GROUNDCARE HIRE SOLUTIONS (PART OF RUSSELL'S (KIRBYMOORSIDE) LTD)
STANDARD TERMS AND CONDITIONS OF HIRE

The following standard conditions apply to every order accepted by the Company for Equipment Hire.

1. **DEFINITIONS AND INTERPRETATION**

1.1. The following definitions and rules of interpretation apply in these Conditions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day;

Company: Russell's (Kirbymoorside) Ltd (a company registered in England and Wales with company number 00178738) whose registered office is Eden Works, Eden House Road, Old Malton, Malton, North Yorkshire, YO17 6RD trading as Groundcare Hire Solutions or any other company within the same group of companies as Russell's (Kirbymoorside) Ltd and which has issued the and /or signed the Hire Agreement, and includes its successors, assignees, or personal representatives;

Conditions: these Conditions of Hire;

Contract: the contract between the Company and the Hirer (being the Parties) for the Hire of the Equipment in accordance with these Conditions, the Hire Agreement and any Quotation;

Day: includes any part of a day or 8 hours. Tractor hire a day = 10 tractor hours;

Delivery: the transfer of physical possession of the Equipment to the Hirer at the Site;

Deposit: has the meaning given in condition 4.5;

Equipment: the equipment, or replacement equipment, and any ancillary items, specified in the Hire Agreement which the Company agrees to hire to the Hirer including anything which is supplied by the Company to effect the hire, and anything supplied by the Company for the safe operation and routine inspection and maintenance of the Equipment;

Hire: the hire of the Equipment in accordance with the Contract;

Hire Charges: includes the daily, weekly or monthly charges for the Hire Period, the charges for the Delivery and collection of the Equipment each as specified in the Hire Agreement and all charges for repairs or maintenance and consumables in accordance with condition 4;

Hire Agreement: the Hire Agreement that refers to these Conditions or is attached to these Conditions both in physical and electronic format;

Hire Period: the Minimum Hire Period which shall commence when either the Equipment leaves the Company's depot or place where last employed and shall continue until the Equipment is received back at the Company's named depot or other agreed location. For the avoidance of doubt the Hire Period includes any time the Equipment is being transported to or from the Site; or is left on the Site;

Hirer: the Company, firm, person, corporation, or public authority specified in the Hire Agreement taking the Company's Equipment on hire and includes their successors or personal representatives;

Minimum Hire Period: the minimum period of hire (if any) specified in the Hire Agreement;

Month: a period of 30 consecutive days;

Quotation: the Company's estimate or quotation in relation to the hire of the Equipment;

Site: the Hirer's premises as specified in the Hire Agreement;

Total Loss: due to the Hirer's default the Equipment is, in the Company's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated;

VAT: value added tax chargeable in the UK.

Week: a period of 7 consecutive days including the day of delivery of the Equipment, the day of its return and Sundays.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. A reference to a party includes its personal representatives, successors and permitted assigns.

1.4. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.

1.5. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6. Condition headings do not affect the interpretation of these Conditions.

1.7. Words in the singular include the plural and words in the plural include the singular.

2. **BASIS OF CONTRACT**

2.1. These Conditions, supplied by the Company to the Hirer shall be incorporated into each Contract made by the Company for the hire of the Company's Equipment to the exclusion of any terms of the Hirer applied or proposed by the Hirer or endorsed on, delivered with or contained in any order submitted by the Hirer or which are implied by trade, custom, practice or course of dealing which are not expressly accepted by the Company. Each order or acceptance of a Quotation for hire by the Hirer from the Company shall be deemed to be an offer by the Hirer to hire the Equipment subject to these conditions. No offer shall be deemed to be accepted until the Hire Agreement has been issued by the

Company and/or signed by both the Company and the Hirer.

2.2. Any advice or recommendation given by the Company or its employees or agents to the Hirer or its employees or agents as to the application or use of the Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Hirer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not confirmed by the Company.

2.3. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction by the Company without any liability on the part of the Company.

2.4. All samples, drawings, descriptive matter, specifications and advertising provided by the Company are approximate only and the descriptions and illustrations contained in catalogues, websites social media or brochures and other advertising materials are intended merely to present a general idea of the Equipment described and none of these shall form part of the Contract.

2.5. Any Quotation by the Company shall not constitute an offer. A Quotation is only valid for a period of 30 days from its date of issue.

2.6. Acceptance of the Equipment or any personnel supplied by the Company on Site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

2.7. The Contract is not a consumer hire agreement as defined by Article 60N of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001. The Hirer does not have the benefit of the protection and remedies that would be available to you under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if the Contract were a regulated agreement under those Acts.

2.8. The Hirer acknowledges that it has not relied on any statement or representation made by or on behalf of the Company which has not been set out expressly in the Contract.
If the Hirer enters into the Contract as an individual or for or on behalf of a partnership, the Hire Period shall not exceed 3 months, and the Contract shall be deemed to have automatically terminated 3 Months after the commencement date of the Hire Period. The consequences of termination set out in condition 11 shall apply on such automatic termination.

3. HIRE OF EQUIPMENT

3.1. The Company shall Hire the Equipment to the Hirer for the Hire Period on the terms of the Contract. The minimum period of hire shall be one day.

3.2. The Hirer is responsible for ensuring that the terms of the Contract are complete and accurate. The Contract shall become binding only upon the acceptance by the Company of the Hirer's offer to Hire the Equipment and/or the signing of the Hire Agreement by the Hirer and the Company.

3.3. The Company shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment during the Hire Period.

4. HIRE CHARGES AND DEPOSIT

4.1. The Hirer shall pay the Hire Charges to the Company in accordance with the Hire Agreement for each Day/Week/Month of hire of the Equipment and payment shall be made in cleared funds to the bank account specified in the Hire Form or as nominated in writing by the Company within 28 days of the Company's invoice.

4.2. The Hire 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.

4.3. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.4. If the Hirer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under condition 10, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.5. The Hirer shall, on the date of the Contract, pay a deposit or advance payment as specified in the Hire Agreement to the Company ("**Deposit**"). The Deposit is a deposit against default by the Hirer of payment of any Hire Charges or any loss of or damage caused to the Equipment. If the Hirer fails without due cause to make any Hire Charges in accordance with the Hire Agreement or causes any loss or damage to the Equipment (in whole or in part), the Company shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to the Company any sums deducted from the Deposit within 10 Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within 10 Business Days of the end of the Hire Period.

4.6. The full Daily, Weekly or Monthly rate will be charged as specified in the Hire Agreement, irrespective of the hours the Equipment is worked.

4.7. The Hirer will also pay promptly, and in any event within 30 days, all charges incurred for damage, repairs and replacements, maintenance, fuel, oil, grease and other consumables for which they are responsible under these Conditions.

4.8. That the Company shall have the right to make a charge additional to the quoted rate in the event of excessive wear on the machine resulting from ground conditions.

5. **DELIVERY**

5.1. Delivery shall be made by the Company. The Company will use reasonable endeavours to effect Delivery by the date and time set out in the Hire Agreement as the date the Hire Period is to commence but time of delivery shall not be of the essence and any Delivery dates stated in the Hire Agreement shall be approximate only. Risk shall transfer in accordance with condition 6.2. On Delivery the Company shall issue the Hirer with a Delivery note to confirm Delivery and complete the Company's Delivery test certificate with the Hirer before releasing the Equipment to the Hirer.

5.2. The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Company, the Hirer's duly authorised representative shall sign the Company's Delivery test certificate as a receipt confirming such acceptance.

5.3. To facilitate Delivery the Hirer shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

5.4. The Hirer shall be responsible for the unloading and loading of the Equipment at the Site from the delivery vehicle.

5.5. If the Hirer fails to accept delivery of the Equipment when the Company tenders Delivery, then, except where such failure is caused by the Company's failure to comply with its obligations under the Contract:

5.5.1. the Equipment shall be deemed to have been delivered at 9.00 am on the date the Company tendered Delivery; and

5.5.2. the Company shall store the Equipment until the Hirer takes possession of the Equipment and charge the Hirer for all related costs and expenses (including insurance).

5.6. The Hirer is deemed to have knowledge of the Site, the Site's access road, the property or land where the Equipment is to be delivered or collected, loaded or unloaded, to work on, travel over, be transported over, be erected or dismantled on, is suitable for the use of such Equipment, and any electronic interference which may affect the Equipment.

5.7. In the event that it proves impractical to deliver to the Site because of inadequate access or unsuitable ground conditions, the Hirer shall be liable to pay the Company additional charges for the abortive delivery or collection costs incurred.

5.8. The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

5.9. Hire Period will continue until the Equipment is received back at the Company's named depot or other agreed location.

6. **TITLE, RISK AND INSURANCE**

6.1. The Equipment shall at all times remain the property of the Company, 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 the Contract).

6.2. 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 until such time as the Company retakes possession of the Equipment.

6.3. From Delivery during the Hire Period the Hirer shall, at its own expense, obtain and maintain the following insurances:

6.3.1. 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, and such other risks as the Company may from time to time nominate in writing;

6.3.2. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

6.3.3. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Hirer in writing.

6.4. The Hirer shall not do or permit anything to be done which would make any such insurance policy void or voidable. The Hirer shall notify the Company immediately in writing if any insurance policy required to be maintained pursuant to condition 6.3 is cancelled, lapses, or is materially varied in a manner which reduces the scope or level of cover provided.

6.5. The Hirer shall, on demand, supply the Company with copies of the insurance policy certificates and details of the cover provided and proof of premium payment to confirm the insurance arrangements.

6.6. The Hirer shall give immediate written notice to the Company (by telephone and confirmed in writing to the Company no later than 24 hours after such telephone notification) in the event of any loss, accident or damage to the Equipment or to persons or damage to property arising out of or in connection with the Hirer's possession or use of the Equipment. In relation to any claim in respect of which the Hirer is not required to fully indemnify the Company, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Company's prior written permission.

7. HIRER'S RESPONSIBILITIES

7.1. The Hirer shall during the term of the Contract:

7.1.1. ensure that the Equipment is (i) kept and operated in a suitable environment (ii) used only for the purposes for which it is designed or reasonably suitable or for use (iii) not used for any purpose which is not covered by a Road Fund Licence for an Agricultural machine and (iv) operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Company including for not more than any recommended maximum hours of use;

7.1.2. take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

7.1.3. maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted) in accordance with the manufacturers' recommendations including without prejudice to the generality of this requirement maintaining correct oil, water and battery levels, correct tyre pressures, lubrication by grease gun and undertaking minor repairs;

7.1.4. provide at its own expense all necessary fuel, oil, grease and other relevant materials to carry out the required daily service checks as recommended by the Company or any of the Equipment manuals. The Hirer will ensure that regular cleaning takes place and that the correct adjustments, checks and fluid levels are maintained as per the Equipment manuals, including the maintenance of correct tyre pressures and tightening of wheel nuts;

7.1.5. be responsible for replacing or repairing all tyre punctures or damaged tyres occurring during the Hire Period with tyres of an equivalent standard and specification;

7.1.6. not remove from the Equipment any safety guards, nameplates, marks, numbers or notices affixed thereto nor make any alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of the Company unless to comply with any mandatory modifications required by law or any regulatory authority or unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Company immediately on installation;

7.1.7. keep the Company fully informed of all material matters relating to the Equipment and notify the Company promptly if the Equipment breaks down or fails to work properly, or weather conditions make it unusable, or any accident involving the machine or if any repairs or replacements are necessary. Any claim in respect of breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Company;

7.1.8. at all times keep the Equipment in the possession or control of the Hirer and not to part with possession of the Equipment or remove it to other premises than those to which was delivered except with the Company's consent in writing and shall not remove the Equipment from the United Kingdom;

7.1.9. permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

7.1.10. maintain operating and maintenance records of the Equipment and make copies of such records available to the Company upon request, together with such additional information as the Company may reasonably require;

7.1.11. not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

7.1.12. not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;

7.1.13. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Company in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;

7.1.14. not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Company and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;

7.1.15. not use the Equipment for any unlawful purpose;

7.1.16. ensure that at all times the Equipment remains identifiable as the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

7.1.17. clean the Equipment upon completion of the Hire Period prior to collection or return to the Company and deliver up the Equipment at the end of the Hire Period at such address as the Company requires, or if necessary allow the Company or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;

7.1.18. if the hiring is from Day to Day to give at least half a days' notice of termination of the hiring to pay one half days hiring charge in lieu. If the hiring is for a fixed period to return the machine to the Owner not later than 5pm on the last day of the period;

7.1.19. return the Equipment in the same condition as at Delivery (fair wear and tear excepted). The Company shall be entitled to inspect the Equipment within 5 Business Days of its return and any damage identified during such inspection (other than fair wear and tear) shall be notified to the Hirer in writing. The Hirer shall be liable for the cost of any cleaning, repair or replacement required to restore the Equipment to its condition at Delivery (fair wear and tear excepted), and the Company may deduct such costs from the Deposit;

7.1.20. not do or permit to be done anything which could invalidate the insurances referred to in condition 6.3; and

7.1.21. pay any costs, damage, losses, charges and expenses incurred by the Company or his agent in collecting arrears of any moneys payable hereunder or in exercising any of the powers contained herein and the cost of any repairs or replacement, to the machine becoming necessary as a result of a breach of this Condition 7 and without prejudice to the generality of the foregoing to pay the cost of repair or replacement of any power take off guard.

7.2. The Hirer shall comply with all applicable health and safety legislation, regulations and codes of practice in connection with the use, operation and storage of the Equipment. The Hirer shall, where reasonably requested by the Company, provide copies of all relevant risk assessments and method statements relating to the use of the Equipment on the Site prior to Delivery.

7.3. The Hirer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer shall indemnify the Company in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or

consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of, or in connection with any failure by the Hirer to comply with its obligations in this condition 7 including loss or damage (i) sustained in delivery of the machine to the Hirer or the return to the Company unless the delivery or return shall be performed by the Company or the Company's representatives (ii) caused by any third party (iii) sustained in the course of recovery of the Equipment from bad ground and (iv) by theft or fire or frost.

7.4. No claims will be admitted (other than those allowed for under condition 8), for stoppages through causes outside the Company's control, including but not limited to adverse weather and/or ground conditions nor shall the Company be responsible for the cost or expense of recovering any Equipment from soft or unsuitable ground, or a hazardous environment.

7.5. The Hirer shall not be responsible for damage, loss, or injury, subject to conditions 6.2 and **Error! Reference source not found.**:

7.5.1. prior to delivery of any Equipment to the Site (or, where the Site is not immediately adjacent to a highway maintainable at the public expense, prior to it leaving such highway) where the Equipment is being transported by the Company or as otherwise arranged by the Company,

7.5.2. during the erection and/or dismantling of any Equipment where such Equipment requires to be completely physically erected/dismantled on Site by the Company, provided always that such erection/dismantling is under the exclusive control of the Company or their agent,

7.5.3. after the Equipment has safely been removed from the Site, and until it 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 including the Site's access road, after it has safely joined such highway) to the Company by transport of the Company or as otherwise arranged by the Company (excluding always on such occasion that the Equipment is on a public highway (or access road) during the currency of the hire and is being utilised by the Hirer).

8. COMPANY RESPONSIBILITIES

8.1. The Company shall:

8.1.1. ensure at the commencement of the Hire Period that the Equipment is in good working order, properly maintained, inspected and compliant with any current and relevant standards or regulations;

8.1.2. in the event of breakdown, put the Equipment back into good working order as soon as possible and provided the breakdown is not due to the wilful or negligent act of omission of the Hirer its servants and agents of the breach by the Hirer or its obligations under the Contract. If the Equipment cannot be repaired the Company shall be obliged to replace the Equipment with similar Equipment, if available; and

8.1.3. provide an operator's manual to the Hirer.

8.2. If the Company fails or is unable to repair the Equipment or to replace it in accordance with condition 8.1, the Company shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Hire Charges payable for the remainder of the Hire Period and, if relevant, return any Deposit (or any part of it).

9. LIMITATION OF LIABILITY

9.1. The following provisions of this condition 9 shall apply to every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

9.2. Nothing in the Contract limits or excludes:

9.2.1. liability for deliberate or wilful default;

9.2.2. liability for death or personal injury caused by a party's negligence;

9.2.3. liability for fraud or fraudulent misrepresentation;

9.2.4. any liability that cannot legally be limited.

9.3. The Company shall not be liable to the Hirer for any loss, damage, destruction of property, personal injury or death of the Hirer or its employees or contractors or any other person in any way caused or relating to the Equipment or its use, except where such events directly result from the negligence of the Company.

9.4. Subject to condition 9.2, the Company's liability shall be limited to crediting or refunding to the Hirer the Hire Charges for any period of Hire Period when the Equipment is unusable due to the default of the Company and the Company's total liability to the Hirer under this Contract shall not in any event exceed an amount equal to the aggregate of the Hire Charges paid or otherwise payable under the Contract.

9.5. Subject to condition 9.2, the Company shall have no liability for:

9.5.1. loss of profits (including loss of anticipated savings);

9.5.2. loss of agreements or contracts;

9.5.3. loss of use or corruption of software, data or information;

9.5.4. loss of or damage to goodwill;

9.5.5. any loss of sales or business or income during any period during which the Equipment is unavailable for use during the Hire Period whether due to breakages or damage or late delivery; or

9.5.6. indirect or consequential loss.

9.6. Subject to condition 9.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under the Contract are, to the fullest extent permitted by law, excluded from the Contract.

10. **TERMINATION**

10.1. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Hirer if:

10.1.1. the Hirer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

10.1.2. the Hirer commits a breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified [in writing to do so;

10.1.3. the Hirer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

10.1.4. 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

10.1.5. 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 other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

10.1.6. the Hirer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

10.1.7. 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 (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

10.1.8. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);

10.1.9. the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;

10.1.10. a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;

10.1.11. 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;

10.1.12. any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 10.1.4 to condition 10.1.11 (inclusive);

10.1.13. the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2. The Owner may terminate the hiring of the Equipment at any time upon the giving of not less than 3 days' notice to the Hirer, whereupon the Hirer shall arrange for the Machine to be immediately returned to the Owner in the condition required by these Conditions and the Hire Agreement.

10.3. The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

11. **CONSEQUENCES OF TERMINATION OR EXPIRY**

11.1. On expiry or termination of the Contract, however caused:

11.1.1. the Company's consent to the Hirer's possession of the Equipment shall terminate;

11.1.2. the Company 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;

11.1.3. the Hirer shall ensure the safe and proper storage of the Equipment until it has been returned to the Company or collected by the Company; and

11.1.4. without prejudice to any other rights or remedies of the Company, the Hirer shall pay to the Company on demand:

11.1.4.1. all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to condition 4.4; and

11.1.4.2. any costs and expenses incurred by the Company in recovering the Equipment or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

11.2. On termination of the Contract pursuant to condition 10.1 or following any repudiatory breach of the Contract by the Hirer which is accepted by the Company, without prejudice to any other rights or remedies of the Company, the Hirer shall pay to the Company on demand a sum equal to the whole of the Hire Charges that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Hire Period, less a discount for accelerated payment at the percentage rate (if any) set out in the Hire Agreement.

11.3. The sums payable pursuant to condition 11.2 shall be agreed compensation for the Company's loss and shall be payable in addition to the sums payable pursuant to condition 11.1.4. Such sums may be partly or wholly recovered from any Deposit.

11.4. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11.5. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. GENERAL

12.1. Force majeure

Neither party shall be liable for any delay of failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving not less than 7 days' written notice to the affected party.

12.2. Entire agreement

The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.3. Assignment and other dealings

The Hirer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company. The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the consent of the Hirer, provided that the Company gives written notice to the Hirer of any such assignment or dealing.

12.4. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12.6. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.

12.7. Third party rights

12.7.1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.7.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.8. **Notices**

12.8.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email to such address as is specified in the Hire Agreement.

12.8.2. Any notice shall be deemed to have been received:

12.8.2.1. if delivered by hand, at the time the notice is left at the proper address;

12.8.2.2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

12.8.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.8.3. This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.9. **Waiver**

12.9.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.9.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

12.10. **Rights and remedies**

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

12.11. **Severance**

12.11.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

12.11.2. If any provision or part-provision of the Contract is deemed deleted under condition 12.11.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.12. **Data protection**

Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018, in connection with the processing of any personal data arising out of or in connection with the Contract. To the extent that either party processes personal data on behalf of the other party in connection with the Contract, the parties shall enter into such data processing terms as may be required by applicable data protection legislation. Each party shall maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

12.13. **Governing law**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.14. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.