

1. Definitions

- a.) The 'Owner' is **Traffic Control 123 Limited** (company number 08859995) and includes their successors, assigns or personal representatives. Use of the word 'Owner' in this document necessarily implies that the Owner has title to the Goods.
- b.) The 'Hirer' is the Company or firm using the Owners equipment and includes their successors or personal representatives.
- c.) 'Equipment' covers all classes of traffic light systems, signage and accessories therefore which the Owner agrees to be used by the Hirer.
- d.) A 'week' shall be 7 consecutive days.

2. Extent of Agreement

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in to form part of the agreement.

3. Availability of Equipment

The Equipment is offered subject to being available to the Owner at the time required by the Hirer.

4. Loading and Unloading

The Hirer shall be responsible for unloading and reloading the Equipment at site, and any Driver, or Operator supplied by the Owner shall be deemed to be under the Hirer's control.

5. Delivery in Good Order

Unless notification in writing to the contrary is received by the Owner from the Hirer within one day of the Equipment being supplied, the Equipment shall be deemed to be in good order in accordance with the terms of agreement and to the Hirer's satisfaction. The Hirer will incur delivery and collection fees as detailed on price lists supplied by the Owner.

6. General Maintenance of Equipment

- a.) The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the hire in equal order (fair wear and tear excepted)
- b.) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the Equipment. If the Equipment is used or continued to be used in an unsafe, unsatisfactory or defective state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- c.) The Hirer shall regularly clean the Equipment and return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning Equipment incurred by the Owner.

7. Breakdown

- a.) Any breakdown or the unsatisfactory working of any part of the Equipment must be notified immediately to the Owner.
- b.) The Hirer shall be responsible for all expenses involved arising from all loss or damage or misuse of the Equipment, whether by the Hirer or his servants, and for the payment of the hire charges during the period the Equipment is necessarily idle due to such breakdown.
- c.) Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless authorised in writing by the Owner. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been authorised in writing by the Owner.
- d.) The Owner warrants the proper functionality of the Equipment for the purpose held out by the Owner save in the event that such failure results from events, circumstances or causes beyond its reasonable control, including but not limited to radio interference from other equipment.

8. Other Stoppages

No claims will be admitted, other than those allowed for under Breakdown, as herein provided, for stoppages through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any machine from soft ground.

9. Consequential Losses

- a.) The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the Equipment through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading, or transport of the Equipment.
- b.) Without prejudice to clause 9(c), the Owner's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the charges payable by the Hirer.
- c.) Nothing in this agreement shall exclude or in any way limit:
 - (i) either party's liability for death or personal injury caused by its own negligence;
 - (ii) either party's liability for fraud or fraudulent misrepresentation; or
 - (iii) any other liability which cannot be excluded by law.
- d.) These General Conditions of Use set forth the full extent of the Owner's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in these General Conditions of Use. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these General Conditions of Use, whether by statute, common law or otherwise, is expressly excluded.
- e.) Without prejudice to clause 9(c), the Owner shall not be liable under this agreement for any:
 - (i) loss of profit;
 - (ii) loss of revenue
 - (iii) loss of business; or
 - (iv) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- f.) The Owner shall not be in breach of these General Conditions of Use nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the Owner shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 3 months, the Hirer may terminate the agreement by giving 10 (ten) Business Days' written notice to the Owner.

10. Servicing and Inspection, Repairs, Replacement Batteries and Installation

- a.) The Hirer is responsible for the general maintenance of the equipment including the trailer and charger. The Hirer shall at all reasonable times allow the Owner to have access to the Equipment to inspect, test, adjust, repair or replace the same if notified to do so by the Hirer. The maximum period between service/maintenance inspections by the Owner or his Agents shall be 52 weeks, subject to access to the Equipment. The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.
- b.) In the event of a failure or fault with the Equipment, the Owner shall attend the location of the Equipment at the Hirer's request only once an order number has been provided to the Hirer and the Hirer has identified the fault/failure to the Owner. In the event the Hirer fails to supply an order number to the Owner prior to the Owner attending the site of the Equipment, the Owner reserves the right to use an existing order number provided by the Hirer.
- c.) The Hirer shall be responsible for battery exchanges, but in the event it requests the Owner to attend to the same on behalf of the Hirer, the Hirer shall pay all call-out charges and battery exchange fees applicable from time to time. Where the Hirer has requested the Owner to carry out battery exchanges as part of the hire of the Equipment, the Owner shall do so not more than once every 7 days. Where the Equipment is installed on a Friday, Saturday or Monday, the first battery exchange shall take place the following Friday.
- d.) The Hirer shall be responsible for all system programming and installation carried out by the Owner at the Hirer's request, and a representative of the Hirer shall be required to sign off all installations and programming. The Hirer accepts no liability whatsoever as a result of the Hirer providing incorrect instructions to the Owner regarding the installation or programming of the Equipment. The Hirer shall incur call-out charges in the event that the Owner is required to attend on site to re-program or reinstall the equipment as a result of any changes to the Hirer's requirements from the original installation.
- e.) The Owner reserves the right to charge for waiting time at such rates as may be notified to the Hirer by the Owner from time to time in the event that the Hirer has requested the Owner to attend the Equipment for installation or otherwise and the Hirer has failed to make a representative available at the agreed time.

11. Notice of Accidents

If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing. In respect of any claim not written the Hirer's agreement for indemnity, no admission, offer or promise of payment shall be made by the Hirer without the Owners consent in writing.

12. Hirer's Responsibility for Loss and Damage

- a.) During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Equipment from whatever cause the same may arise, fair wear and tear excepted (see clause 23 below), and expect as provided in Clause 10 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 therewith whether arising under statute or common law.
- b.) During Owner inspections, any loss or damage to the Equipment will be replaced/repared and charges invoiced accordingly. Unless otherwise directed, the On-Hire order number will be used.
- c.) When the Equipment is reported lost or stolen or it is not returned when the termination of the hire period is requested by the Hirer, the hire period will be deemed to end when the Hirer pays the Owner the Manufacturers current price list. The Hirer agrees to pay the Owner all costs incurred by the Owner in rectifying the condition of the Equipment returned damaged or unclear. Hire charges will continue until such payment has been received.
- d.) The Equipment will be deemed to be off-hired to the Owner and no longer subject to hire charges only when all Equipment is returned or collected. Any failure by the Hirer to return any part of the Equipment shall result in all charges applicable to the Equipment in its entirety continuing to be payable subject to the Owner's Ad-Hoc rates from time to time in force, subject to clause 18 of these General Conditions of Use.

13. Sub-Letting

The Hirer shall not be permitted to sub-let or lend the Equipment.

14. Change of Site

The Hirer shall be able to move the Equipment from the site to which it was delivered or consigned.

15. Government Regulations

The Hirer will be responsible for compliance with all regulations issued by the Government of Local Authorities, including Regulations under the Factories Acts, and observance of the Road Traffic Acts should they apply.