

**T E R M S A N D C O N D I T I O N S**

**1. DEFINITIONS AND LAW**

The complete contract is the document or documents that set out these conditions and all other details relevant to a particular agreement and is hereinafter referred to as "the Contract". The hired item(s) are those stated in the relevant Contract and are hereinafter referred to as ‘the Equipment'. The Hirer is the person, firm, company, corporation, public authority or body taking the suppliers equipment on hire. The parties to the Contract are the supplier of the Equipment and the Hirer named in the Contract and where applicable any person purporting to act on behalf of the Hirer in these conditions consequential loss shall include any loss of contracts or loss of profits whatsoever. These conditions have effect in substitution for and to the exclusion of any conditions put forward by the Hirer. This Contract shall be governed by and construed in accordance with the law of England.

# 2. BASIS OF CHARGING

The Hirer will pay the hire charges stated in the Contract. Hire charges will commence from the time stated in the Contract and will continue during the period of hire until a collection or offhire number has been given by the supplier to the Hirer or until the equipment is restored to the supplier in a clean and serviceable condition against the suppliers receipt. All time is chargeable including Saturday, Sunday, Bank Holidays etc, All charges are payable on demand. We require a minimum of 14 days notice to off-hire the goods. We reserve the right to charge for the goods until collection during this time.

Payments should be made no later than 30 days from the month end following the date of invoice. If payment is not made on due date the supplier will be entitled to interest on the amount that is overdue at the contemporary base rate of Barclays Bank Plc. plus 4% calculated on a daily basis. This shall be without prejudice to any other rights or remedies of the Supplier. The Hirer will pay any charges reasonably incurred in the recovery of money or Equipment. Any equipment purchased from Border Group will remain the property of Border Group until payment is made in full.

# 3. DELIVERY AND CARRIAGE CHARGES

All times quoted or stated for delivery are approximate only. Hire charges do not include carriage. Any expenses incurred by the Supplier in delivering or collecting Equipment or attempting the same will be paid by the Hirer. Where carriage charges are quoted by the Supplier such charges will include only for the time required to load or unload alongside the Supplier's vehicle at the address specified by the Hirer. The Hirer will pay for further time or attendance.

# 4. MAXIMUM PERIOD OF AGREEMENT (if Hirer is not a Limited Company)

If the hire is an individual or partnership (including a unincorporated body or persons) and not a Limited Company the contract will terminate not later than three months from the commencing date of the period of hire. In such circumstances the Hirer will not later than close of business on the penultimate day of the said three months restore the Equipment to the Supplier. Equipment not restored to the Supplier will be subject to a charge equating to the financial loss to the Supplier.

# 5. WHEN THE CONTRACT COMES INTO BEING

The contract shall come into being between the Hirer and the Supplier when the Hirer has placed an order detailing his requirements and agreeing to be bound by these conditions and the Supplier has accepted the order.

# 6. RESPONSIBILITIES OF THE HIRER AND PERSON MAKING THE CONTRACT

The person making the Contract warrants that he has authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that maybe incurred by the Supplier if this is not so. The said person and Hirer jointly and severally hereby undertake to ensure that no-one uses the Equipment who is not properly instructed in its safe and proper operation, and to ensure that every user is in possession of instructional material (if any) supplied by the Supplier and will not allow the Equipment to be misused.

# 7. WHEN SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE

Where for administrative convenience the Hirer or his agent is requested by the Supplier to sign for the receipt of the Equipment before the Equipment is handed over, the Hirer or his agent will examine the Equipment at the time of the physical handover and the effect of such signature shall become effective until immediately after the physical handover.

# 8. RESPONSIBILITY OF HIRER

When transported by the Hirer or his agent, the Hirer will be responsible for the loading and unloading of Equipment at the address specified by the Hirer and likewise at the Supplier's premises. Any person supplied by the Supplier shall be deemed to be an employee of the Hirer or his agent at such times.

The Hirer's responsibility for the Equipment commences on receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends only when the Hirer is in possession of the Supplier's unqualified receipt for all of the Equipment. The Hirer will not sell or otherwise part with control of the Equipment. The Hirer will at all times and in all respects indemnify the Supplier against and from any and every expense liability financial loss claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage to or loss of any property whatsoever (other than the Equipment itself which shall be governed by conditions 13 and 14) arising out of or in connection with or consequent upon the delivery use non-use repossession collection return or non-return of the Equipment or any part thereof.

Upon receipt of delivery the hirer is required to check all equipment where it shall be deemed in good order and wholly free from damage. Any shortages or damages to equipment must be notified to Border Group Ltd within 24 hours of hire commencement. If the hirer fails to do so they will be responsible for the cost of replacement charges at end of hire

Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the unfair Contracts Terms Act 1977 or any statutory modification thereof.

# 9. INSTALLATION AND DISMANTLING

For barrier installations on site, a clear level width of road is required of no less than 6.5 metres for handling. All lighting for loading/offloading/installation to be provided by main contractor/hirer. Any delays caused by factors under the control of the hirer, which prevents our installation time being achieved or incurring additional time on site loading/off loading will result in charges for ‘standing time’.

# 10. TRANSPORTATION

We will require a minimum safety zone, as specified in Chapter 8, on the outside of the line of barriers, to protect our operatives during installation/handling. All traffic management is the

hirer’s responsibility unless clearly agreed in writing prior to commencement of works. Full vehicle off/reloading time is 2 hours per load, for part loads off/loading time is 1 hour. Over this period will result in charges for standing time being incurred. Standing time is charged at £65 + vat per hour. This applies when the hirer is off/reloading and also when a Border Group Ltd

vehicle is equipped with a Vehicle Mounted Forklift or Hi-Ab to off/reload. Any changes to the contract throughout the hire that has not been agreed prior to commencement may incur additional charges i.e. where equipment or assistance is no longer available or where equipment is part off-hired. Any alteration to quantities/installation/transportation/handling arrangements may alter quotations or incur additional charges, during and on completion of the hire.

# 11. ELECTRICAL EQUIPMENT

Where the Equipment is electrical in part or in whole it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets this must be carried out by a competent person who must also re-instate it to its original condition. It will be the Hirer's responsibility at all times to arrange suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is a double insulated specification. The Hirer will be responsible for complying with the requirements of the Electricity at Work Regulations 1989, during the period of the Hirer's responsibility for the Equipment. As defined in Condition

8(ii) of these Conditions. If Border Group arrange to the cross-hire of generators, heaters etc on behalf of the hirer they do not accept responsibility in the event of a breakdown. The subcontractors terms and conditions will apply.

# 12. MAINTENANCE OF EQUIPMENT BREAKDOWN PROCEDURES AND ACCIDENT REPORTING

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable, and clean. Any breakdown or unsatisfactory working of Equipment must be immediately notified to the Supplier. Under no circumstances will the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. The Equipment must be returned to the Supplier's premises for examination except where examination elsewhere has been mutually agreed. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person the Hirer will notify the Supplier immediately.

# 13. REMOVAL OF EOUIPMENT

Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

# 14. CONSEQUENTIAL LOSSES

The Supplier shall not be liable for any consequential losses to the Hirer including any expense liability loss claim, or proceeding whatsoever caused by or arising out of the late delivery, nondelivery, unsuitability or lawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the Equipment. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977 or any statutory modification thereof.

# 15. INSURANCE AND RESPONSIBILITY FOR LOSS. STOLEN OR DAMAGED EQUIPMENT

The Hirer agrees to pay the Supplier the full replacement cost of any Equipment, which is lost, stolen, or damaged beyond economic repair and must have adequate insurance to cover the goods for the duration of the hire. All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft, or damage of the Equipment shall to the extent that any payment is due to the supplier under this condition be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without express consent of the Supplier.

# 16. NON RETURNED, LOST, STOLEN. DAMAGED OR UNCLEAN EOUIPMENT

The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment. The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclean. Additionally the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.

Where Equipment is lost or stolen or damaged beyond economic repair the Hirer accepts liability to pay for all financial loss to the Supplier until the liability referred to in Condition 15 is discharged. The Hirer's liability under this condition shall be without prejudice to any other rights of the Supplier.

# 17. TERMINATION OF HIRE

The Supplier shall be entitled at any time if the Hirer is in breach of this Contract or if any act or proceeding in which the Hirers' solvency is involved is commenced, to terminate this Contract (such termination to be effected immediately) and to repossess the Equipment or part thereof. Such termination shall not affect the right of the Supplier to recover from the Hirer any monies due under this Contract or damaged for breach thereof.

# 18. RIGHTS OF ACCESS

The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes any Equipment or any part thereof to be and in so far as the Supplier in his absolute discretion deems necessary to inspect test repair replace or repossess the same.

# 19. RIGHTS RESERVED

Any failure by the supplier to enforce any or all of these Conditions shall not be constituted as a waiver of any of the Supplier's rights hereunder.

# 20. SEPARATE TERM VALIDITY

Should any term of this Contract be held invalid such invalidity shall not affect the validity of the remaining terms. Headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.

# 21. BOOKING DEPOSIT

Border Group Ltd reserve the right to obtain a non-refundable booking deposit of 25% of the total order value prior to the event and/or request full payment prior to the event.

# 22. CANCELLATION FEES

Cancellation of any contract, verbal or otherwise, will incur the following charges:-

Cancellation 46 days or more before delivery: 25% of the total amount.

Cancellation between 45 and 22 days before delivery: 50% of the total amount.

Cancellation 21 days or less before delivery: 100% of the total amount.

**23. PERSONAL INJURY/LIABILITY COVER**

It is the Hirer's responsibility to have cover for personal liability for personal injury/liability.

# 24. DAMAGE TO SITE

Border Group Ltd is not responsible for any damage caused by or as a result of bad weather conditions. The Hirer will be responsible for the supply of boarding or tracking to assist with placement and de-rigging. The Hirer must take reasonable steps to ensure a clear level site for the equipment to be sited.

# 25. ADVICE

# If Border Group Ltd or any Border Group Ltd employee give advice it is provided strictly on the basis that it is for guidance only, and without any responsibility being accepted. The onus is on the Hirer to verify the accuracy and/or appropriateness of such advice and to accept or reject accordingly. If any such advice is given it is given on the basis that no legal liability shall attach to Border Group Ltd or any Border Group Ltd employees. The Hirer shall fully and completely indemnify Border Group Ltd and any Border Group Ltd employees against all claims, demands etc. by any person whatsoever for the injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from the giving of such advice whether arising under statue or common law or from the negligence or breach of duty or other wrongful act of omission of Border Group Ltd or any of Border Group Ltd employees.

# 26. QUOTATION VALIDITY

Quotations all valid for a period of 28 days and are subject to fuel and/or transport cost increases when applicable

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