be entitled to:
  - 6.5.1 cancel the Contract or suspend any further deliveries to the Hirer
  - 6.5.2 charge the Hirer interest on the amount unpaid at the rate of two per cent per annum above Barclays Bank plc base rate until payment in full is made

- 6.6 The continuance of any Contract or the Hirer's liability for payment of Hire Charges shall not be affected in any way by the loss theft or any damage to the Equipment or non operation of the Equipment during maintenance or repair
- 6.7 The Hirer shall pay the Owner a sum equivalent to the Hire Charge apportioned on a daily basis for each day after the end of the Hire Period that the Equipment is retained by the Hirer or any third part
7. OWNER ' S OBLIGATION
- 7.1 The Owner shall at it's own expense carry out all periodical and other routine maintenance requirements in respect of the Equipment during the Hire Period. The Owner shall notify the Hirer of the date and time it will be undertaking such maintenance and the Hirer shall allow the Owner access to it's premises to effect such maintenance
- 7.2 Subject to Clause 7.1 the Owner shall at the expense of the Hirer undertake any and all repairs to the Equipment including the replacement of any parts of the Equipment during the Hire Period
- 7.3 The Owner shall have no liability whatsoever under these Conditions or otherwise in respect of any defect arising from wilful damage negligence abnormal working conditions failure to follow the Owner's instructions (whether oral or in writing) misuse alteration or repair of the Equipment otherwise than by the Owner (fair wear and tear excepted)
8. HIRER'S OBLIGATIONS
- The Hirer undertakes and agree:
- 8.1 Delivery and maintenance of the Equipment
- 8.1.1 to permit the Owner and any persons duly authorised by the Owner to enter on to the Site or any land at which the Equipment is for the time being sited so as to inspect and or repair or maintain the Equipment
- 8.1.2 not to obstruct or permit to be obstructed any of the Owner's agents or employees during repair or maintenance of the Equipment
- 8.1.3 to ensure that the Site is cleared on time to enable the Owner to complete its obligations within any time estimated and that there is adequate and unobstructed access to the Site for the Owner's vehicles
- 8.2 Use of Equipment
- 8.2.1 to use the Equipment in a skilful and proper manner and in accordance with all approvals required pursuant to Clause 4 and that the Equipment is operated and used by skilled and trained personnel
- 8.2.2 to ensure that only the number of persons for which the Equipment has been designed are allowed to use the Equipment at any time
- 8.2.3 to keep the Equipment suitably stored or housed at all times when not in use
- 8.2.4 to ensure that any instructions or manual supplied by the Owner for use of the Equipment are or will prior to the Equipment being brought into use be fully understood and will be observed by the Hirer and by any person who will be responsible for the use of the Equipment
- 8.2.5 to take such further steps as may be properly recommended by the Owner or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer or its servants agents or representatives
- 8.2.6 not to remove the Equipment from the Site without the Owner's consent and upon request of the Owner to inform the Owner in writing of the whereabouts of the Equipment.
- 8.2.7 to notify the Owner in writing of any change in the Hirer's address
- 8.2.8 not to sell or offer for sale assign transfer lease mortgage pledge sub-let or lend out or otherwise dispose of the Equipment or in any way part with the Equipment or any interest therein but to keep the Equipment in its own possession legal and physical under its control and to prevent the creation of any charge or lien thereon
- 8.2.9 throughout the Hire Period take all reasonable and proper care of the Equipment and if the Equipment or any part of the Equipment is destroyed damaged or lost to pay for the repair or replacement of such Equipment to the satisfaction of the Owner
- 8.2.10 not to remove any existing component mark plate or name ("Plate") from the Equipment and to ensure that any such Plate remains so affixed is conspicuous and is at no time obliterated or defaced
- 8.2.11 to deliver up (or procure delivery up) of the Equipment to the Owner at the end of the Hire Period (or any extension thereof agreed with the Owner)

9. RISK AND INDEMNITY

9.1 The Equipment during the Hire Period (and thereafter until the Equipment is returned to the Owner) shall be the responsibility of and at the sole risk of the Hirer for all loss or damage both to the Equipment itself the Hirer's employees and agents and to third parties. In the event that the Equipment shall become a total loss (whether as a result of its being lost destroyed damaged beyond repair confiscated or otherwise) the Hirer shall pay to the Owner upon demand an amount equal to the full new replacement value of the Equipment

9.2 The Hirer shall indemnify the Owner against all claims demands liabilities losses damages proceedings costs and expenses (on a full indemnity basis) whenever arising directly or indirectly

9.2.1 from the Hirer's failure to carry out its obligations under these Conditions or

9.2.2 by reason of any loss injury or damage (whether direct or indirect) suffered by any person from the presence of the Equipment on the Site or its possession use or operation during the Hire Period or any extension thereof or

9.2.3 by or in respect of any person for any indirect or consequential loss or damage and whether for loss of profit or otherwise costs expenses or other claims for consequential compensation whatsoever which arises (whether through the Owner's negligence or otherwise) out of or in connection with the possession supply use return or removal of the Equipment

10. INSURANCE

10.1 The Hirer shall at its own expense throughout the Hire Period or if longer for so long as the Equipment remains in its possession or under its control (without prejudice to any liability of the Hirer to the Owner):

10.1.1 insure the Equipment and keep the Equipment insured for its full new replacement value against all risks on a comprehensive policy without restriction or excess with a reputable insurance company

10.1.2 insure the Owner and the Hirer throughout the Hire Period against:

(a) all liability to any person or persons for death or personal injury and

(b) damage to or loss of any property and

(c) all indirect or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever and economic loss whether arising directly or indirectly out of the use or possession of the Equipment by the Hirer or the failure of the Hirer to comply with any of its obligations under these Conditions or arising from fire theft or vandalism

10.2 The Hirer will upon request by the Owner at any time produce to the Owner every such policy of insurance and the receipt for the current year's premium and the Hirer shall irrevocably authorise the insurers to pay to the Owner all monies payable under the said insurance policy in respect of any loss or damage to all or any part of the Equipment and shall ensure that the interest of the Owner in the Equipment shall be noted on the policy of insurance

10.3 In the event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to the Owner and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as the Owner shall require and shall not in any manner settle or compromise any such claim without the prior written request of the Owner

11. OWNER'S LIABILITY

11.1 Nothing in these Conditions shall be deemed to exclude or restrict the Owner's liability for death or personal injury resulting from its negligence

11.2 Where any claim in respect of the Equipment which is based on any defect in the quality or condition of the Equipment or its failure to meet specification is notified to the Owner within three days of delivery of the Equipment the Owner shall be entitled to replace the Equipment (or the part in question) free of charge or at the Owner's sole discretion refund the Hire Charges (or a proportionate part of the Hire Charges) but the Owner shall have no further liability to the Hirer

11.3 The Owner shall not be liable to the Hirer by reason of any representation implied warranty condition or under any express term of the Contract or in tort for any indirect or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever which arises (whether through the Owner's negligence or otherwise) out of or in connection with the possession supply use removal or return of the Equipment

11.4 The Owner shall not be liable to the Hirer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Owner's obligations in relation to the Equipment if the delay or failure was due to any cause beyond the Owner's reasonable control

11.5 Without prejudice to any other limitation or exclusion of liability under these Conditions the Owner's total liability for any one claim or the total of all claims arising from any one act or default of the Owner (whether arising from the Owner's negligence or otherwise) shall not exceed the amount of the Hire Charges

12. INSOLVENCY OF HIRER

12.1 In the event that :

12.1.1 the Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or

12.1.2 a mortgagor takes possession or a Receiver Administrative Receiver or Administrator is appointed of any of the property or assets of the Hirer or

12.1.3 the Hirer ceases or threatens to cease to carry on business

then without prejudice to any other right or remedy available to the Owner the Owner shall be entitled to cancel the Contract or suspend any further deliveries of Equipment without any liability to the Hirer and if the Equipment has been delivered but Hire Charges not paid then the Hire Charges shall become immediately due and payable

13. HIRE AND SUB-CONTRACTORS
- 13.1 The Hirer may sub-hire the Equipment or any part thereof. Any such sub-hire will not affect or reduce any of the Hirer's obligations to the Owner under these Conditions and the Hirer shall ensure any sub-hire will be on Conditions similar to these Conditions
- 13.2 In the event that the Hirer sub-hires the Equipment the Hirer undertakes to notify the sub-hirer that the Equipment is owned by the Owner and shall procure that the sub-hirer delivers up the Equipment forthwith upon the Owner's request to the Hirer
- 13.3 In the event that the Hirer or any sub-hirer shall become insolvent or suffer any circumstances detailed in clauses 12.1.1 -12.1.3 then the Hirer shall procure that the Equipment shall be returned to the Owner or (if the Owner shall so direct) procure that the sub-hirer shall enter into a rental agreement subject to these terms and conditions with the Owner
- 13.4 The Owner may appoint one or more sub-contractors to carry out part or all of its obligations under these Conditions
14. TERMINATION
- Without prejudice to the Owner's right to arrears of Hire Charges or other sums due for breach of these Conditions the Owner may terminate this Agreement on the occurrence of any of the following events:
- 14.1 if the Hirer shall fail to pay any Hire Charges or other sums payable pursuant to the terms of these Conditions or
- 14.2 if the Hirer shall commit a breach of any of the other terms and conditions of these Conditions or
- 14.3 if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Equipment are prejudiced or put in jeopardy whereupon the Owner's consent to the Hirer's possession of the Equipment shall determine immediately and the Hirer may take possession of the Equipment wherever it may be (whether at the Site or elsewhere) and shall be permitted to enter upon the premises of the Hirer or such third party as may have possession of the Equipment in order to take possession of the Equipment.
15. CONSEQUENCES OF TERMINATION
- 15.1 Immediately upon the hiring of the Equipment being determined in accordance with these Conditions the Hirer shall pay to the Owner:
- 15.1.1 all arrears of Hire Charges and any other monies accrued due and unpaid pursuant to the terms of the Rental Agreement or these Conditions
- 15.1.2 any costs and expenses incurred by the Owner in locating repossessing recovering or restoring the Equipment or collecting any payments due pursuant to these Conditions
- 15.1.3 interest calculated on a daily basis on any sums due to the Owner from the date due until the date of payment at the rate of 2% per annum over Barclays Bank plc Base Rate from time to time
- 15.2 The Hirer shall be solely responsible for ensuring the safe keeping supervision and custody of the Equipment until it is returned to or repossessed by the Owner
16. RETURN OF THE EQUIPMENT
- 16.1 Upon expiry of the Hire Period (howsoever caused) the Hirer shall at its own risk return the Equipment to the Owner (or as it may direct) unencumbered and in good repair and condition (fair wear and tear excepted) and the Hirer shall be solely responsible for the costs of removal and transport of the Equipment to the Owner's premises
17. GENERAL
- 17.1 No forbearance or indulgence on the part of the Owner in enforcing these Conditions or the Rental Agreement shall prejudice the rights of the Owner hereunder nor shall be construed as a waiver thereof
- 17.2 If at any time any one or more of the provisions of these Conditions becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereunder shall not in any way be affected or impaired thereby
- 17.3 All notices or other communications hereunder to any party shall be deemed to be duly given or made when delivered to the address of the addressee as specified in the Rental Agreement or such other address as may hereafter from time to time be notified by either party to the other
- 17.4 The headings in these Conditions are for convenience only and shall not affect its interpretation
18. JOINT AND SEVERAL LIABILITY
- When the Hirer consists of more than one person these Conditions and the Rental Agreement shall be binding on each such person jointly and severally
19. LAW
- These Conditions and the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts