

TERMS AND CONDITIONS OF HIRE

1. PAYMENT.

The time of payment shall be of the essence of this agreement and the hirer's failure to pay any rental or part of any rental within seven days after the same shall have become due shall be deemed a repudiation of this agreement by the hirer. Payment despatched at the risk of the hirer.

2. OTHER COVENANTS BY HIRER.

During the continuance of the hiring the hirer shall;

- a) Keep the equipment at the address stated on the hire agreement unless otherwise authorised by Coveya Ltd.
- b) Permit Coveya Ltd at all reasonable time to enter upon the premises where the equipment is kept for the purpose of inspecting the equipment (and of carrying out any necessary repairs thereto)
- c) Keep the equipment free from lien distress execution or other legal process.
- d) Promptly inform Coveya Ltd when the equipment is in need of repair or adjustment and not request, permit or authorise any other person other than Coveya Ltd or any person authorised by Coveya Ltd to carry out any repairs or adjustments.
- e) Not to take the equipment or allow the equipment to be taken outside the United Kingdom without the written consent of Coveya Ltd.
- f) Return the equipment in the same condition as when received (normal wear and tear excepted) to Coveya Ltd at Unit 1 St Ivel Way Bristol BS30 8TY and on the date specified on the hire agreement unless otherwise agreed, and will use the equipment in a reasonable and lawful manner. Should the hirer not return the equipment at the agreed time the hirer will pay to Coveya Ltd a penalty charge at a tariff equal to one-fifth of the weekly tariff shown on the hire agreement for each day over the agreed time.
- g) Keep the equipment in substantial repair and condition and bear the cost of replacement of all missing, damaged or broken goods or parts thereof with goods or parts of equal quality and value.
- h) Shall at the request and cost of Coveya Ltd do and concur in doing and permit to be done in his name or by his appointed agents, all such acts and things as may be necessary or reasonably required by Coveya Ltd or the equipment for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any other parties in respect of any loss or damage to or in connection with the equipment during the period of time between the commencement of hiring and the equipment's return to Coveya Ltd and Coveya Ltd shall account to the hirer for any sums recovered by Coveya Ltd and due to the hire from such other parties under this clause, after setting off any outstanding liability of the hirer to Coveya Ltd.
- i) Shall inform Coveya Ltd within forty eight hours, excluding weekends and public holidays, of any loss or damage to the equipment and of any fault therein which reasonable required repair, and must not, in the case of damage or fault which makes the equipment liable to cause danger to any person or property, use the equipment until such damage or fault has been repaired or corrected.
- j) Not sell or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof or otherwise deal with the same in any manner inconsistent with Coveya Ltd ownership.

3. TERMINATION BY OWNER.

If the hirer shall make default for seven days in payment of any sum payable hereunder or shall fail to observe or perform any of the other terms and conditions of this agreement or if the hirer shall have misrepresented any of the facts stated or if the hirer shall commit an act of bankruptcy or have a receiving order made against him or shall make any arrangement with his creditors or if distress or execution shall be levied or threatened upon any of the hirer's property then Coveya Ltd shall be at liberty by notice in writing forthwith to terminate this agreement and thereupon and the hiring thereby constituted shall for all purposes terminate. Thereafter the hirer shall cease to be in possession of the equipment with Coveya Ltd consent and subject to any pre-existing liability of the hirer neither party shall have any rights against the other save that Coveya Ltd shall be entitled to repossess the goods and for that purpose to enter upon the premises in which the same are kept.

4. NOTICES.

Any notice required or permitted to be given by Coveya Ltd to the hirer hereunder shall be validly given if served personally on the hirer or sent by registered post to or left at the address of the hirer stated on the hire agreement or to or at the hirer's last known address and shall be deemed to have been received by the hirer forty eight hours after posting.

5. INSURANCE.

The hirer shall be responsible for the insurance of the equipment up to the full market value including all third party liabilities.

6. MAINTENANCE OF EQUIPMENT.

So long as the hirer is not in default of any of his obligations under this agreement Coveya Ltd will during the continuance of the hiring service and repair the equipment free of charge and if the equipment has to be removed to repair will as soon as is expedient and subject to availability and also to any legal requirements or restrictions for the time being in force provide the hirer on loan free of charge similar equipment but the hirer shall remain liable for payment of rentals hereunder notwithstanding that the equipment comprised in the agreement is out of use awaiting or undergoing repair or adjustment. Save as aforesaid Coveya Ltd shall not be responsible for any defects in the equipment and shall not under any circumstances be liable to make any payment to the hirer in respect of any loss, injury or damage sustained by the hirer or any third party as a result of the presence or use of the equipment or any defect therein.

7. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and, unless otherwise agreed in writing, for unloading and loading of the equipment at the site and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the equipment be regarded as the servants or agents of the Hirer (but without prejudice to any of the conditions of Clause 13) who alone shall be responsible for all claims arising in connection with unloading and/or loading of the equipment by, or with the assistance of, such personnel.

8. LIMITATION OF LIABILITY



Except for liability on the part of the Owner which is expressly provided for in the contract (including these clauses):

- a) The Owner shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond his reasonable control.
- b) The Owner shall have no liability or responsibility, whether by way of indemnity or by any reason of any breach of the Contract, breach of statutory duty or misrepresentation or by any reason or the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirers loss of profit, loss of use of the plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- c) Whenever the Contract (including these Clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

9. HIRERS RESPONSIBILITY FOR LOSS AND DAMAGE

- a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clauses 4,5,8 and 9 of this agreement.
- b) During the continuance of the hire period the Hirer shall subject to the provisions referred to in subparagraph (a) Make good to the Owner all loss of or damage to the plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 9 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the plant during the continuance of the hire period, and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss of or damage to the plant, hire charges shall be continued at idle time rates as defined in Clause 25 until settlement has been effected.
- c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury due to or arising:
 - (1) prior to delivery of any plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the plant is in transit by transport of the Owner or as otherwise arranged by the Owner,
 - (2) during the erection and/or dismantling of any plant where such plant requires to be completely erected/dismantled on site, always provided that such erection/dismantling is under the exclusive control or the Owner or his agent,
 - (3) after the plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such a highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner,
 - (4) where plant is travelling to or from a site on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner.

10. GENERALLY.

In this agreement the equipment includes all replacements and renewals thereof and all accessories and additions thereto whether made before or after the date of this agreement. No relaxation forbearance or indulgence by Coveya Ltd in enforcing any of the terms and conditions of this agreement nor by the granting of time by Coveya Ltd nor shall any waiver or any breach operate as a waiver of any subsequent or continuing breach.