



STANDARD TERMS AND CONDITIONS
HIRE OF TOOLS AND EQUIPMENT TO CONSUMERS AND
BUSINESSES
VERSION: October 2021

General

These terms and conditions are issued by Hire 2 Me Ltd. (“H2M”, “the Supplier”, “us”, “we”, “our”), a private limited company incorporated in England under number 13543748 and with its registered office address at 64 New Cavendish Street, London, England W1G 8TB, and are applicable to our Customers (both individual and institutional).

These Terms and Conditions (the “Terms”) are based on the HAE (Hire Association Europe) Model Conditions for Hire and Sale of Goods To Consumers and Businesses (“the Customer”). These Terms and Conditions, as updated from time to time apply to tools and equipment hire contracts between us and the Customer.

By placing an order via the Order Form and/or otherwise you agree to be bound by these Terms.

These Terms must be read in conjunction with our privacy policy which is available on our Website (“Privacy Policy”). We are committed to ensuring the security and privacy of your information and our Terms and Privacy Policy explain in more detail the categories of information we collect from you, the purposes for and the manner in which the information is processed and used.

For the purposes of these Terms, H2M and the Customer shall be collectively referred to as “the Parties” and individually as “a Party”.

1. DEFINITIONS AND INTERPRETATION

A. DEFINITIONS

In these Terms the following words have the following meanings:

1.1 “**Agreed Delivery Date**” means the date mutually agreed upon by the Parties, as the date on which the physical possession of the Hire Goods will be transferred from H2M to the Customer

1.2 “**Commencement Date**” means the date on which a Contract for the hire of Goods is formed between H2M and the Customer, in accordance with Clause 3.4

1.3 “**Consumer**” an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession

1.4 “**Contract**” means a contract, incorporating these Terms and made in accordance with Clause 3.4 between the Customer and us in relation to the hire of Goods

1.5 “**Customer**” means the individual person, firm, company or other organisation hiring Goods

1.6 “**Deposit**” means any advance payment required by us in relation to the Hire Goods, and which will be held as security by us

1.7 “**Digital Content**” means data which is produced and supplied in the digital form

1.8 “**Force Majeure**” means any event or combination of events, outside a Party’s reasonable control, that prevents a Party from performing its obligations under the Contract. A Force Majeure event shall include acts of God, fire, storm, flood, earthquake, explosion, accident or damage beyond a Party’s control that renders business premises unfit for use, acts of the public enemy, riots, civil unrest, terrorism, war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restrictions, lockdown, government sanctions, labour dispute, labour shortage, power shortage, shortage of raw material, unavailability of Goods in the market, irretrievable breakdown of Goods, lack of access to any equipment or materials, ceasing for prolonged periods to be entitled to access the internet for whatever reason, prolonged server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or non-government agency and/or any other analogous event.

1.9 “**Goods**” means any machine, article, tool, equipment, and/or device together with any accessories hired by the Customer and as specified in the Order Form.

1.10 “**Hire Charges**” means the charges outlined in the Order Form as payable by the Customer to us, and where such charges are not indicated on the Order Form, Hire Charges shall refer to our charging rate in relation to the Goods hired, in force on the date of our acceptance of the Customer’s order

1.11 “**Hire Goods**” means any Goods which are supplied on hire to the Customer

1.12 “**Hire Period**” means the period of hire of the Goods, commencing on the Agreed Delivery Date until such time as set out in the Order Form, or the period until the termination of the Contract during which the Customer continues to hold the Hire Goods on Hire, and ending upon the happening of any of the following events:

(i) the physical return of the Hire Goods by the Customer into our possession or

(ii) the physical repossession or collection of Hire Goods by us

In no circumstances shall the Hire Period exceed 88 [eighty-eight] days

1.13 “**Liability**” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities

1.14 “**Order Form**” means the form submitted to H2M by the Customer, indicating details such as the Goods and the duration for which the Customer wishes to hire the Goods



1.15 “**Services**” means the service of supplying Goods on hire and services and/or work (if any) to be performed by us for the Customer in conjunction with the hire of Goods including, without limitation any delivery and/or collection service in respect of the Goods

1.16 “**Site**” means the site at which the Hire Goods will be stored and/or used by the Customer

1.17 “**Supplier**” means Hire 2 Me Ltd. at the address stated at the beginning of these Terms and will include its employees, servants, agents and/or duly authorised representatives

1.18 “**Working Day**” refers to any day between Monday and Friday, inclusive that is not a public holiday and on which the banks in England are open for business

B. INTERPRETATION

1.19 For the purposes of these Terms and unless specified otherwise all capitalised words shall have the meaning assigned to them in the Definitions paragraph of these Terms or other relevant parts of these Terms in which case the capitalised terms are contained within inverted commas. Where such capitalised terms have not been defined in this Agreement, they shall be interpreted in a manner as they would be commonly understood in light of the practices and usage followed in England and Wales.

1.20 Unless the context otherwise requires, words in the singular shall include the plural and vice versa

1.21 Unless the context otherwise requires and although gender-neutral language has been used, a reference to one gender shall include a reference to the other genders.

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

1.23 A reference to **writing** or **written** includes faxes and electronic mail (e-mail) but no other electronic form (unless otherwise expressly provided in this Agreement).

1.24 Any words following the terms **including, include, in particular** or **for example** or any similar expression shall be construed as illustrative and shall be deemed to be followed by the words “**without limitation**” or “**not limited to**” such that they do not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.25 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.26 A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment made after the date of the Contract shall apply for the purposes of the Contract to the extent that it would impose any new or extended obligation, Liability or

restriction on, or otherwise adversely affect the rights of, any Party.

1.27 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.28 A reference to “**days**” shall be to calendar days.

2. BASIS OF CONTRACT

2.1 Legal Capacity: We shall supply Goods on hire to persons above 18 [eighteen] years of age. You must be 18 [eighteen] years of age or above in order to be able to purchase our Services from our website or online shop. By proceeding to purchase Services offered by us you warrant that you are 18 [eighteen] years or older, and where you are a minor, i.e. below 18 [eighteen] years of age, you are accessing our website and hiring Goods and/or purchasing Services offered by us with the consent and involvement of a parent or guardian and/or you ratify that you understand the implications of this Contract and that you will not cancel the Contract and claim a reimbursement after you or any other person have used and enjoyed the benefit of the Goods

2.2 Supply of Goods based on availability: Goods are made available for hire subject to them being available for hire to the Customer at the time required by the Customer. We will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire where the Goods are unavailable due to circumstances beyond our reasonable control.

2.3 Hire Period will not exceed 88 days: The duration of the Hire Period shall not exceed 88 (eighty-eight) days, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the 88th day of hire, or if sooner, on the final day of the Hire Period as set out in the Order Form. If the Customer fails to do this then it shall be liable for any financial loss which this causes us. Notwithstanding the foregoing provisions, if the Hire Period is extended to a period of time which exceeds 88 [eighty-eight] days, we will automatically terminate the Contract on the 88th day and reissue a new Contract on the same terms to the Customer for the extended period. No Hire Period shall ever exceed a period of 88 [eighty-eight] days.

2.4 Customer’s statutory rights: Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not affect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.



3. CONTRACT FORMATION AND ORDERS

3.1 Offer and Order Form: When we make the Hire Goods and our Services available, it is an invitation to treat. If you wish to hire Goods, you will be required to fill out and submit an Order Form, or on request via email (“**Order**”), or if you are selecting Goods for hire in our shop, we will fill out a hard copy of the Order Form in the shop.

The Order Form should have details of

- (a) the Goods you wish to hire
- (b) the period for which you wish to hire the Goods
- (c) whether you are opting for delivery to Site or collection from the branch
- (c) the delivery address if you opt for our delivery service
- (d) your contact details.

When you place an Order for the Goods you wish to hire, you are making an offer to hire the Goods on these Terms. We may accept your offer or if the Goods are not available and/or if the circumstances do not permit we may refuse to accept your offer.

3.2 Accuracy of the Order Form: The Customer must ensure that the Order Form is complete, accurate and that the Goods indicated on the Order Form are suitable for the Customer’s requirements.

3.3 Our acceptance of the Customer’s offer:

a. We will communicate our acceptance of your Order via email (to the address provided on the Order Form by you) by sending over a copy of the Order Form completed and counter-signed by us and an invoice indicating the total amount payable by you (“**Confirmation Documents**”). The Order Form and invoice will indicate the Hire Charges, the amount that must be paid as Deposit and the due date by which you must pay the Deposit to confirm your Order. Our confirmation of the receipt of the Deposit from you constitutes our acceptance of your Order.

b. **In-shop transaction:** If you have submitted an Order Form in the shop for the Goods selected on display in the shop, we will issue the Confirmation Documents and take payment of the Deposit immediately. All future payments shall be made in accordance with clause 5.5.

3.4 Formation of the Contract: When we accept the Deposit towards the hire to you of the Hire Goods, your offer is accepted and therefore a Contract between us is formed. The date on which the Contract is formed is the Commencement Date.

3.5 Contract exclusively in relation to confirmed Goods: The Contract will relate only to those Goods that we have confirmed in the Confirmation Documents. We will not be obliged to supply any other Goods until the Customer fills out an Order Form in respect of the same and/or until such Goods have been confirmed by the Parties in a separate Confirmation.

3.6 H2M may not accept your offer: If for any reason we cannot accept your Order, we will inform you in writing (via email) or verbally if it is an in-shop purchase, in which case no Contract will come into existence and you will not be charged for the Goods. We are entitled to refuse your offer to

hire the Goods indicated in your Order, (a) if the Goods are not available for the dates you wish to hire them, (b) if we are not able to successfully use the payment details provided by you, (c) if we are not satisfied with your creditworthiness and/or (e) for any other reason that, by our policies and work ethics justifies our refusal of your Order.

3.7 Supply of Goods for Hire in the UK only: We supply Goods for hire in the United Kingdom only.

4. HIRE PERIOD

4.1 Commencement: The Hire Period shall commence on the Agreed Delivery Date

4.2 Termination:

a. The Hire Period shall continue until the date indicated in the Contract as the last date of the Hire Period (“**End Date**”), or where no End Date has been mutually agreed by the Parties or if the Contract is terminated earlier than or extended beyond the End Date, on the date on which the Customer will return the Hire Goods to us (“**Return Date**”)

b. If the Customer fails to return the Hire Goods on the Return Date, subject to the provisions of clauses 2.3 and 4.2 (c) the Hire Period will be deemed to continue until the Hire Goods are returned to us.

c. The Hire Period shall under no circumstances exceed a period of 88 [eighty-eight] days and notwithstanding any requests by the Customer for an extension of the Hire Period, the Hire Period will be deemed to terminate automatically on the 88th day and the provisions of clause 2.3 will come into effect.

5. HIRE CHARGES AND TERMS OF PAYMENT

5.1 Hire Charges on the Order Form: The Hire Charges and terms of payment will be indicated on the Order Form we issue to you in accordance with clause 3.3, or will otherwise be notified to you in-shop where it is an in-shop purchase, or via email, after you have placed the Order.

5.2 Commencement and Conclusion of Hire Charges: Hire Charges shall commence on the Agreed Delivery Date (i.e. the day mutually agreed by us as the day for the transfer of physical possession of the Hire Goods to you) and shall continue to be charged until the End Date (i.e., designated end date of the Hire Period), or where an End Date has not been designated, until the day the physical possession of the Hire Goods is returned to us (“**the Return Date**”), the Return Date itself to be included in the calculation of the Hire Period for which the Hire Charges are payable.

5.3 Invoice Amount:

a. The amount indicated on the invoice (“**Invoice Amount**”) that we issue to you will include:

- i. the Hire Charges



- ii. VAT at the rate prevailing on the date of supply of the Hire Goods to the Customer
- iii. Delivery charges
- iv. Repair and cleaning charges, if any, to bring the Hire Goods to a condition fit for the next hire will be communicated via a separate invoice, after the return of Hire Goods to us, at the end of the Hire Period

b. ***Acceptance of Invoice Amount:** You shall be deemed to have accepted the Invoice Amount due as set out in an invoice unless you inform us within 14 [fourteen] days of the date of the invoice that you dispute the invoice.

5.4 Deposit:

a. **Payment of Deposit:** The invoice issued to you will indicate the total Invoice Amount, and the Order Form will indicate the Deposit that you must pay to confirm your Order.

b. **Deposit as a security:** the Deposit shall be retained as security and will be set-off against:

- (i) any loss or damage caused to the Hire Goods
- (ii) the default, if any by you of the payment of any instalment of the Invoice Amount
- (iii) payment of the Replacement Cost, if any

By providing the Deposit the Customer specifically consents to the above.

c. **Return of Deposit:** Unless we need to make a deduction from the Deposit in accordance with clause 5.4 (b), the full amount of the Deposit will be returned to you at the end of the Hire Period and/or will be set off against outstanding instalments of the Hire Charges.

5.5 Date and Method of Payment:

a. Details of the method by which you can make payments and the due date for the payment of the Deposit as well as the instalments comprising the Invoice Amount will be printed on the Order Form or your invoice.

b. We reserve the right to store your credit/debit card details on our password protected customer account system and further reserve the right to use such details against future orders made by you. We may, where permitted to do so, use such details to recover costs, damages or losses to which we are otherwise entitled pursuant to these Terms.

c. If the initial hire is paid by credit/debit card and the hire is extended, then we reserve the right to charge the credit/debit card with any unpaid charges arising from the additional hire. We will inform you where such charges are made.

5.6 ***Interest:** Customers are encouraged to make payments on or before the respective due date if already indicated on the Invoice. Where a due date is not indicated or where a separate invoice is sent to the Customer, you must pay within a period of 30 [thirty] days from the date on which you receive the invoice. In the event of a default in payment we are entitled to the following:

(i) Where the Customer is a Consumer we will charge the Customer interest (both before and after judgment/decreed) at 2.5% above the base rate of the Bank of England, and where the Customer is a business entity at 4% above the base rate of our bank or, under the Late Payment of Commercial Debts (Interest) Act 1998 (“**1998 Act**”) at 8% per annum above the base rate of the Bank of England, whichever is higher. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The Customer shall pay the late payment fee together with any overdue amount.

5.7 **Termination of Contract in case of non-payment:** If an invoice has not been paid for 30 [thirty] days from the due date, we are entitled to suspend the provision of further Services to the Customer who has defaulted, demand the immediate return of Hire Goods the costs of which will be incurred by the Customer, and take all measures available under law and/or equity to recover amounts due and/or Hire Goods not yet returned by the Customer. The Customer shall be liable for all reasonable legal charges incurred by us in the recovery of overdue amounts and/or Hire Goods from the Customer.

5.8 **Variations:** Should there be variations in the Hire Period, the Hire Charges will be adjusted accordingly. For example if you wish to extend the Hire Period (“**Extended Hire Period**”), additional Hire Charges will become payable for the Extended Hire Period, and in respect of which a separate invoice will be raised and the payment of which will be subject to the provisions of clause 5.5.

5.9 **Adjustment of VAT:** If the rate of VAT changes between the Commencement Date and the Agreed Delivery Date, we will, if permitted by law, adjust the rate of VAT, payable by the Customer, unless the Customer has already paid for the Hire Goods in full before the change in the rate of VAT takes effect.

6. FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES

6.1 Where the Customer deals as a Consumer, we are under a legal duty to supply Goods, Digital Content and Services that are in conformity with the Contract between the Parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.

6.2 Advice about Customer’s legal rights where they deal as a Consumer is available from their local Citizens Advice Bureau or Trading standards office. Nothing in these conditions will affect their legal rights.

7. RISK, OWNERSHIP AND INSURANCE

7.1 Transfer of risk in the Hire Goods:

a. Risk in the Hire Goods will pass immediately to the Customer when they leave our physical possession or control.

b. Risk in the Hire Goods will not pass back to us from the Customer until the Hire Goods are back in our physical possession. This shall apply even if



we have agreed to cease charging the Hire Charges, the Hire Period has ceased, or if the Contract has expired or terminated.

7.2 Ownership of the Hire Goods:

a. **Ownership of Hire Goods:** Ownership of the Hire Goods remains at all times with H2M (or its supplier where applicable). The Customer has no right, title or interest in the Hire Goods except that they are supplied on hire to the Customer.

The Customer must therefore not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending the Hire Goods. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of H2M, in which case H2M will have no Liability towards and/or for any claims brought by the third party to who the Customer has rehired the Goods.

b. **Customer's Right To Quiet Possession:** The Customer shall, during the Hire Period enjoy quiet and peaceful possession of the Hire Goods and we shall not, other than in the exercise of our rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Hire Goods during the Hire Period.

c. **H2M's access to the Customer site to inspect and repair the Hire Goods:** You shall grant (or shall procure that H2M or its authorised representative) is granted access to your Site at all such reasonable times on H2M giving you reasonable notice to inspect the Hire Goods and/or to ensure your compliance with your obligations under the Contract and/or to carry out any repairs of the Hire Goods.

7.3 Use and storage of the Hire Goods by the Customer:

At all times during the Hire Period you:

a. shall keep the Hire Goods in good repair and condition (reasonable wear and tear excepted). You shall not repair the Hire Goods yourself or commission the repairs to a third party, but shall notify us immediately if repairs to the Hire Goods are necessary.

b. shall where the Hire Goods need a refill of fuel, oil and/or electricity, ensure that proper type of fuel, oil and/or voltage is used.

c. shall not sell, license pledge, hypothecate and/or create any other kind of lien on the Hire Goods. A breach of this obligation shall be deemed a breach of the Contract, entitling us to terminate the Contract without Liability, in accordance with clause 13, and demanding the immediate return of the Hire Goods.

d. shall at all times use the Hire Goods in compliance with the instructions of the user manual(s) and safety guidelines accompanying them and all laws and applicable regulations, including any health and safety legislation that relates to the use of the Hire Goods.

e. shall not make any alterations to the Hire Goods, including without limitation changing any parts or accessories, painting it and/or removing, defacing or obscuring H2M's label and/or any other identifying mark or packaging on or in relation to the Hire Goods.

f. shall not, without our prior written consent, attach the Hire Goods to land or any part of the Site, so as to cause the Hire Goods to become a permanent or immovable fixture on such land or Site

g. shall not, without our prior consent part with the control over the Hire Goods, even if this occurs as a result of a change in the Customer's ownership and /or management

h. shall not do or permit to be done anything that could invalidate H2M's insurance covers

i. shall take full responsibility and take appropriate measures to ensure the security, care and maintenance of the Hire Good for as long as they are in your possession, even when they are not in use.

j. shall not misuse the Hire Goods or use it in a manner that is contrary to the instructions contained in the User manual or otherwise or in contravention of health and safety regulations

7.4 Damage to or loss of Hire Goods:

a. You shall pay H2M:

(i) all costs and expenses for making good any damage (except for fair wear and tear) caused to the Hire Goods during the Hire Period

(ii) all costs and expenses for cleaning the Hire Goods, upon their repossession by us, so as to return the Hire Goods to a condition fit for the next hire

b. These costs and expenses will be communicated to you upon assessment of the Hire Goods and a separate invoice, along with any supporting documentation for the same will be sent separately to you.

c. You agree to pay all the repair and cleaning costs and expenses incurred by us to render the Hire Goods fit for their next hire, and you agree that a failure to make any such payments will entitle us to deduct these costs from the Deposit.

d. **Loss of Hire Goods:** If the Hire Goods or any parts thereof are lost or stolen or damaged beyond economic repair ("**Irrecoverable Goods**"), while they were in your possession, you will be required to:

(i) pay the cost of the new item or any part thereof needed to replace the Irrecoverable Goods where the Hire Goods are less than 12 [twelve] months old from the date of submission of your Order Form and/or



(ii) reimburse us for any loss or costs suffered or incurred by us where the Hire Goods are more than twelve (12) months old from the date of submission of your Order Form

(iii) and a reasonable administrative charge to cover the costs incurred by us to administer the replacement

e. Costs mentioned in paragraph 7.4 (d) (i), (ii) and (iii) shall be collectively referred to as “**Replacement Cost**”. Please note that in addition to the Replacement Cost you will continue to remain liable to make payments towards the Invoice Amount you would have otherwise made had it not been for the replacement.

f. In addition to the obligation in clause 7.4 (e) to pay the Hire Charges, from the date you notify us that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date you make a payment to us for the replacement of the Hire Goods in accordance with clause 7.4 (d) (“**Lost Rental Period**”), you shall, where applicable pay, as a genuine pre- estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Hire Charges that would have applied for such Hire Goods during the Lost Rental Period. We will use our reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once we have received payment of the Replacement Cost from the Customer.

7.5 Recovering or Substituting Hire Goods

a. **Substituting the Hire Goods:** We may, during your Hire Period, on the service of reasonable notice substitute the Hire Goods with alternative Goods of an equivalent standard.

b. **Access to the Site:** You agree to give us, our representatives, employees, agents or sub-contractors the right to access and enter the Site for the purposes of substituting and/or recovering the Hire Goods and where the Hire Goods are being used and/or stored on third-party premises, you will ensure that the owner of such third-party premises grants us access to substitute and/or recover the Hire Goods.

7.6 **Repossession of the Hire Goods:** On the expiry and/or termination of the Contract for whatever reason, all the Hire Goods in the possession of the Customer shall immediately become due for return to H2M, and the Customer shall ensure that the physical possession of the Hire Goods is transferred to H2M.

7.7 **Insurance:** You shall keep the Hire Goods insured (as from the time they leave the physical possession or control of H2M) on our behalf for their full price against all risks with an insurer that is acceptable to us (acting reasonably). Any proceeds of any such insurance shall be paid to us on demand. You must not compromise any claim in respect of the Hire Goods and/or any associated insurance without our written consent.

8. CUSTOMER’S RESPONSIBILITY FOR LOSS AND DAMAGE

8.1 For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 7 of these conditions.

8.2 For the duration of the Hire Period (which for the avoidance of doubt includes the time the Hire Goods are left on site during a Holiday Period) you shall, subject to the provisions referred to in sub clause 8.1 make good to us all loss of or damage to the Hire Goods 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 us and any personnel supplied by us 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 Hire Goods during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law (“**Settlement**”). In the event of loss of or damage to the Hire Goods, hire charges shall be continued in accordance with Clause 7. Payment of the Settlement must be made within 21 [twenty one] calendar days of the date of determining the Settlement amount.

8.3 Notwithstanding the above the Customer shall not be responsible for damage, loss or injury:

(i) prior to delivery of any Hire Goods 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 Hire Goods are in transit by transport of H2M or as otherwise arranged by H2M

(ii) after the Hire Goods have been removed from the Site and are 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 highway) to H2M by transport of H2M or as otherwise arranged by H2M

(iii) where the Hire Goods are 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 H2M

For the purposes of these terms and conditions, “Holiday Period” covers any cessation of work over Easter, Christmas and the New Year, as well as any other Bank or Public holidays.

9. NOTICE OF ACCIDENTS

If the Hire Goods are involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Customer to us by telephone and confirmed in writing to us no later than 24 [twenty-four] hours after such telephone notification. In relation to any claim in respect of which the Customer is not bound to fully indemnify us, no admission of liability, offer, promise of payment or indemnity shall be made by the Customer without our prior written permission.



10. DELIVERY, COLLECTION AND SERVICES

10.1 Delivery or Collection of the Hire Goods:

a. **Delivery of Hire Goods by H2M:** When you place an Order you are required to indicate if you would like us to deliver the Hire Goods to the Site or if you would like to collect them from our branch/place of business. If we deliver the Hire Good to you and/or collect them from you at the end of the Hire Period, we will do so at our standard delivery cost prevailing on the date of the acceptance of your Order Form, (unless otherwise agreed), and such delivery and/or collection will form part of the Services. Where the Hire Goods are being delivered and/or collected by us, we will be liable for the risk in the Hire Goods during transportation.

b. **H2M not liable for delivery delays beyond its control:** We always endeavour to deliver on the Agreed Delivery Date. However, we may face circumstances beyond our control such as a Force Majeure event, that delay or prevent us from making a delivery. If delivery is delayed, disrupted or prevented by an event outside of our control, we will notify you at the earliest and will take all possible measures to minimise the effect of the delay. We shall not be liable if we are delayed or prevented from making a delivery on the Agreed Delivery Date, for reasons beyond our control. However, if there is a risk of substantial delay (15 days or more) from the Agreed Delivery Date, you may contact us to cancel your Order and receive a refund for the Hire Goods paid for but not yet received.

c. **Access to Site for Delivery of Hire Goods:** The Customer will allow and/or procure sufficient access to and from the Site and procure sufficient unloading space, facilities, equipment and access to utilities for H2M's employees, sub- contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the Site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

If any Services are delayed, postponed, aborted and/or are cancelled due to the Customer failing to comply with its obligations herein, the Customer will be liable to pay H2M additional standard charges from time to time for such delay, postponement, aborted delivery, redelivery and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.

With the exception of a Force Majeure event, if the Customer fails to provide the required information beyond a reasonable period of time, we are entitled to terminate the Contract.

d. **H2M not liable for lack of Site preparation:** You agree that in order to secure a safe delivery of the Hire Goods, the Site needs to be inspected by you, and prepared and cleared of all hazards prior to the delivery of the Hire Goods. You understand that some of the Hire Goods will be heavy and may arrive in heavy, commercial vehicles. You agree to hold H2M and its officers, employees, agents, representatives and sub-contractors harmless and free from Liability in the event of any damage caused during delivery, due to the lack of Site preparation, presence of hazards on Site and/or poor access routes or ground conditions.

If you have any concerns about your Site's conditions and the safety of delivery please notify us when you submit the Order Form to us so that we may be able to work on the best delivery method. In the event you fail to notify us of the Site Conditions in accordance with this clause 10.1.d, we shall not be liable for damage to Site or damage to the Hire Goods caused at the time of delivery, or any delay or failed delivery, and you shall be liable for the repairs and related charges, including redelivery charges.

e. **Collection of Hire Goods on conclusion of the Hire Period:** If we are instructed to collect the Hire Goods from the Customer at the end of the Hire Period as set out in the Order Form, we will endeavour to collect them within 3 [three] Working Days' from the end of the Hire Period and shall agree on a collection date and time with the Customer. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by us, unless we fail to collect the Hire Goods within 5 Working Days from the end of the Hire Period, whereupon we shall be liable for any loss or damage, but not theft thereafter, unless the Hire Goods are not ready for collection as a result of the Customer's default.

We shall also collect the Hire Goods from the Customer's Site in case of termination or cancellation of the Contract for any other reason.

If the Goods are not ready for collection or the Customer does not grant access to the Site for the collection and recovery of the Hire Goods by H2M on the date and time agreed between the Parties, we shall be entitled to charge the Customer additional costs incurred by us as a result.

f. **Customer's responsibility on Site:** When the Hire Goods are off-loaded on Site, and the Customer instructs our staff to place the Hire Goods or to install them on Site, our staff start acting under the direction and control of the Customer. As such, the Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such member of our staff or to any other person, and for any injury and/or damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice.

g. **Branch Collections and Returns:** If you have opted to collect the Hire Goods from the branch and/or return them to the branch or H2M's place of business, you shall be responsible for the safe collection and return of the Hire Goods, including without limitation arranging for a vehicle that ensures the safe collection and return of the Hire Goods, without damage being caused to the vehicle, the Hire Goods themselves and/or to any staff member of H2M or the Customer. You shall be liable for any damage caused or injury sustained as a result of the contravention of your obligations under this clause 10.1g.

Where you have opted to collect the Hire Goods, you must do so on the date mutually agreed by the Parties ("**Agreed Collection Date**"). In the event you do not collect the Hire Goods on the Agreed Collection Date we shall be entitled to cancel your Order, without any Liability. Please note that you will start incurring Hire Charges from the Agreed Collection Date.

Where you have opted to return the Hire Goods, you must do so within Business Hours on the End Date ("**End Date**"). In the event you do not



return the Hire Goods on the End Date we shall be entitled to charge Hire Charges for the Hire Goods not returned for each day of default.

If you have any doubts about being able to collect and/or return the Hire Goods in a safe manner please contact us to arrange for delivery and collection, subject to the applicable charges.

For the purposes of this Agreement Business Hours shall mean 9.00 am to 5.30 pm on a day that is not the weekend or a public holiday

11. HEALTH AND SAFETY AND CARE OF HIRE GOODS

11.1 Goods inspected prior to hire:

- a. As a supplier of Goods on hire, we ensure that the manufacturers of the respective Goods have confirmed that the Goods comply with appropriate safety standards under the laws of the United Kingdom.
- b. Before each hire we formally test and inspect the Goods.
- c. As per the Provision and Use of Work Equipment Regulations (“PUWER”) 1998, we ensure that:
 - i. our staff that delivers and/or installs the Goods on the Customer Site have adequate information, instruction and training on the Goods
 - ii. the Goods are accompanied by suitable health and safety measures, such as protective devices and controls. These will normally include guarding, emergency stop devices, adequate means of isolation from sources of energy, clearly visible markings and warning devices.

11.2 The Customer shall ensure that:

- a. where the safety of Goods depends on the manner of installation, it must be inspected after installation and before being put into use. We shall not be liable for the installation of Goods carried out by the Customer and/or our staff under instructions from the Customer.
- b. the Goods are suitable for the intended use and that all people who use, supervise or manage the use of the Goods have received adequate training, which should include the correct use of the equipment, the risks that may arise from its use and the precautions to take
- c. all people using, supervising or managing the use of the Goods are provided with adequate, clear health and safety information. This will include, where necessary, written instructions on its use and suitable equipment markings and warnings
- d. where the use of Goods is likely to involve a specific risk to health and safety, ensure that the use of the equipment is restricted to those people trained and appointed to use it
- e. fulfil all their obligations under and adhere to the PUWER 1998. We shall not be held liable if the Goods selected are not fit for purpose or for the intended use.

The Customer shall:

- f. not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer
- g. notify us immediately after any breakdown, loss and/or damage to the Hire Goods
- h. take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks
- i. notify us of any change of its address and upon our request provide details of the location of the Hire Goods
- j. permit us at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated
- k. keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the UK without our prior written consent
- l. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that we have agreed to provide them as part of any Services
- m. not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods
- n. not continue to use Hire Goods where they have been damaged and will notify us immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person and
- o. where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
- p. ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

11.3 The Hire Goods must be returned by the Customer in good working order and condition and in the same condition that they were in prior to the hire (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods



12. BREAKDOWN

12.1 Allowance may be made in relation to the Hire Charges to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on the conditions that (a) the Customer has not used the Hire Goods in a manner contrary to the operating and safety instructions (b) the Customer informs us as soon as practicable of the breakdown and (c) we are unable to repair or replace the Hire Goods within a reasonable time.

12.2 The Customer shall be responsible for all expenses, loss (including loss of Hire Charges) and/or damage suffered by us arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

12.3 We will at our own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or our negligence while carrying out routine maintenance and/or repairs.

12.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by us.

13. STATUTORY CANCELLATION RIGHT FOR CONSUMERS

13.1 The provisions of this clause 13 only apply to online or telephone sales/hires to Customers who are Consumers for the purpose of any hire from us.

13.2 Subject to clauses 13.4 and 13.5, in the case of Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to us at the address stated at the end of these Terms, without incurring any charge or Liability, within 14 [fourteen] days of the date on which the Goods come into the physical possession of the Customer.

13.3 Where a Customer exercises its right to cancel under clause 13.2 and has made payments in advance for Goods and/or Services that have not been provided to it, we will refund these amounts to the Customer:

- within 14 [fourteen] days of receipt of the Goods which have been returned by the Customer, or
- (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods or
- if no Goods have been provided by us, 14 [fourteen] days after the day on which we have been informed of the Customer's decision to cancel the Contract.

13.4 Where the Customer deals as a Consumer and requests in writing that we begin provision of the Services within the cancellation period set out in

clause 13.2, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once we have begun the provision of the Services. If the Customer cancels the Contract once we have begun to provide the Services it shall be liable for all costs reasonably incurred by us in providing the Services up to the point we were informed of the Customer's decision to cancel the Contract.

13.5 Where the Contract is with a Consumer and:

- is for the transport of Goods, vehicle rental services, catering or services related to leisure activities and
 - provides for a specific date or period of performance,
- the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to us.

13.6 Where a Customer cancels the Contract under this clause 13, it shall return any Goods which have been provided to it at its own cost, unless otherwise expressly agreed in writing.

13.7 A Consumer can cancel the Contract within the 14 [fourteen] day period referred to above by a clear statement to that effect to us, which may be sent by post or by email to hello@hire2me.co.uk

13.8 Returns can only be made to any of our branches or place of business. Please see our website for further details.

13.9 The Customer will be responsible for the cost of returning the item to us, and if it fails to do so, and we have to collect it from the Customer, we will deduct the direct costs of doing so from the Customer's Deposit and/or refund payable to the Customer.

13.10 We will endeavour to refund any money received from the Customer using the same method originally used by the Customer to pay for the Services.

13.11 We are entitled to reduce any refund (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Customer's handling them in a way which would not be permitted in a shop. If the refund is paid before we have been able to inspect the Goods and it becomes apparent that the Customer has handled them in an unacceptable way, the Customer must pay us an appropriate amount to bring the Goods back to the same condition in which they were first delivered to the Customer.

13.12 Subject to clause 13.6 the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method that we offer.

13.13 We are entitled to deduct from any refund an amount for the supply of the Service for the period for which they were supplied, ending with the time when the Customer informs us that it has changed its mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.



14. TERMINATION BY NOTICE

14.1 If the Hire Period has a fixed duration as set out in the Order Form, then subject to the provisions of clause 15 neither the Customer nor H2M shall be entitled to terminate the Contract before the expiry of that fixed period unless permitted by the other Party.

14.2 If the Hire Period does not have a fixed duration either of the Customer or H2M is entitled to terminate the Contract upon giving not less than 14 [fourteen] days' written notice to the other Party.

14.3 The rights set out in this clause 14 are in addition to any rights the Customer may have under clause 13 (and any other legal rights).

15. DEFAULT

15.1 If the Customer:

- a. fails to make any payment to us when due without just cause
- b. breaches the terms of the Contract, where the breach cannot be remedied or, where the breach is capable of remedy, has not remedied the breach within 14 [fourteen] days of receiving notice requiring the breach to be remedied
- c. persistently breaches the terms of the Contract
- d. provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract
- e. pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction
- f. being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver, any distress/diligence, execution or other legal process has been levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction
- g. appears to us (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract
- h. appears to us (acting reasonably) to be about to suffer any of the above events and/or
- i. fails to return to us the Hire Goods by the due date for return, then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 15.2 below.

15.2 If any of the events set out in clause 15.1 above occurs in relation to

the Customer then:

- a. except where the Customer is acting as a Consumer, we may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods owned by us may be and repossess them
- b. we may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer
- c. we may immediately cancel, terminate and/or suspend without Liability the Contract and/or any other contract with the Customer and/or
- d. (*) all monies owed by the Customer to us shall immediately become due and payable.

15.3 (*) The Customer warrants that we shall have all rights, licences and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of Hire Goods. The Customer hereby grants us a licence to enter the premises of the Customer (or any third party premises where Hire Goods are held) to enable us to recover the Hire Goods in accordance with clause 13.2.a.

15.4 Any repossession of the Hire Goods shall not affect our right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods.

15.5 (*) We may recover the costs, including but not limited to the costs of replacement, in respect of lost or damaged Goods, and nothing in clauses 15.2-15.4 shall limit our right to recover such costs. We may recover the costs, including but not limited to the costs of replacement and recovery, in respect of Hire Goods which we have been unable to collect because they have not been made available for collection by the Customer in breach of this Contract, and nothing in clauses 15.2-15.4 shall limit our right to recover such costs.

15.6 Upon termination of the Contract the Customer shall immediately:

- a. return the Goods to us or, as requested by us, make the Hire Goods available for collection by us or our authorised representatives (and the provisions of clauses 15.2 to 15.5 in respect of access to premises for this purposes shall apply) and
- b. pay us all arrears for Hire Charges and/or the Invoice Amount, charges for any Services, monies for any Hire Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Hire Goods.

16. LIMITATIONS OF LIABILITY

16.1 Subject to clause 16.2 we warrant that:



- a. we will carry out any Services under the Contract with reasonable skill and care and
- b. the Hire Goods will conform in all material respects with their description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.

16.2 The warranty in clause 16.1 shall apply in respect of Hire Goods, for the duration of the Hire Period.

16.3 (*) We will not be liable under the warranty above to the extent that the Hire Goods are covered by the manufacturer's warranty.

16.4 (*) All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

16.5 (*) The Customer warrants that (where they have been made available by H2M) it has inspected the Hire Goods prior to the supply and is satisfied that the Hire Goods are suitable for its needs save that the Customer shall not be in breach of this clause in respect of any Hire Goods, where we are in breach of the warranty set out at clause 16.1 in respect of those Hire Goods.

16.6 (*) We shall be liable for any loss or damage to the Customer's property only where the loss or damage occurred as a result of our Gross Negligence or fraudulent misrepresentations. Subject to the limitation in this clause 16.6, if we are found to be liable in respect of any loss or damage to the Customer's property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.

For the purposes of this Agreement "**Gross negligence**" means an error which is a serious error in all the circumstances, and in particular, where an action or inaction is undertaken with an objective appreciation of the high degree of risk of such action or inaction, as the case may be, and which action or inaction, a reasonably competent professional in H2M's or their contractors' position would consider to be in blatant disregard or indifference to that risk, and where the likelihood of the harm occurring is material and/or the consequences of the error are significant.

16.7 Any defective Hire Goods must be returned to us for inspection if requested by us before we will have any Liability for defective Goods.

16.8 We shall have no Liability for additional damage, loss, Liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

16.9 The Customer shall give us a reasonable opportunity to remedy any matter for which we are liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so we shall have no Liability to the Customer.

16.10 (*) We shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services have not been paid in full by the due date for payment. The Customer's remedy for any breach of any of the warranties or representations set out in the Contract (whether made innocently or negligently) by us is limited to the Invoice Amount paid or payable by the Customer to us under this Contract.

16.11 (*) We shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against us. The Customer remains liable for the Hire Goods during the Hire Period notwithstanding that we or the Customer has insurance in place which would indemnify either us or the Customer.

16.12 (*) We shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

- a. consequential losses
- b. loss of profits
- c. loss of income
- d. economic and/or similar losses
- e. loss of anticipated savings
- f. loss of data
- g. wasted management or office time
- h. business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill
- i. special damages and indirect losses however so arising and/or
- j. loss resulting from any inability to carry out any operations. For example, we shall not have any Liability if the Customer cannot complete a task because we supplied the wrong Hire Goods.

16.13 (*) Subject to the limitations in this clause 16, and with the exception of clause 16.6 our total Liability to the Customer under and/or arising in relation to any Contract shall not exceed the Invoice Amount or monies payable by the Customer for the Hire Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (one thousand pound sterling) whichever is the higher. Only to the extent that any Liability of H2M to the Customer would be met by any insurance of H2M then H2M's Liability shall be extended to the extent that such Liability is met by such insurance.

16.14 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of the following:

- a. Liability for breach of contract
- b. (*) Liability in tort/delict (including negligence) and
- c. (*) Liability for breach of statutory and/or common law duty except clause 16.8 above which shall apply once only in respect of all the said types of Liability.

16.15 If the Customer is a Consumer, we have no Liability for anything of which we were not aware or which could not have been reasonably foreseen. We are not liable to a Consumer in respect of any business losses.



16.16 We are only suppliers, and not manufacturers of the Hire Goods. Although we supply the Hire Goods for hire only after we have tested them, the Customer is responsible for using the Hire Goods in accordance with the operations manual and safety instructions. H2M will not be liable for any damage to and/or injury on the Site, external/communal areas or neighbouring properties associated with the Site and caused by any Hire Goods or otherwise, unless such damage and/or injury arises as a direct consequence of the Gross Negligence of H2M's employees and contractors.

16.17 We will not be liable for a claim to the extent that the matter or circumstance giving rise to the claim was disclosed to you.

16.18 We will not be liable for any claim if the alleged breach which is the subject of the claim is capable of remedy and has been remedied by us to your reasonable satisfaction, within such period of time as shall be mutually agreed upon by the Parties.

16.19 We will not be liable to indemnify you and/or any other party for any losses or damage arising as a result of a Force Majeure Event.

16.20 We will not have Liability in respect of a claim if and to the extent such claim is based upon a liability, unless and until such contingent liability becomes an actual liability and provided that it is notified to us within a period of 21 [twenty one] days from the End Date or in the absence of a designated End Date, the date on which we repossess the Hire Goods.

16.21 We will not be liable to any person who is not a Party to these Terms.

16.22 Regardless of anything else in the Contract, nothing in the Contract restricts our Liability for (a) death or personal injury resulting from negligence for which we are responsible (b) fraud (d) defective products under the Consumer Protection Act 1987 (to the extent that this Liability cannot be excluded); or (e) any other matter to the extent that it cannot be excluded or limited by law.

17. GENERAL

17.1 Upon termination of the Contract the provisions of clauses 5, 7.4, 8, 9, 10, 11 and 12 shall continue in full force and effect.

17.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

17.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

17.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact us by telephoning our customer service team on 02036339535 or by e-mail at hello@hire2me.co.uk

17.5 (*)The Customer agrees to indemnify and keep indemnified H2M against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or Liabilities suffered by H2M and arising from or due to any breach of

Contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.

17.6 (*)We may source Hire Goods from a third party. The Customer shall indemnify us against any Liability arising out of, or connected to, any claim brought by that third party, save to the extent that the Liability was a result of our breach of the Contract or negligence.

17.7 (*)No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

17.8 We shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If we are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

17.9 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom we have an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to our consent, have the right to enforce this Contract as if they were the Supplier.

17.10 The Provision and Use of Work Equipment Regulations 1998 ("PUWER 1998") requires the Supplier to provide all of the necessary components to erect tower scaffold safely in accordance with the manufacturer's instructions. We do not accept Liability for accident or injury caused by the Customer's use of incomplete towers, or the Customer's failure to erect the tower scaffold in accordance with the manufacturer's instructions.

17.11 We may transfer, assign, charge, or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract, save that, where the Customer is a consumer, we warrants that the Customer's rights shall not be reduced or prejudiced in any way as a result of such transfer, assignment, sub contract, or other disposition.

17.12 We may subcontract our obligations under the Contract but we shall remain liable for the performance of our obligations to the same extent as we would have been but for the subcontracting.

17.13 (*) These Terms and any Confirmation Documents constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.14 (*) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently



or negligently) that is not set out in the terms and conditions or any Confirmation Document. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this agreement.

17.15 Any provision or part provision of these Terms which are prohibited, or which are held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

17.16 This Contract is governed by and interpreted in accordance with the laws of the United Kingdom.

17.16 Dispute Resolution:

While we do not anticipate this and always strive to make our clients happy, in the event of any dispute arising from or as a result of our engagement to provide Services to you, the Parties agree to resolve it by amicable settlement. Should all efforts at amicable settlement fail (such efforts lasting for at least 30 days from the date on which the grievance or dispute arose) the Parties shall refer the dispute to a mutually appointed mediator, who shall be a neutral person with no ties to any Party. The costs of appointing a mediator shall be borne equally by the Parties. The Parties agree to uphold to the extent possible, the settlement arrived at, at the conclusion of mediation. Should mediation fail, the courts of England and Wales shall have exclusive jurisdiction over any disputes arising under the Agreement.

18. ADDITIONAL CONDITIONS

18.1 **Interim payments:** We may process interim payments in respect of any monies due from the Customer under the Contract by credit or debit card at any stage of the Contract.

18.2 **Electronic communication:** Applicable laws require that some of the information or communications we send to the Customer should be in writing. When using our website or online shop, you accept that communication with us will be mainly electronic. We will contact the Customer by e-mail or provide the Customer with information by posting notices on our website. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that we provide to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

18.3 **Erroneous pricing:** Our website contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our website may be incorrectly priced. We will normally verify prices/Hire Charges as part of our dispatch procedures so that, where the correct price is less than our published price, we will charge the lower amount when dispatching the Goods to the Customer. If the correct price is higher than the price published on our website, we will normally, contact the Customer for instructions before dispatching the Goods.

19. DATA PROTECTION AND CONFIDENTIAL INFORMATION

19.1 We will collect and process your Personal Data in accordance with our Privacy Policy available on our website at www.hire2me.co.uk

19.2 You agree that by using our Services and by agreeing to these Terms you have consented to our use, processing and control of your Personal Data for the purposes of providing our Services to you and/or for purposes outlined in our Privacy Policy.

19.3 We may disclose your Personal Data and Confidential Information:

(i) To our employees, independent contractors, free-lancers, consultants, partners, or co-workers (as applicable) on a "need to know basis" only which means that we may disclose the Personal Data and/or Confidential Information only to those of our employees, independent contractors, freelancers, consultants, partners, or co-workers who need to know such information for the performance of Services and/or for the conduct of our business, or where it is in our legitimate interests to disclose such information.

(ii) Where maintaining confidentiality conflicts with our duty of care

(iii) When an issue arises that we believe needs to be referred elsewhere. However, we will discuss this with you first

(iv) where you have consented to it

(v) We may also be required to share Personal Data and/or other Confidential Information relating to you and/or your Site pursuant to an order/decreed by an authority and/or any other statutory requirement.

Every recipient of such Personal Data will be bound by obligations of confidentiality to ensure that your rights under Data Protection Laws are upheld.

19.4 By purchasing our Services you agree to your information being disclosed to the parties and in the manner outlined in clause 20.3

19.5 For the purposes of these Terms:

a. "**Confidential Information**" shall mean any information supplied by one Party to the other during the course of the provision of Services and/or any information relating to a Party that is not in the public domain. Confidential Information does not include information to the extent that it is independently developed or known by the other Party (including because it is in the public domain) or required to be disclosed by law

b. "**Data Protection Laws**" shall refer to the UK General Data Protection Regulations ("**UK GDPR**"), the UK Data Protection Act 1998, the GDPR and any/other data protection legislation that applies to the Parties under these Terms

c. "**Personal Data**" shall have the meaning given to it under Article 4 of the GDPR