

## 16. Owner Plates

Subject to clause 6(c), the Owner may affix his plate or mark on the Equipment indicating that it is his property. The Hirer shall not be permitted to do the same.

## 17. Basis of Charging

- a.) A weekly hire charge, minimum weekly hire, at a rate as notified by the Owner to the Hirer and payable 14 days from date of invoice.
- b.) Consumable spares will be charged at current prices or an agreed estimate thereof.
- c.) Should any Equipment not be returned to the Owner at the expiry of the hire period, the Owner reserves the right to charge on an ad-hoc basis at the standard ad-hoc charge rates of the Owner from time to time in force.
- d.) All charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- e.) All payments to be made by the Hirer under this agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever. The Hirer shall notify the Owner within 7 days of the date due for payment in the event they shall be unable to pay for any reason.
- f.) If the Hirer fails to pay any sums payable under this agreement by the due date for payment under this agreement then, without limiting the Owner's rights, the Hirer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment. The interest shall be paid at the rate of 8% per annum above the base rate from time to time of Barclays Bank plc.
- g.) Where part only of the Equipment is installed and further items are installed at a later date, the Hirer shall pay for such additional Equipment at the applicable rate from the date it is installed and such charges shall be calculated on a daily basis.
- h.) Disputed invoices or part thereof must be notified to the Owner not less than 7 days before the due date.

## 18. Commencement and Termination of Hire

- a.) The hire period shall commence from the time when the Equipment leaves the Owner's depot or place where last employed and shall continue until the Equipment is received back at the Owner's named depot or equal. All contractual documentation must be signed and the Hirer must have provided their purchase order number for the duration of the term to the Owner.
- b.) Where a Hirer notifies the Owner of termination of hire this can only be accepted where either the Equipment is returned to the Owner's depot or termination of hire is confirmed in writing if the Owner is to collect.
- c.) The Hirer is responsible for ensuring that all receipts for Equipment returned are countersigned by a representative of the Owner.
- d.) Should the Hirer miss one invoice payment, the Owner reserves the right to terminate the hire and recover the Equipment without notice. The Hirer is responsible for payment of any reasonable associated costs the Owner incurs in recovering the Equipment and monies due, including legal fees.
- e.) The failure of the Hirer to provide a purchase order number shall not affect the validity of these general conditions of use which shall apply in full.
- f.) If a hire is suspended, the Hirer remains responsible for the Equipment including all loss or damage to the Equipment.

## 19. Termination

- a.) The Owner may, without prejudice to any other right or remedy which may be available to it, terminate this agreement immediately by written notice to the Hirer if:
  - (i) the Hirer defaults in any of its payment obligations;
  - (ii) the Hirer commits a material breach of this agreement which breach is irremediable, or which breach (if remediable) is not remedied within ten (10) working days after the service of written notice from the Owner requiring it to do so;
  - (iii) the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (iv) the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - (v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer; or
  - (vi) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer; or
  - (vii) the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver;
  - (viii) a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer; or
  - (ix) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days; or
  - (x) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- b.) Upon termination of this agreement, however caused:
  - (i) the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (ii) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand all charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 17(f) and any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs). The Owner may at its discretion charge all hire charges for the remainder of the contractual term
- c.) Upon termination of this agreement pursuant to clause 19(a), any other repudiation of this agreement by the Hirer which is accepted by the Owner or pursuant to clause 19(b), without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the hire charges that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the hire period.
- d.) Termination of this agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

## 20. Minimum Period of Hire

The minimum hire period of use for the Equipment is 1 week. The Hirer is responsible for the payments to the Owner, for a minimum period of 1 week, whether the Equipment is used or not. Early return of the Equipment to the Owner does not constitute early termination of the minimum Hire Period.

## 21. Acceptance of Hire Conditions

The acceptance of any equipment or services from the Owner by the Hirer on site will constitute the acceptance of the Terms and Conditions as laid out in this Contract.

## 22. Payment Terms

- a.) Payment of the Company's hire charges shall be made by a Hirer with an approved credit account not later than 14 days after the date of each invoice. If any sum remains

unpaid after the due date, the payment of all hire charges, no matter how recent, shall become due immediately. The Owner reserves the right to charge a minimum late payment charge of £25 + VAT, and interest in accordance with clause 17(f), to be applied to each invoice that is overdue, per month overdue. The Owner reserves the right to charge all legal costs, costs expenses or any other losses (whether consequential or otherwise) incurred by the Owner in connection with overdue monies or equipment.

- b.) Any failure by the Hirer to make payments accompanied by the Remittance Advice in the form set out in the Owner's invoice to the Hirer shall result in late payment charges and interest applying to any sums due until such time as the Owner is able to allocate the payment.

## 23. Amendment of Pricing and these General Conditions of Use

The Owner reserves the right to amend the hire rates and these General Conditions of Use giving not less than 7 days' notice in writing to the Hirer.

## 24. Mobilisation Fees and Cancelled Hires

- a.) In respect of all special systems (being non-standard configurations of Equipment made at the request of the Hirer) the Owner reserves the right to charge a mobilisation fee of 20% of one week's quoted rate in the event that the Hirer cancels within the 24 hour period prior to the agreed date for delivery or installation, which shall be payable whether or not an order number has been provided to the Hirer.
- b.) In addition to the charges as set out in clause 24(a), the Owner reserves the right to require the Hirer to pay a delivery fee and collection fee in the event that the Hirer cancels a hire at any time between the Equipment leaving the Owner's depot for delivery to the Hirer and the Equipment arriving at the Customer's delivery address prior to commencement of unloading.
- c.) Should cancellation of the hire be notified to the Owner after the Equipment (or part thereof) has been unloaded at the Hirer's delivery address, the Owner reserves the right to charge one week's hire charges in addition to the sums set out in clause 24(a) and (b).

## 25. Protection of Owner's Rights

The Hirer shall not sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment, except as provided under Clause 16 and shall indemnify the Owner against all losses, damage, costs, charges and expenses that may occasioned by any failure to observe and perform this Condition, except in the event of Government requisition.

## 26. Recovery of Stolen Equipment

The Owner reserves the right to embed discrete tracker units to the Equipment. Should the Tracker be activated by notification by the Hirer, and through the endeavours of the Owner the Equipment recovered, there is a standard and automatic recovery fee of £1,000 + VAT payable by the Hirer.

## 27. Title, Risk and Insurance

- a.) The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- b.) The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery. The Equipment shall remain at the sole risk of the Hirer during the hire period and any further term during which the Equipment is in the possession, custody or control of the Hirer (Risk Period) until such time as the Equipment is redelivered to the Owner. During the hire period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident.
- c.) All insurance policies procured by the Hirer shall be endorsed to provide the Owner with at least twenty eight (28) days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- d.) The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Hirer's possession or use of the Equipment. If the Hirer fails to effect or maintain any of the insurances required under this agreement, the Owner shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.
- e.) The Hirer shall, on demand, supply copies of the relevant insurance policies (including but not limited to hired-in plant cover) or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.
- f.) The Hirer agrees that the Owner may contact the Hirer's insurers direct in the event that the Hirer fails to notify their insurers of any loss or damage to the Equipment or the Hirer becomes insolvent, in which case the Owner shall be entitled to claim against the Hirer's policy as a third party.

## 28. Installation and decommission

- a.) The Hirer shall make a representative available at all times during the installation and decommission of the Equipment. The Hirer shall not be responsible for any loss suffered by the Hirer as a result with the non-compliance with this clause 27.
- b.) The Equipment shall be deemed to be Off Hire only once it has arrived at the Owner's premises unless otherwise agreed in writing with the Hirer.

## 29. Paperwork

The good working order of the parts of the Equipment in general is the responsibility of the Owner. It is the responsibility of the Owner to replace or repair any failed parts (subject to the exclusion in clauses 6, 7, 10, 12 above) during the hire period.

On Hire: The Hirer will be required to sign documentation accepting the equipment on hire in good condition with all relevant parts.

Off Hire: The Hirer will be required to sign documentation returning the equipment off hire in good condition with all relevant parts. The Owner reserves the right to charge for missing, lost or damaged parts notified at that time. The Owner reserves the right to charge for missing, lost or damaged parts notified to the Hirer after workshop inspection.

Worksheet: The Hirer will be presented with documentation when the Owner conducts amendments, alterations, replacements or repairs to the original equipment on hire during the course of the hire.

Inspection Note: The Owner, or his Agents, shall provide, periodically and in accordance with clause 6 above, inspection of and maintenance to the Equipment. A completed Inspection Note will be submitted to the Hirer detailing any damage or otherwise to the Equipment and subsequent repairs.

Traffic Control 123 Ltd

