

TAYLOR LANE

TERMS AND CONDITIONS OF HIRE OF FALL ARREST SYSTEM

1. The Conditions shall come into force and be binding between the Hirer and the Supplier once the Order has been placed stating the Hirer's requirements and the Supplier has accepted the Order.
2. **DEFINITIONS**

The "Supplier" means Taylor Lane Timber Frame Limited and is the Company from whom the Equipment is to be hired and where the context so admits shall include the Supplier's servants, agents, successors or assigns.

"A Building Contract" means a contract between the Supplier and the Hirer for the supply of products and provision of building and other works under the UK Timber Frame Association Standard Terms and Conditions for the Design, Manufacture, Supply and/or Erection of Timber Frame Products May 2004 Edition, or any other mutually agreed written contract.

"List prices" means those prices appearing in Supplier's current price list.

The "Hirer" means the Company, firm, person, corporation or public authority taking the Equipment on hire and includes the Hirer's servants, agents, and any sub-contractors servants or agents and the Hirer's successors or personal representatives.

The "Equipment" means the equipment specified in the Order

The "Conditions" means these terms and conditions of hire

The "Hire Period" means the period of hire specified in the Order and any continued period thereafter and upon such terms as may be agreed between the parties in writing from time to time

The "Order" means the written order placed by the Hirer and accepted in writing by the Supplier together with any subsequent written order or orders placed by the Hirer for further or additional Equipment and confirmed in writing by the Supplier
3. **TERMS OF PAYMENT**
 - 3.1 All accounts are strictly nett and subject to payment of VAT. Payment will be strictly in accordance with terms advised in writing by the Supplier. If any sum remains unpaid after the due date the payment of all hire and other charges, no matter how recent shall become due immediately. Invoices will be presented at regular intervals during the Hire Period.
 - 3.2 The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged as the time for payment by the Hirer is of the essence.
 - 3.3 Before the Hire Period begins the Hirer may be required to pay a minimum hire charge and a deposit of a value specified from time to time to be calculated in accordance with the List prices which will be held as security until the return in good order of the Equipment and the payment of all sums due.
4. **AUTHORITY**
 - 4.1 The person making the contract with the Supplier warrants that he/she has the authority of the Hirer to make this contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so.
 - 4.2 Upon delivery, the Hirer shall sign the delivery note, which shall be conclusive proof of the receipt of the Equipment by the Hirer, and of the acceptance of the Conditions. No variation to the Conditions shall be effective whether or not specified in the Order unless agreed in writing by the Supplier.

5. COLLECTION AND DELIVERY

- 5.1 Collection by Hirer
If the Equipment is collected by the Hirer the Hirer shall make a check of the Equipment once loaded and sign a delivery note before leaving the Supplier's premises as conclusive proof of the receipt of the Equipment shown on the delivery note for collection.
- 5.2 Delivery Charges
Where delivery of the Equipment is undertaken by the Supplier, the Hirer shall pay a delivery or collection charge at the Supplier's standard charge for delivery or as agreed in writing. The Hirer will sign a delivery note as conclusive proof of the acceptance of the Equipment. Delivery will be made to a single convenient and accessible location at ground floor level not more than 10 metres from the vehicle unloading point unless agreed by our delivery driver.
- 5.3 Delivery/Collection Liability
Every reasonable effort will be made by the Supplier to keep the delivery dates given for delivery or

collection of the Equipment, but the Supplier accepts no liability in case of failure to do so unless an express written guarantee in writing has been given by the Supplier to effect delivery or permit collection by a specified time.
All costs incurred by the Supplier in the specific preparation and gathering together of Equipment to meet the Order, which will where appropriate include the consequential loss of hire income, shall be recoverable by the Supplier in the event of the Hirer cancelling the Order all the charges specified in the Order shall also be payable in full. If the Hirer requires delivery or collection of the Equipment to be postponed to a later date than originally shown in the Order then the Seller reserves the right to charge for the hire as from the original date specified in the Order.
- 5.4 Hirer's Responsibility For Acceptance Of Equipment
If the Hirer or the representative thereof is not present when the Equipment is delivered the Supplier will leave a delivery note at the place of delivery. Unless any alleged discrepancy is reported to the Supplier by letter received by the Supplier within 24 hours of delivery the delivery note shall be conclusive proof of the delivery of the Equipment set out therein.
- 5.5 Collection of Equipment
The Supplier will at the end of the Hire Period collect the Equipment from the Hirer's premises in a clean and sound condition, foregathered at an easily accessible ground floor level collection point not more than 10 metres from the vehicle loading point unless agreed by our collection driver. The Hirer will be liable for any cost incurred by the Supplier if the Supplier's collection driver is unable to pick up the equipment in its entirety upon arrival.
The Hirer must give at least 48 hours notice in writing prior to the end of the Hire Period of any wish to continue the Hire Period which must then be confirmed by the Supplier in writing. Hire charges will cease from the end of the Hire Period.
- 5.6 The Hirer shall, at the request of the Supplier, inform the Supplier in writing within one working day of the receipt of such request, of the location of all Equipment currently on hire.
- 5.7 The Hirer shall permit the Supplier and any person authorised thereby at all times to enter the premises in which the Equipment is situated to inspect and examine the Equipment.

6. NON-RETURNED EQUIPMENT ETC

- 6.1 The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment, and shall at all times keep it in his possession and control until such time as the Supplier takes the Equipment back into the Supplier's own possession at the end of the Hire Period.
- 6.2 The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclear. Additionally the Hirer will pay to the Supplier a charge equating to the financial losses reasonably incurred by the Supplier while such rectification is carried out.

- 6.3 The Hirer shall notify the Supplier immediately upon the loss or damage of any of the Equipment howsoever arising, and shall be liable to pay the full charge specified in the Order in respect of the lost or damaged Equipment up to and including the end of the Hire Period.
- 6.4 In the case of Equipment lost or damaged through theft vandalism or fire the Hirer shall also report the loss or damage as soon as reasonably practical to the police and as soon as reasonably practical thereafter obtain and advise the Supplier in writing of the crime report number.
- 6.5 The Supplier reserves the right to continue to levy Hire Charges until any and all sums due under paragraphs 1) to 4) above have been recovered from the Hirer.
- 6.6 Insurance and Responsibility For Lost Stolen Vandalised or Damaged Equipment
The Hirer agrees to pay the Supplier the full cost of the Equipment specified in the List prices for any Equipment which is lost stolen or damaged beyond economic repair and without any deduction for usage wear and tear or age and the Hirer will insure the Equipment on this basis.
- 6.7 All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of Equipment shall to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer and paid to the Supplier on demand.
- 6.8 In the event of loss or damage to the Equipment the Supplier's account shall be payable in full on demand and such payment shall not be conditional on prior recovery by the Hirer of any such sums under a policy of insurance or from any other source. Notwithstanding this condition, to the extent that any payment remains due to the Supplier under it all monies to the amount of that payment received by the Hirer from a policy of insurance or any other source in settlement of a claim relation to the loss theft or damage of Equipment shall be held by the Hirer on trust for the Supplier and paid to the Supplier on demand.
- 6.9 Recovery of Equipment
The Hirer will take all practical steps to secure a proper return of lost or stolen Equipment. In the event of lost or stolen Equipment being subsequently recovered and returned by the Hirer to the Supplier to Hirer will be credited with the value of that Equipment less the appropriate Hire Charge from the date on which the Supplier received notification of loss to the date of return.

7. MAINTENANCE OF EQUIPMENT

- 7.1 The Hirer will keep the Supplier acquainted with the state and condition of the Equipment and ensure it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified in writing to the Supplier.
- 7.2 DamageAll Equipment will be inspected on its return to the Supplier's premises. Any Equipment that in the reasonable opinion of the Supplier is damaged or unsuitable for further hire will be charged for at the Supplier's rates as specified in the List prices.
- 7.3 Before levying such charge the Suppliers will serve 7 days written notice upon the Hirer and during that period will afford the Hirer the opportunity at any reasonable time to inspect the damaged Equipment.

8. SAFETY AND SUITABILITY

- 8.1 The Supplier will on delivery provide the Hirer with instructions and guidance for installation and use of the Equipment where reasonably practicable and the Hirer will ensure that this information and guidance is fully passed on to all persons using the Equipment (whether or not they are employed by or contracted to the Hirer), whom the Hirer shall in any event ensure are competent and adequately trained in the installation and/or use of the Equipment.
- 8.2 The Supplier expressly excludes any warranty or liability or responsibility for the adequacy and suitability of the Equipment for the Hirer's requirements for any particular purpose or purposes and the Hirer warrants that it has satisfied itself at the time of placing the Order

that the Equipment is adequate and suitable for its intended purpose or purposes.

- 8.3 In so far as permitted by law the Supplier excludes all and any liability for any claims whatsoever for injury to or death of any person or damage to property or other loss caused by or in connection with or arising out of the use of the Equipment and in respect of all costs and charges in connection therewith whether arising under statute or common law and howsoever arising.

9. PERIOD OF HIRE

- 9.1 The date of collection or delivery of the Equipment will be the effective date for the commencement of payment of Hire Charges.
- 9.2 The Equipment will be subject to a minimum hire period, as specified in the Order.

10. OUTSTANDING ACCOUNTS AND PAYMENT

- 10.1 The Supplier reserves the right to charge compound interest at the rate of one and a half per cent (1½%) per month (on a daily basis) on all sums outstanding after the for due payment. This entitlement to interest shall be without prejudice to the Supplier's right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts has been received.
- 10.2 All prices quoted will be deemed to be List Prices unless agreed by the Supplier in writing. Any prices agreed which differ from the List Prices will only remain applicable on the condition that the Supplier's normal payment terms will be complied with. In the event that those payment terms are not complied with full charges may be substituted thereafter.
- 10.3 Should a dispute arise between the Supplier and the Hirer the Hirer shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counterclaim against the Supplier will only be accepted for deduction from any payment made to the Supplier where the Supplier has agreed to such a deduction in writing. Counterclaims will only be considered for acceptance between the parties to this contract, No amount which might be due for payment to an associate company or to the parent company of the Hirer will be deemed to be acceptable as a counterclaim in this context.

11. TERMINATION

If the Hirer commits any breach of this, or any other agreement with the Supplier, or ceases business, or stops payments or makes deed of arrangement, assignment of composition with its creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purpose of reconstruction or amalgamation) or suffers or allows the appointment of a receiver or provisional liquidator, or suffers any distress or execution unsatisfied judgement against it for 14 days or more or commits any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it or dishonours any cheque drawn upon it then the Hirer shall be deemed to have repudiated this contract. The Supplier may then immediately re-possess the Equipment upon giving not less than 7 days written notice to the Hirer and receive any monies due as well as damages for repudiation without prejudice to any other rights and remedies. It is further agreed that in the event of the Hirer having entered into a Building Contract with the Supplier whether before or after the date of the Order and which is still subsisting at the date of the written notice then the date giving of written notice (and not the date of actual or intended repossession) shall be deemed to be a material breach by the Hirer of the Building Contract for the purposes of Clause 15.1.1 of the Building Contract

12. OWNERS RIGHTS

The Hirer shall not re-hire the Equipment to a third party without the express written consent of the Supplier in which case the Hirer is deemed to retain control of the Equipment at all times whether or not it might remain in the Hirer's possession. The Hirer shall be solely responsible for the payment of all hire charges and for all charges in respect of damage to or loss of the Equipment. It is the sole responsibility of the Hirer to return the Equipment to the Supplier in accordance with the Conditions. The Supplier will not deal directly with any third party in this context.

13. HIRER'S INDEMNITY

The Hirer shall indemnify the Supplier against any loss, damage, claims or proceedings (and against any costs or expense arising out of or in connection therewith) in respect of any injury to or death of any person or damage to any property real or personal or any other loss caused by or arising our of or in the

course of the use or misuse of the Equipment by any person or arising out of this contract. The Hirer shall effect and keep in force at all time comprehensive Policies of Insurance in respect of the Hirer's liabilities under this condition.

14. TITLE

The Equipment, notwithstanding its loss or theft and any payment from the Hirer to the Supplier in respect thereof will at all times remain the property of the Supplier.

15. IDENTIFICATION OF EQUIPMENT

Only Equipment provided by the Supplier and identified by the Supplier as such will be accepted at the end of the Hire Period.

16. VALUE ADDED TAX (VAT)

Unless specifically stated otherwise prices and rates shown in quotations contracts invoices certificates and correspondence are exclusive of VAT which will be payable to the Supplier as an addition to the rates chargeable at the rates laid down from time to time by Law. The Supplier shall be entitled to adjust the rates and amount of VAT retrospectively or otherwise comply with any rulings made by H M Customs and Excise affecting any goods sold, hired or provided by the Supplier.

17. LAW

The contract will be subject to the laws of England and Wales in which it is made. Payment will be in pounds sterling.