

Badgefleet Limited t/as Dale Hire & Sales

Standard terms and conditions for hiring equipment

1. Introduction

a) This is a contract for you to hire equipment from us. We are hiring the equipment only to you. You must not let anyone else use the equipment and you must not sell, lend or hire it to anyone else. b) We have agreed with you:

- The details of the equipment that you are hiring from us;
- How long you are hiring the equipment for;
- The deposit and hire charges;
- The site address (if this applies); and
- The cost of delivery, collection (including waiting time) and other services (if these apply)

c) If you are hiring the equipment from us to use in your business, all of the conditions of this contract apply to you, apart from the conditions in paragraph 16 ("Hire as a consumer").

d) If you are hiring equipment from us only for private, domestic purposes, the law gives you, as a consumer, certain rights and protections. In paragraph 16 ("Hire as a consumer") we have set out some different conditions that will apply to you if you are hiring equipment as a consumer. Please make sure you read all the conditions, particularly those that cover your responsibilities if the equipment is stolen or damaged while you are hiring it.

2. Collecting and returning the equipment

a) Unless we agree otherwise with you, you are responsible for collecting the equipment from us and for returning it to our depot at the end of the hire period. The equipment is your responsibility from the time we have it over to you at our depot.

b) Our staff will sign for the equipment you return to us, which then becomes our responsibility.

3. Delivery, collection and other services on site

a) If we agree with you to deliver equipment on site, the equipment is your responsibility from the time we have unloaded it on site.

b) If we agree with you to deliver or collect equipment or to provide other services on site, you must pay for the delivery, collection or other services on top of the hire charges. If our staff have to wait on site before making a delivery or collection or before providing other services, we will also be entitled to charge for waiting time at the agreed rate.

c) You are responsible for clearing and preparing the site to make it safe and ready for our equipment.

d) We will make every effort to deliver or collect equipment or to provide other services at the time agreed with you. However, we cannot accept responsibility for any costs or expenses you have if we are not able to do so for reasons beyond our control.

- e) You must make sure that you (or your representatives) are available on site to oversee the delivery or collection of the equipment, or our other services.
- f) If the equipment needs to be installed on site, you will be responsible for arranging this. Installation must be carried out by competent properly-qualified and supervised staff.
- g) If we agree with you to collect equipment from site, our staff will sign for the equipment when it is collected. The equipment is our responsibility once our staff sign for it. We will check the equipment once it comes back to our depot to make sure that it is clean, not damaged and working properly.

4. Condition of the equipment when you return it or we collect it

- a) You must return the equipment to us (or make it available for us to collect) clean, undamaged and working properly.
- b) If you do not return the equipment to us (or make it available for us to collect) clean, undamaged and working properly, you will be responsible for our reasonable costs for any repair or cleaning (or both) which we have to carry out so we can hire it out again.

5. Access and safety on site

- a) You must make sure that there is adequate and safe access to the site so we can deliver or collect the equipment or provide other services on site. You must make sure that there are suitable and safe loading and unloading facilities.
- b) When our staff are on your site to deliver or collect equipment or to provide other services, they are under your direction and control. You must make sure that they can work safely and efficiently on your site.
- c) You will be responsible for any damage or injury cause to, or by, our staff, vehicles or equipment while on your site (unless our staff have been negligent or have failed to follow your proper instructions).

6. Using the equipment safely

- a) If the equipment causes damage or injury to any person or property, you must let us know immediately.
- b) If the equipment is damaged while you are using it, you must stop using it straightaway and must let us know immediately.
- c) While you have the equipment, you are responsible for making sure it is used safely, correctly and reasonably, in just the same way as you would be responsible if you owned the equipment. You must make sure that the equipment is used only by a competent, properly-qualified and supervised operator. You must follow any instructions that we give you on using the equipment safely and correctly.
- d) You are responsible for carrying out routine safety checks on the equipment.

7. Maintaining the equipment

- a) While you have the equipment, you are responsible for its running maintenance, such as lubrication. You must carry out running maintenance whenever necessary to make sure that the equipment is not suffering from too much wear and tear, or being used in a way that is damaging it.
- b) We will tell you if a service of the equipment is due while you have it. We will arrange to come to the site to carry out the servicing.
- c) You are responsible for refuelling the equipment (and you must make sure that you use the correct type of fuel or voltage (or both)). You are also responsible for repairing punctures and for replacing broken glass.

8. Breakdown

- a) If the equipment breaks down, you must let us know immediately.
- b) You will be responsible for all hire charges up to the time you let us know that the equipment has broken down. Apart from under paragraph 8c, we will make an allowance against the hire charges for idle time ('idle time' is the time during which you cannot use the equipment). The allowance will start from the time you let us know about the breakdown.
- c) We will not give an allowance for idle time if a breakdown has been caused by your negligence or failure to follow instructions that we give you on using the equipment safely and correctly, and maintaining the equipment. You will also be responsible for our reasonable costs for repairing the equipment.

9. Protecting the equipment

- a) The equipment must stay in your possession and control at all times. If we ask you to do so, you must give us the address of the site where the equipment is (or will be) located. You must not move the equipment off site. You must let us have access to the equipment whenever we reasonable need it.
- b) While you have the equipment, you are responsible for looking after it and for taking all reasonable steps to protect it, in just the same way as you would if you owned the equipment, in particular:
 - You must take reasonable steps to keep the equipment secure; and
 - You must take reasonable steps to avoid damage to the equipment.
- c) While you have the equipment, you must not:
 - Modify or adapt the equipment or remove any labels;
 - Repair or try to repair the equipment, unless you have our permission (this does not prevent you from carrying out necessary running maintenance such as lubrication); or
 - Continue to use the equipment if it has been damaged.

10. Loss, damage and insurance

- a) While you have the equipment, you will be responsible for fire, theft and damage (accidental or otherwise) to the equipment. Your responsibility continues until we have signed for the equipment when you return it to us (or we collect it from you). This means that your responsibility for the equipment continues while it is in your possession and control, even if you have told us that the equipment is off hire (equipment is 'off hire' when you have told us to collect it because you no longer need it).

b) If the equipment is stolen or damaged beyond economic repair (accidentally or otherwise) while you have it, you must let us know immediately. You will be responsible for paying us:

- The manufacturer's recommended list price for the equipment, less a reasonable allowance representing the fair wear and tear to the equipment we hired to you; and
- Two thirds of our standard hire charges for the period from the theft or damage until the time we receive your payment for the amount mentioned in the paragraph above.

We recommend that you check your insurance to make sure that it covers your responsibilities.

c) You are not responsible for fair wear and tear to the equipment while you have it. Neither are you responsible for any damage to the equipment which results from a fault in the equipment or from our negligence or failure to keep to our responsibilities under this contract.

d) If somebody other than you makes any claim against us for any loss, damage or injury caused by the equipment while you have it, you must meet the cost of a claim on our behalf. The only exception to this is where the loss, damage or injury results from our negligence or failure to keep to our responsibilities under this contract.

e) Accidental Damage Protection (ADP) shall not apply, and customers shall remain fully liable for damaged equipment where:

- Damage to Hire Goods was directly or indirectly the result of: (a) misuse or use contrary to instructions; or (b) malice or any deliberate act; or (c) negligence or want of care; or (d) an act or omission by any person who is not you or in your direct employment; or (e) failure to use and maintain equipment in accordance with the manufacturers guidelines.
- All reasonable steps to protect the equipment hired to you and prevent accidental damage have not been undertaken.
- Equipment is lost or stolen.
- Equipment is not returned.
- Damage is not reported within 24 hours of the damage occurring.
- Damage is caused by chemical spills, paint, concrete, masonry (or similar) spillage or overspray.
- Damage arises from failure to clean and conduct general routine maintenance of the equipment, where cleaning and maintenance is your responsibility under the terms of the contract.
- Damage is the result of a breach by the Customer of any terms of the Contract.

ADP will cease to apply at the end of the relevant hire period (or when you stop paying for the relevant hire goods, if earlier). ADP does not provide compensation for loss or damage caused to your or any third party property and / or to any person or person(s). In certain circumstances ADP will not be available and Dale Hire reserves the right not to offer the scheme to particular customers at their discretion at any time. Dale Hire reserves the right to withdraw the product at any time. The ADP damage waiver charge is not refundable, and there is no cash value to the £500 protection limit or any unused portion thereof.

11. Deposit

- a) We can ask you to pay a deposit for the equipment.
- b) If you return the equipment to us (or make it available for us to collect) on time and clean, undamaged and working properly, we will refund the deposit to you, after taking off any hire charges or other amounts which you owe us.
- c) If you don't return the equipment to us (or make it available for us to collect) clean, undamaged and working properly, we will keep some or all of the deposit to cover our reasonable costs for any repair or cleaning (or both) which we have to carry out so we can hire it out again. We will refund the rest of the deposit to you, after taking off any hire charges or other amounts which you owe us.

12. Hire Charges

- a) We have agreed with you the daily and weekly hire rates.
- b) You must pay the daily and weekly hire charges (without taking off any amounts) during the following periods:
 - If we agree to deliver or collect the equipment, you must pay the hire charges from the day we deliver the equipment to your site up to (and including) the day you tell us that the equipment is off hire.
 - If you collect the equipment from our depot, you must pay the hire charges from the day you collect the equipment up to (and including) the day you return the equipment to us.
- c) If we have agreed with you a weekly hire rate, you must pay at least one week's hire (even if you take the equipment off hire before the end of the first week). If you take the equipment off hire part-way through the second or any following week, we will charge you a proportionate rate for the part week. We work out weekly rates for nonmechanical goods (such as scaffolding) using a seven-day week. We usually work out weekly rates for mechanical goods using a five-day week. We will tell you beforehand if we are going to use a seven-day week in your case.
- d) Unless we agree otherwise in writing or you are an unauthorised credit customer then you must pay all amounts you owe us in relation to hiring the equipment (whether we issue a formal demand for payment or not) either:
 - When you return (or we collect) the equipment.
 - If the hire continues for more than a week then you must pay the amounts you owe each week at the end of each complete week of hire.
- e) Authorised credit customers must pay all hire charges by the 30th day of the month following the date of invoice, unless an agreement in writing has otherwise been approved.
- f) Interest at the rate of 4% per annum above Royal Bank of Scotland Bank plc's base rate from time to time in force shall accrue after as well as before any judgement on any overdue payments.
- g) Where applicable toll and congestion charges will be payable by the Hirer.

13. Ending this contract

- a) Unless we have agreed a fixed period of hire, you can end this contract at any time by:
- Returning the equipment to us at our depot; or
 - Telling us that the equipment is off hire and is available for collection (this only applies if we have agreed to collect the equipment from your site).
- b) If we have agreed a fixed period of hire, you must return the equipment to us (or make it available for us to collect) during our advertised opening hours on the last day of the fixed period.
- c) Unless we have agreed a fixed period of hire, we will be entitled to end this contract at any time by giving you seven days' notice in writing.
- d) We will be entitled to end this contract at any time (including during any fixed period of hire) without giving you any notice if:
- You fail to pay any of the hire charges by the date they are due;
 - You do not keep to your responsibilities under this contract;
 - You go over any credit limit that we have agreed with you; or
 - You become bankrupt or go into liquidation (whether voluntary or compulsory), enter into an agreement with your creditors, have a receiver, administrative receiver or administrator appointed over all or any part of your assets, or we have good reasons to think that you will not be able to pay the hire charges.
- e) If we end this contract, you must immediately return the equipment to us or make it available for us to collect. If we end this contract for one of the reasons set out in paragraph 13d, you must immediately pay all amounts you owe us in relation to hiring the equipment.
- f) If you do not return the equipment to us (or make it available for us to collect) when the contract ends, you authorise us to visit any premises where we reasonably believe the equipment is kept, so we can repossess it. You will have to pay our reasonable costs of collecting the equipment. If you are a consumer, we will not visit your premises to repossess the equipment unless we have a court order authorising us to do so.

14. Limits of liability

- a) We take account of a number of things when we set our hire charges. One of the factors is the extent of our liability to you if something goes wrong.
- b) Our total liability to you in connection with you hiring the equipment is limited to three times the total amount of hire charges you have paid (or are due to pay) for the equipment at the time of the event giving rise to our liability.
- c) We will have no liability to you at all for the following losses.
- Loss of revenue.
 - Loss of profits.
 - Loss of goodwill (such as customer loyalty).
 - Loss of business.
 - Loss of expected savings.
 - Loss of production.
 - Any loss which would not naturally have been expected to result from our actions.

- d) The limit to our liability applies no matter whether our liability has arisen because we have not kept to our responsibilities under this contract, have been negligent or for some other reason.
- e) If you think that you have a claim against us you must let us know in writing as soon as you can (and within six months of finding out about your claim) so we can investigate it properly.
- f) By law, we are not allowed to limit our liability for death, or personal injury resulting from our negligence. So, paragraph 14 is not intended to limit our liability for death or personal injury.

15. Buying equipment and consumables

- a) If we agree to sell you the equipment or any consumables (for example, saw blades, drill bits or similar items associated with using the equipment), the following conditions will apply.
- We will agree with you the price of the equipment and consumables. If we do not do this, the price will be that set out in our standard price list that applies at the date you order the equipment or consumables.
 - Any time or date for delivering the equipment and consumables is only an estimate and we do not have to keep it.
 - We will stop being responsible for loss or damage to the equipment and consumables when we deliver them to you.
 - Ownership of the equipment and consumables will not pass to you until we have received your payment for the equipment and consumables, together with payment for the equipment of any other amounts you owe us under any other contracts we have with you. We will be able to take the equipment and consumables back if you fail to pay us on time, go into liquidation (whether voluntary or compulsory), enter into an agreement with your creditors, or have a receiver, administrative receiver or administrator appointed over all or any part of your assets, or if we have good reasons to think that you will not be able to pay.
 - We guarantee that the equipment and consumables will be satisfactory quality. Our guarantee does not cover the quality of equipment which we have told you about or which you should have been aware of after having an opportunity to examine the equipment.
 - Our total liability to you in connection with selling the equipment and consumables is limited to an amount equal to the price you paid (or are due to pay) for the equipment and consumables. The limit to our liability applies no matter whether our liability has arisen because we have not kept to our responsibilities under this contract, because we have been negligent, or for some other reason.
 - We will have no liability to you at all for the following losses.
 - Loss of profits.
 - Loss of goodwill (such as customer loyalty)
 - Loss of business.
 - Loss of expected savings.
 - Loss of production.
 - Any loss which would not naturally have been expected to result from our actions.

16. Hire as a consumer

- a) If you are hiring equipment from us only for domestic purposes, you will be dealing with us as a 'consumer'. The conditions set out in this paragraph apply only to our customers who are consumers.
- b) You must read the conditions set out in this paragraph with the rest of this contract. The rest of the contract still applies to you, but you have the benefit of the more favourable conditions set out below.
- c) Safety and maintenance we acknowledge that you are unlikely to have any specialist knowledge on using the equipment safely and correctly, and maintaining it. However we expect you to:

- Follow any instructions we give you on using the equipment safely and correctly, and maintaining it; and
- Use and maintain the equipment sensibly, as it is reasonable for us to expect from someone without specialist knowledge.

If you are not sure about how to use or maintain the equipment, contact us for advice.

d) **Loss, damage and insurance** If the equipment is stolen or damaged beyond economic repair (accidentally or otherwise) while you have it, you will be responsible for paying us the manufacturer's recommended list price for the equipment, less a reasonable allowance for fair wear and tear. You will not be responsible for paying more hire charges once you have told us that the equipment has been stolen or damaged beyond economic repair. We recommend that you make sure you have insurance cover against your liability. Here are two insurance options that are open to you.

- First, you may be able to cover the equipment for fire, theft and damage (accidental or otherwise) under your household insurance. You will need to speak to your insurance company to make sure that you will be covered. Please ask us for any information that you need (for example, the value of the equipment).
- Second, we can arrange insurance for you. You will pay the reasonable cost of this insurance on top of the hire charges. There is an excess under our insurance policy which you will have to pay if we have to make a claim because the equipment is stolen or damaged while in your possession.

e) **Liability** If either you or we fail to keep to our responsibilities under this contract, neither of us will be responsible for any losses that the other suffers as a result, apart from those losses which would naturally have been expected to result from our actions. The limits on liability in paragraph 14 will not apply to you.

f) **Buying equipment and consumables** Paragraph 15 will not apply to you if you buy any equipment or consumables from us.

g) **Consumer Credit Act 1974** This contract is not regulated by the Consumer Credit Act 1974. For this reason, you are not allowed to hire the equipment from us for more than three months, and must return the equipment to us within three months.