

# GENERAL CONDITIONS OF HIRE

## 1. Application

These conditions shall apply to all contracts entered into by PHILSPACE LIMITED, hereinafter called 'the Owner' for hire of site amenity units and/or other equipment, hereinafter called 'Plant'. The Company firm, person, Corporation or public authority taking the Owner's Plant on hire is hereinafter called 'the Hirer'. These conditions shall override any terms or conditions sought to be imposed by the Hirer, inconsistent herewith, which are hereby expressly excluded.

## 2. Variation

No Variation of the contract or of these conditions shall be effective unless agreed in writing by an authorised officer of the Owner.

## 3. Commencement and Termination of Hire

The date of commencement of the hiring shall be that provided by the contract. The date of termination is that on which the Plant is returned to the Owner. Both days are chargeable to the Hirer. The hire period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's depot or place where next employed.

Where the hiring is indeterminate and not for a fixed period or continues after the termination of a fixed period without a new period being fixed, the hiring shall be terminated by either party by giving 3 working days' notice.

## 4. Delivery

The Hirer must notify the Owner of potential hazards, restrictions and obstructions prior to delivery of the Plant. In the event that hazards, restrictions or obstructions are not identified by the Hirer and the Owner is unable to deliver as a result, the Hirer will be liable for all costs incurred.

## 5. Conditions of Plant on Receipt

Unless the Owner receives notification to the contrary within 24 hours all Plant will be deemed to have been delivered in good working condition and to the Hirer's satisfaction.

## 6. Hirer's Duty to Return

The Hirer is absolutely responsible for safekeeping of Plant during the period of hire and for its return to the Owner at the termination of hire. If the Hirer fails to return the Plant for whatever reason, whether as a result of theft, loss, destruction or otherwise, whether due to negligence on the part of the Hirer or his servants or agents or not, the Hirer shall be liable to the Owner

- 6.1 for the cost of replacement of the Plant together with all costs arising therefrom
- 6.2 for the Owner's hire charges until payment of the costs under clause 5.1 hereof.

## 7. Care, Maintenance and Handling

The Hirer shall be responsible for keeping the Plant clean and maintaining it in good condition. The Hirer shall keep the Plant safe from damage. The Hirer shall not cause the Plant to be used for any purpose beyond its capacity or in a manner likely to result in undue deterioration. The Hirer shall keep himself acquainted with the condition of the Plant and shall not keep it in use after it has become defective, damaged or dangerous state. Should breakdown or damage occur to the Plant attributable to failure to observe the conditions in this clause or to negligence or misuse on the part of the Hirer or his servants, or to wilful or accidental damage however occurring, the Hirer shall be liable to the Owner.

- 7.1 for the cost of repairs, and

- 7.2 for the Owner's hire charges while the Plant is idle due to the breakdown or damage and while repairs are being carried out. The Hirer shall be liable for the cost of cleaning if Plant is returned in a dirty condition.

## 8. Equipment Failure or Breakdown

Breakdown or defects in Plant occurring as a result of ordinary usage or fair wear and tear will, at the Owner's option, either be repaired at the Owner's expense and with the least possible delay or, alternatively the Owner will replace the Plant. Except that in the case of an indeterminate hiring if repair is impracticable and if replacement Plant is not available the Owner may terminate the hiring forthwith.

The Owner will not, to the extent permitted by law, be under any liability whatsoever, however arising, to the Hirer for such termination or for any consequences of breakdowns and defects. The Hirer must notify the Owner of any breakdown defect of malfunction within three days of the same becoming apparent. The Hirer shall not attempt to effect repairs himself without the express authority of the Owner.

## 9. Site and Access

The Hirer shall be responsible for providing a safe, suitable and proper site for the Plant and also safe and suitable access to the site for the Owner's servants or agents, for purposes of delivery and collection of Plant, inspection, maintenance or replacement. The Hirer shall allow the Owner access at all reasonable times for such purposes. The Hirer shall be liable for any loss or damage or delay or loss of time arising from the Hirer's failure to provide and maintain such access. If site conditions demand it the Owner reserves the right to call in such equipment as necessary to reclaim the Plant and charge cost of the same to the Hirer.

## 10. Loading and Unloading

Where the Owner's employees undertake to assist in loading or unloading of Plant at the Hirer's site, they do so as servants or agents of the Hirer and under the direction and control of the Hirer.

The connection and disconnection of the Plant to the services will be the sole responsibility of the Hirer.

## 11. Sub-letting and Change of Site

The Hirer shall not sub-let the Plant, move the Plant from the site to which it was first delivered or consigned without the consent in writing of an authorised officer of the Owner.

## 12. Compliance with Law

The Hirer shall be responsible for complying with all relevant laws, byelaws and regulations applicable and incidental to the use and operation of Plant.

## 13. Accidents

If any Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice in writing shall be given to the Owner by the Hirer.

## 14. Insurance

The Hirer shall indemnify the Owner in respect of all claims for injury, loss or damage caused by or in connection with the hiring or use of the Plant by the Hirer. In particular the Hirer acknowledged that the Plant is not waterproof or fireproof and, if the Hirer intends to store items in the Plant which may be damaged by fire or water, he shall be responsible for insuring such items against any such damage.

## 15. Indemnity

The Hirer shall indemnify the Owner in respect of all claims for injury, loss or damage caused by or in connection with the hiring or use of the Plant by the Hirer.

## 16. Information, Advice, etc.

The Owner shall not be liable for any loss or damage however arising or attributable to any advice, statement or representation given by the Owner, its servants or agents to the Hirer in relation to Plant or the use of operation of Plant, whether regarding specification, performance capability or suitability for any purpose, except to the extent the same was given negligently.

## 17. Consequential Loss

The Owner shall not in any event be under any liability to the Hirer for any other loss, damage or liability arising out of the Contract and whether or not caused by the Owner's negligence including but not limited to loss of profits or other economic loss and the Hirer shall indemnify and keep indemnified the Owner against any claims made against the Owner by third parties in respect of any damage or liability.

## 18. Force Majeure

The Owner shall not be under any liability for any consequences of delay or failure in carrying out the contract caused by Force Majeure or circumstances outside the direct control of the Owner.

## 19. Payment

Payment is due within 30 days from the date of invoice. In the event of late payment the Owner shall be entitled to charge interest on amounts outstanding (both before and after judgment) at the rate of 4 per cent above HSBC Bank plc base rate for the time being in force.

## 20. Right to Repossess

In the event of any breach of the terms and conditions of this Agreement by the Hirer, the Owner shall be entitled, in addition to any other rights or remedies available to it, to repossess without prior notice the Plant and any contents therein until the breach has been remedied to the Owner's complete satisfaction.

The Hirer hereby irrevocably grants to the Owner the right of access to all or any site for the purpose or removing the Plant in exercise of the conditions contained in the above paragraph.

The Owner shall not be liable for any loss or damage to the Plant or contents in exercise of the rights to repossess.

Upon removal of the Plant the Owner shall have a contractual lien over all the Hirer's goods plant machinery and other items found therein until payment of the unpaid hire charge.

If upon the expiry of 14 days from removal of the Plant from site the hire charge still remains outstanding the Owner will have the right to sell the items found in the Plant as the Hirer's agent and, after deducting the costs of sale therefrom, to set off the net sale proceeds against any hire charges owed by the Hirer to the Owner then outstanding and finally to forward the Hirer the balance of any sale proceeds.

## 21. Cancellation

In the event that the Hirer wishes to cancel the delivery/ collection they must do so by providing not less than 24 hours' notice in writing. Failure to provide such notice will result in the Hirer being liable for any costs incurred.

## 22. Plant purchase

The Hirer shall have the option, exercisable by not less than twenty business days' written notice to the Owner, to purchase the Plant on the last business day of the rental period at the purchase option price.

The purchase option may be exercised only if all the amounts due to the Owner under this agreement are up to the date of exercise of the purchase option have been paid in full by the Hirer.

Upon completion of the purchase, title to the Plant will pass to the Hirer.