

**THE CONSTRUCTION PLANT-HIRE ASSOCIATION (CPA)
HIRE CONTRACT TERMS AND CONDITIONS FOR
CONSUMERS 2011 FOR PLANT AND EQUIPMENT
SUPPLIED WITHOUT AN OPERATOR**

IMPORTANT SAFETY WARNING

Before using any Plant and Equipment provided by us, we would draw your attention to the following points:

- A** You must ensure that all users of the Plant and Equipment, in particular electrical equipment, have been instructed in its safe use and operation and that such use is in accordance with any relevant operating and safety instructions supplied with the Plant and Equipment.
- B** You must ensure that all electrical equipment is connected to the correct supply via suitable plugs or sockets. Where a temporary change in electrical plugs or sockets is required, this must be carried out by a qualified electrician who must also re-instate the Plant and Equipment to its original condition. You must ensure that all electrical equipment is correctly earthed and insulated.
- C** You must ensure that all liquid fuels and compressed gases supplied for use with the Plant and Equipment are transported, stored and used in a safe manner in accordance with any safety instructions supplied, or as instructed by us.
- D** WE WILL PROVIDE YOU WITH SAFETY AND OPERATING INSTRUCTIONS FOR SAFE USE OF THE PLANT AND EQUIPMENT. YOU MUST ONLY OPERATE THE PLANT AND EQUIPMENT IN ACCORDANCE WITH THE OPERATING AND SAFETY INSTRUCTIONS SUPPLIED WITH IT OR ANY OTHER SAFETY INSTRUCTION GIVEN TO YOU BY US. IF YOU DO NOT UNDERSTAND ANY PART OF THE RELEVANT OPERATING AND SAFETY INSTRUCTIONS YOU MUST SEEK ASSISTANCE FROM A SUITABLY QUALIFIED PERSON OR US BEFORE USING THE PLANT AND EQUIPMENT. WE WILL NOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE AND/ OR INJURY CAUSED BY YOUR FAILURE TO COMPLY WITH OPERATING AND SAFETY INSTRUCTIONS SUPPLIED TO YOU. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE FULLY COVERED BY INSURANCE FOR ANY RISKS INVOLVED IN THE USE OF THE PLANT AND EQUIPMENT, SUCH AS PERSONAL INJURY OR DEATH TO USERS OF THE PLANT AND EQUIPMENT OR OTHER PERSONS.
- E** THIS SAFETY WARNING IS NOT IN ANY WAY INTENDED TO EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, BREACH OF CONTRACT OR OTHER DEFAULT.

1. DEFINITIONS

In this Hire Agreement (the "Agreement"),

- 1.1 "Hire Charges" means the charges including the hire charges, delivery fee, Waiver Fee and other fees (as applicable) charged to you by us in respect of the hire of the Plant and Equipment.
- 1.2 "Outstanding Balance" means all amounts payable under this Agreement less the amount paid.
- 1.3 "Plant and Equipment" means the plant and equipment hired to you by us including any substitutions, replacements and additions made in accordance with the terms of this Agreement and any manuals, accessories or other item supplied with the Plant and Equipment.
- 1.4 "Site" means the location where you intend to use the Plant and Equipment.
- 1.5 "you", "your" means the hirer (or hirers) of the Plant and Equipment.
- 1.6 "Waiver Fee" means the fee to be paid by you in accordance with clause 5.2, if applicable.
- 1.7 "we", "us", "our" - means the owner of the Plant and Equipment, its successors, its employees and agents, and any business or other person to whom the owner transfers (by absolute assignment, by way of novation or by way of security) any or all of its rights or its rights and responsibilities (whether legal or equitable) under the Agreement.

2. MAXIMUM PERIOD OF HIRE

- 2.1 The term of this Agreement will not exceed three calendar months.

3. NON-BUSINESS HIRE

- 3.1 The Plant and Equipment is hired to you on the basis that it is used only for private or non-commercial use. You must not use the Plant and Equipment for commercial purposes.

4. LIABILITY

- 4.1 If either you or we are in breach of any term of this Agreement, neither of us will be responsible for any losses that the other suffers as a result of such breach except losses which are a foreseeable consequence of the breach.
- 4.2 You have agreed to hire the Plant and Equipment for domestic and non-commercial purposes only. In the circumstances, if we are in breach of this Agreement we will not be liable to you for any claim relating to business expenses or losses, including but not limited to claims for loss of profit.
- 4.3 We will not accept any responsibility for any damage and/or injury caused by your failure to comply with operating and safety instructions supplied to you. It is your responsibility to ensure that you are fully covered by insurance for any risks involved in the use of the Plant and Equipment, such as personal injury or death to users of the Plant and Equipment or other persons. This clause does not exclude or limit our liability for death or personal injury caused by our negligence, breach of contract or other default.
- 4.4 If a third party makes a claim against us in relation to any loss or damage caused by the Plant and Equipment as a result of your breach of any term of this Agreement, you will indemnify us in full for all costs and/or losses suffered by us as result thereof including but not limited to payment of compensation (including interest where applicable) to the third party, our reasonable legal and other fees incurred as a result of any legal action resulting from the claim. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.
- 4.5 Subject to clause 4.7, our liability is limited as follows:
Our liability for loss, destruction or damage to goods or property is limited to a total of £1 million whether due to our breach of contract, negligence or otherwise.
- 4.6 If you think that there is a possibility that goods or property could be damaged which have a value of more than the limit set out in clause 4.5, then you must notify us in writing before the Plant and Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available and this will involve an increase in the Hire Charges.
You will not be able to claim more than the amount set out in clause 4.5 if:
 - (a) you do not notify us that the damage could exceed the above limit;
 - (b) we choose not to have additional coverage made available;
 - (c) you do not agree to meet the extra charge for additional coverage; or
 - (d) the additional coverage fails for some reason that is not our fault.This will be so, even where we are at fault, except where your claim is for death or personal injury, as mentioned in paragraph 4.7 below.
- 4.7 The limit set out in paragraph 4.5 does not apply to claims for death or personal injury caused by our negligence. There is no limit on the amount of our liability for such claims.

5. LOSS, THEFT OF, OR DAMAGE TO THE PLANT AND EQUIPMENT

- 5.1 Subject to clause 5.3 below, if the Plant and Equipment is lost, damaged, destroyed or stolen whilst in your care, you will be liable for the full cost of repairing or replacing the Plant and Equipment.
- 5.2 We may take out insurance to cover the risk to our Plant and Equipment. If we do so and you pay the Waiver Fee, we will not pursue you for the costs of repairing or replacing the Plant and Equipment, but only to the extent that such costs are reimbursed to us by our insurers. You will still be liable to us, however, to the extent that the insurers do not reimburse us for the loss or damage. You must take reasonable care of the Plant and Equipment whilst it is in your custody, even if the Waiver Fee has been paid.
- 5.3 You will not be liable to pay us for any damage caused to the Plant and Equipment arising from any defect in the Plant and Equipment which was not apparent when it was hired to you. You will not be liable for any loss or theft of the Plant and Equipment resulting from a fault in the Plant and Equipment's security system which occurred before you took delivery of the Plant and Equipment. You must notify us immediately if there is a fault with the Plant and Equipment's security system, including but not limited to faulty locks or other security devices.
- 5.4 Where the Plant and Equipment or any part of it is lost, stolen, damaged or destroyed you must notify us immediately in order that we can notify our insurers. If the insurers refuse to pay us because of a delay in notification by you, you will be liable to us for what would have been recovered from the insurers if you had complied with this clause. You must provide our insurers and us with all reasonable assistance when so requested.
- 5.5 You must notify the police immediately if the Plant and Equipment, or any part of it, is stolen or has been criminally damaged.

6. DAMAGE TO SITE AND/OR ACCESS DURING DELIVERY AND COLLECTION

- 6.1 You acknowledge that the Plant and Equipment you have chosen to hire may cause superficial damage to the ground, particularly in wet weather (for example, ruts may be created or paving stones may be cracked). You further acknowledge that the Plant and Equipment may also cause damage to underground services such as drains and sewers. If you have chosen to have the Plant and Equipment delivered to you, our delivery driver will do his best to limit any such damage, but we cannot be held responsible for any damage of this sort. You are responsible for making good any damage caused to your property or adjoining land in obtaining access.
- 6.2 If you are particularly concerned to avoid superficial damage to the ground you must let us know as soon as possible. We may be able to provide extra protection, although there will be an additional cost in doing so, which we will pass on to you.

7. DELIVERY IN GOOD ORDER

- 7.1 We will ensure that the Plant and Equipment hired to you is in good working order and fit for the purpose for which the Plant and Equipment of that kind is normally used.
- 7.2 You must check the Plant and Equipment when it is provided to you and immediately notify us of any obvious faults or defects.

8. SAFETY

- 8.1 You warrant that you will use the Plant and Equipment in accordance with the safety warning at the beginning of this Agreement.
- 8.2 You must read any relevant operating and safety instructions supplied with the Plant and Equipment and you must only use (or permit the use of) the Plant and Equipment in accordance with the operating and safety instructions supplied with it or any other safety instruction given to you by us. If you do not understand any part of the relevant operating and safety instructions you must seek assistance from a suitably qualified person or us before using the Plant and Equipment.
- 8.3 You must also take your own sensible safety precautions (for example, you must take all reasonable measures to prevent children from playing on or near the Plant and Equipment at all times).
- 8.4 You must ensure that the Site itself is safe.

9. TRANSPORTATION, LOADING AND UNLOADING

- 9.1 If you would like us to deliver and collect the Plant and Equipment, we will provide this service at a reasonable cost, which we will confirm to you prior to the hire.
- 9.2 Unless we have agreed to deliver and collect the Plant and Equipment, you are responsible for collecting it from our premises, and for delivering it back to our premises.

- 9.3 Where you transport the Plant and Equipment yourself, you are responsible for loading at the time of collection from our premises and for unloading at the time of delivering it back to our premises.

- 9.4 If one of our employees helps you in the loading or unloading of the Plant and Equipment you must tell him what you want him to do and how you want him to help. If the Plant and Equipment is damaged, or causes damage, whilst being loaded or unloaded, you will be responsible for the damage unless the damage is caused by our employee's negligence.

10. UNAUTHORISED CHANGE OF SITE

- 10.1 The Plant and Equipment must only be used at the Site. If you want to use the Plant and Equipment at any other place you must first get from us written confirmation that we allow you to do so.

11. UNAUTHORISED RE-HIRING OF EQUIPMENT

- 11.1 You must not re-hire, sublet, or lend any of the Plant and Equipment to any third party or otherwise part with possession of the Plant and Equipment.

12. CONDITION OF EQUIPMENT

- 12.1 You must check the state and condition of the Plant and Equipment at reasonable intervals during the period of hire to ensure that it remains safe, serviceable and clean. We will not check the Plant and Equipment during the period of hire unless you bring it back to us and ask us to do so.
- 12.2 You must not use (or permit the use of) the Plant and Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear.
- 12.3 Other than arranging for the changing of plugs and sockets (if necessary) to be carried out by a qualified electrician you must not make any alterations or modifications to the Plant and Equipment.

13. FITTING OF ACCESSORIES

- 13.1 13.1 If the Plant and Equipment requires the fitting or re-fitting of any accessories (such as drills, wheels, discs, and blades etc), it is your responsibility to ensure that any such accessory is correctly fitted or re-fitted in accordance with any relevant operating and safety instructions that you are given.
- 13.2 13.2 If any injury or damage to persons or property or to the Plant and Equipment arises because you have incorrectly fitted or re-fitted any accessory, you will be responsible for that injury or damage (unless we have been negligent in any way). The only exception to this is where the injury/damage occurs as a result of a fault or defect in the Plant and Equipment, which you were not aware of.

14. ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF EQUIPMENT

- 14.1 You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, test, adjust, repair, or replace the Plant and Equipment as necessary while it is in your possession or to recover the Plant and Equipment if you fail to return the Plant and Equipment to us on termination of this Agreement.

15. FAULTS, DEFECTS OR BREAKDOWN OF PLANT AND EQUIPMENT

- 15.1 You must immediately notify us if the Plant and Equipment breaks down or suffers a fault or defect such that it is inoperable or unsafe to use.
- 15.2 The Plant and Equipment must be returned to us as soon as possible and in any event within the time agreed with us when you notify us of the problem. On return of the Plant and Equipment we will use our best endeavours to repair it or exchange it.
- 15.3 We will not charge you for the hire of the Plant and Equipment during the period that it is broken down. It is therefore important that you notify us as soon as the breakdown occurs.
- 15.4 In the case of wheeled Plant and Equipment, you will be responsible for repairing any punctures that occur and/or replacing any tyre damaged (fair wear and tear excepted) while the Plant and Equipment is in your possession. No refund of Hire Charges will be made by us in respect of stoppages caused by punctures or tyre damage occurring during the period of hire.
- 15.5 Except for the repair of punctures, you must not repair or attempt to repair the Plant and Equipment unless authorised to do so by us.
- 15.6 Where the Plant and Equipment has broken down or is faulty or defective and is not readily repairable, we will substitute it with plant and equipment of a similar type. If no suitable substitute is available immediately, we will suggest alternative dates when you can hire the substitute plant and equipment. If the suggested replacement or the suggested alternative dates are not satisfactory to you, you can

terminate the hire and claim for a refund for the period during which you could not make use of the Plant and Equipment.

16. NOTIFICATION OF ACCIDENTS

16.1 You must notify us immediately if there is any accident involving the Plant and Equipment which results in damage to the Plant and Equipment or to other property or injury to or the death of any person.

17. TERMINATION OF HIRE

17.1 You can bring this Agreement to an end at any time by returning the Plant and Equipment to us in accordance with clause 18 below and paying the Outstanding Balance.

17.2 If you breach any term of this Agreement, we may terminate this Agreement and require the immediate return of the Plant and Equipment to us. You undertake to return the Plant and Equipment to us upon termination of this Agreement. We will not ask you to return the Plant and Equipment before the end of the minimum or fixed period unless you are in default.

17.3 At the end of the minimum or fixed period agreed between the parties you must return the Plant and Equipment to us in accordance with clause 18 below. If you wish to extend the period of hire, you must contact us before the minimum or fixed period expires. We may agree an extension, up to a maximum of three months including the original minimum or fixed period of hire.

18. RETURN OF PLANT AND EQUIPMENT

18.1 You must return the Plant and Equipment to us in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur during the period of hire.

18.2 You must clean the Plant and Equipment before you return it to us. If you have not made a reasonable attempt to clean it, you will be responsible for our reasonable costs for cleaning and restoration of the Plant and Equipment to enable it to be hired to someone else in a fit and proper condition.

19. PAYMENT

19.1 The Plant and Equipment can be hired by the day, for the weekend, by the working week, by the week or by the month. If you do not return the Plant and Equipment to us by the times set out below then we will be entitled to charge you for an additional day's (or days') hire.

The latest times, by which the Plant and Equipment must be returned, unless we are collecting it, are as follows:

Plant and Equipment hired for a day	Must be returned within 24 hours
Plant and Equipment hired for a weekend	Must be returned by 8.30 am on Monday
Plant and Equipment hired for a working week (Monday – Friday)	Must be returned by 3.30pm on Friday
Plant and Equipment hired for a week	Must be returned by 3.30 pm on the seventh consecutive day (so if you hire it on Wednesday it must be returned by 3.30 pm Tuesday)
Plant and Equipment hired for a month	Must be returned by 3.30 pm on the last day of the calendar month (so if you hire it on the 15th of the month you must return it by 3.30 pm on 14th of the next month).

19.2 You must pay Hire Charges for each day that you hire the Plant and Equipment, including Saturdays, Sundays and Public Holidays. If you agreed to take the Plant and Equipment for a minimum or a fixed period, you must pay the Hire Charges applicable for the whole of the minimum or the fixed period.

19.3 Hire Charges are due at the beginning and/or at the end of the hire. We will let you know when you must pay the Hire Charges at the time you hire the Plant and Equipment.

19.4 You must pay the Hire Charges in full and on the due dates, and time is of the essence for payment.

19.5 If any payment due under this Agreement is not paid in full and on the due date, interest will be charged from the due date to the date of payment at the base rate of the Bank of England plus 8% per annum.

20. CONSUMABLE ITEMS

20.1 We will supply fuel, oils and greases to you if you ask us to do so. We will make a charge for any fuel, oils and greases, which we supply. You may buy your own fuel, oils and greases but you must use the grade and type we specify.

20.2 You are responsible for the cost of re-sharpening drills, cutting edges and other tools.

20.3 If we supply you with any consumable items or ear and eye protectors for use with the Plant and Equipment, these are sold to you and you must pay for them. At our discretion, we may refund the price of any such items that are returned to us in a suitable condition for taking back into stock.

21. OUR NAMEPLATES

21.1 You must not remove, deface or cover up any nameplate or identification mark or number on the Plant and Equipment, nor put any mark on the Plant and Equipment, which might indicate or suggest that the Plant and Equipment belongs to you.

22. DEPOSITS

22.1 We may ask you to pay a reasonable deposit based on the value of the Plant and Equipment you hire. We will keep the deposit until the Plant and Equipment is returned to us. The deposit will be returned to you if the Plant and Equipment is returned in the same condition as it was when hired to you (fair wear and tear excepted). However, when we repay the deposit we will be allowed to deduct from it any monies you may owe us.

23. GENERAL

23.1 If any provision of this Agreement is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.

23.2 Notices from you to us should be sent to us at our principal office address. Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any change to your address.

23.3 This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of this Agreement.

23.4 A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third) Parties Act 1999.

23.5 If any amount is payable to you by us under this Agreement, we may withhold from those monies an amount equal to the total monies you owe us under this Agreement.

23.6 If the Site is situated within the United Kingdom, then the court whose jurisdiction covers the Site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original Site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where our head office is located.

SUPPLEMENTARY CONDITIONS APPLICABLE TO THE HIRE OF PLANT TO BE READ IN CONJUNCTION WITH THE ABOVE HIRE CONTRACT TERMS AND CONDITIONS FOR CONSUMERS 2011 FOR PLANT AND EQUIPMENT SUPPLIED WITHOUT AN OPERATOR (“Supplementary Conditions”)

EXPLANATORY NOTE: These Supplementary Conditions are in addition to and take precedence over the CPA Hire Contract Terms and Conditions for Consumers 2011 for Plant and Equipment Supplied without an Operator set out above (hereinafter known as the Conditions).

THE HIRER SHOULD PAY SPECIFIC ATTENTION TO SUPPLEMENTARY CONDITIONS 4, 6, 7, 8 AND 9

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions, unless the context requires otherwise, and rules of interpretation in Supplementary Condition 1 shall apply to the Conditions and these Supplementary Conditions in addition to the definitions set out in Condition 1:

Account: an account provided by the Owner to the Hirer subject to such Hirer satisfying the relevant requirements of the Owner to do so;

Additional Terms: any terms varying or adding to the Conditions or these Supplementary Conditions that are included within the order acknowledgement or otherwise agreed by the Owner pursuant to Supplementary Condition 2.2;

Contract: a contract between the Owner and the Hirer for purchase of Goods and/or Services in accordance with and subject to the Conditions (including these Supplementary Conditions, a quotation, order, order acknowledgment and any Additional Terms); and

Owner: William G Search Limited, a company registered in England and Wales (CRN: 407145), whose registered office is at Market Works, Whitehall Road, Leeds LS12 6EP.

- 1.2 Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.
- 1.3 Reference to one gender includes all genders, reference to the singular includes the plural and, in each case, vice versa, and reference to a person includes companies, firms and corporations.
- 1.4 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall, except in relation to Supplementary Condition 1.1, be deemed to be followed by the words "without limitation", shall be construed as illustrative, and shall not limit the sense of the words, description, definition, phrase or term preceding such terms.
- 1.5 Headings do not affect the interpretation of the Supplementary Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to Supplementary Condition 2.2, the Conditions and Supplementary Conditions apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Hirer (whether endorsed on, delivered with, or contained in the Hirer's purchase order or other documents) shall form part of any Contract and any attempt by the Hirer to exclude, vary or limit any Supplementary Conditions shall be void.
- 2.2 Any variation to the Conditions or Supplementary Conditions shall have no effect and shall not form part of the Contract unless expressly agreed in writing by the Owner.
- 2.3 The Owner may provide the Hirer with an oral or written quotation. A quotation so provided is an invitation to treat by the Owner to hire the Plant, subject to the Conditions and Supplementary Conditions, to the Hirer. Unless otherwise agreed, a quotation is valid for 30 days from its date, provided that the Owner has not previously withdrawn it.
- 2.4 An acceptance of a quotation or the placing of an order by the Hirer shall be deemed to be an offer, subject to the Conditions and Supplementary Conditions, to hire the Plant stated therein from the Owner.
- 2.5 No quotation accepted or order placed by the Hirer shall be deemed to be accepted by the Owner until the Owner confirms acceptance orally or in writing or, if earlier, delivers the Plant.
- 2.6 No binding Contract will come into existence until an order acknowledgement is given by the Owner in accordance with Supplementary Condition 2.5 or, if earlier, by the Owner delivering the Plant.

3. DESCRIPTION

- 3.1 The quantity and description of the Plant is set out in the Owner's quotation and/or order acknowledgement and the Contract.
- 3.2 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by the Owner, or contained in the Owner's brochures or website, are approximations and for information purposes only, should not be relied on by the Hirer as precise or construed literally and shall not form part of the Contract.
- 3.3 The Owner reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

4. HIRER'S OBLIGATIONS AND WARRANTIES

- 4.1 The Hirer warrants that:
 - (a) it has the necessary authority to enter into the Contract;
 - (b) all the information provided to the Owner is true and accurate and acknowledges that the Owner is relying upon such information in relation to its performance of the Contract;
 - (c) the Plant will be kept during the hire period and returned to the Owner at the end of the hire period in a clean and good state of repair and condition;
 - (d) it will not leave and will not allow anyone else to leave any property in the Plant at the end of the hire period.
- 4.2 The Hirer agrees and warrants that if it breaches Supplementary Condition 4.1(d):
 - (a) any property left in the Plant belongs to the Hirer and has been abandoned by the Hirer;
 - (b) the Owner is permitted to dispose of any property left in the Plant; and
 - (c) the Hirer shall be liable to pay the Owner on demand any and all reasonable costs and expenses incurred by the Owner as a result of

the Hirer breaching Supplementary Condition 4.1(d) and the Owner shall be entitled to deduct such costs and expenses from any monies lawfully due to the Hirer from the Owner.

- 4.3 In addition to the Owners rights under Conditions 6 and 14, the Hirer will provide the Owner and/or his agents with unobstructed access to the Hirer's property and/or site where the Plant or Equipment is located, in order to recover the Owner's Plant without any obstruction.

5. PRICE

- 5.1 Unless otherwise agreed by the Owner in writing, the price for the hire of the Plant shall be the price stated in the quotation or order acknowledgement provided by the Owner to the Hirer in accordance with Supplementary Conditions 2.3 and 2.4, together with any VAT ("Price").

6. PAYMENT

- 6.1 Unless otherwise agreed in writing, for Hirers' with an Account that has not reached its credit limit each invoice submitted by the Owner shall be paid within 30 days of the end of the month following the month of invoice. For Hirers' without an Account, or with an Account that has reached its credit limit, the Price shall be paid for at the time of the order or on receipt of the Owner's invoice as directed by the Owner. Time for payment shall be of the essence.
- 6.2 The Owner reserves the right to exercise its absolute discretion to cancel or suspend the Account by notice.
- 6.3 If the Owner exercises its right to cancel or suspend the Account, in accordance with Supplementary Condition 6.2, all sums owed to the Owner by the Hirer at the date of cancellation or suspension shall be payable on demand and the Owner may continue trading with the Hirer on the basis set out in Supplementary Condition 6.1 for Hirers' without an Account.
- 6.4 No payment shall be deemed to have been received until the Owner has received cash or cleared funds and all sums payable to the Owner under a Contract shall become due immediately on its termination, howsoever arising.
- 6.5 The Hirer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Hirer has a valid court order requiring an amount equal to such deduction to be paid by the Owner to the Hirer.
- 6.6 Without prejudice to any of its other remedies, if any amount due from the Hirer is not paid in accordance with the Supplementary Conditions the Owner may do all or any of the following:
 - (a) treat any or all Contracts as repudiated by the Hirer;
 - (b) without notice suspend or cancel delivery of Plant under any other Contract until the Hirer pays the outstanding amount(s) in full;
 - (c) appropriate any payment made by the Hirer under any other Contract with the Owner to pay for any outstanding amounts as the Owner may, in its sole discretion, think fit;
 - (d) charge interest at the annual rate of 8% above the base rate of HSBC Bank Plc;
- 6.7 On termination of the Contract, howsoever caused, the rights of the Owner in this Supplementary Condition 6 shall remain in effect.

7. CANCELLATION RIGHTS

- 7.1 The Hirer may amend or cancel any order for Plant at any time beginning at the moment an order acknowledgement is sent in accordance with Supplementary Condition 2.5 and ending 14 days thereafter ("**Cancellation Period**"). If the Hirer cancels the Contract within the Cancellation Period he will receive a full refund within 14 days of cancellation and unless otherwise agreed, by the same method of payment used (cash or credit on Account).
- 7.2 Unless the order for Plant are requested for emergency purposes, or in addition to urgent repairs or maintenance requested, the Owner will not provide the Plant under the Contract until after the Cancellation Period. The Hirer may request for Plant to be delivered earlier by using the attached form attached to these Supplementary Conditions or downloaded from the Owner's website at: <http://www.wgsearch.co.uk/conditions.php>
- 7.3 It is acknowledged by the Hirer that in the event of cancellation within the Cancellation Period following a request under Supplementary Condition 7.2, the Hirer will be liable to pay the Owner, all costs reasonably incurred on an apportioned basis at the contractual rate, in fulfilling the order up to the date of the Hirer's notice of amendment or cancellation.
- 7.4 To amend or cancel any order, the Hirer must inform the Owner of such amendment or cancellation by:

Writing to:
William G Search Ltd, Whitehall Road, Leeds, LS12 6EP
Email: conditions@wgsearch.co.uk
Telephone: 0113-263-9081

- 7.5 The Hirer may but is not obliged to use the Model Cancellation Form, which can be found attached to these Supplementary Conditions or downloaded from the Owner's website at <http://www.wgsearch.co.uk/conditions.php>
- 7.6 The Hirer's liability to the Owner for amending or cancelling an order in accordance with Supplementary Conditions 7.1 and/or 7.2 shall be limited to paying the Owner all costs reasonably incurred in fulfilling the order up to the date of receipt of the Hirer's notice of amendment or cancellation. However, where the amendment or cancellation is due to Owner's failure to comply with the Conditions or the Supplementary Conditions the Hirer shall have no liability to the Owner for such.
- 7.7 Any amounts payable by the Hirer under Supplementary Condition 7.6 shall be invoiced by the Owner within 14 days of the cancellation date and shall be payable by the Hirer in accordance with Supplementary Condition 6.
- 7.8 Nothing in the Conditions or these Supplementary Conditions affect the Hirer's legal rights under the Consumer Rights Act in respect of faulty Plant or Equipment.
- 8. LIMITATION OF LIABILITY**
- 8.1 The Hirer should ensure that the Plant or Equipment meets its requirements and are suitable for its purposes and should notify the Owner as soon as possible if this is not the case.
- 8.2 Subject to Conditions 4, 5, 15 and Supplementary Conditions 4 and 9, this Supplementary Condition 8, sets out the entire financial liability of Owner (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Hirer in respect of any breach of the Contract, any use made by the Hirer of any of the Goods, or any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.
- 8.3 Subject to Supplementary Conditions 8.4 and 8.5 and the Owner agreeing otherwise in writing:
- (a) Owner shall not be liable to the Hirer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether indirect or consequential) or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and
- (b) Owner's total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the greater of £50,000 or 300% of the Contract Price.
- 8.4 Supplementary Conditions 8.2 and 8.3 do not prevent the Hirer from claiming foreseeable loss of or damage to the Hirer's physical property and nothing in these Conditions limit in any way Owner's liability for:
- (a) death or personal injury caused by Owner's negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal or unlawful for Owner to exclude or attempt to exclude liability.
- 8.5 Nothing in the Conditions or these Supplementary Conditions affects the Hirer's legal rights. Advice about the Hirer's legal rights is available from the Hirer's local Citizen's Advice Bureau or trading standards office.
- 9. EVENTS BEYOND CONTROL**
- 9.1 The Owner reserves the right to defer the date of delivery of the Plant or cancel the Contract (without liability to the Hirer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to the Owner's own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 10 days, the Hirer shall be entitled to give notice in writing to the Owner to terminate the Contract.
- 10. GENERAL**
- 10.1 If there are any differences between the information within the quotation and the order acknowledgement in respect of any Contract the latter shall prevail.
- 10.2 Each right or remedy of the Owner under the Contract is without prejudice to any other right or remedy of the Owner whether under the Contract or not.
- 10.3 All intellectual property rights, including, without limitation, copyright and trademarks, and all other rights in any documents or materials provided by the Owner to the Hirer under the Contract shall belong to the Owner.
- 10.4 Except as permitted by law, the Hirer shall not disclose any confidential information or commercial know-how provided by or relating to the Owner.
- 10.5 If any Condition or Supplementary Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions and Supplementary Conditions, and the remainder of such Condition or Supplementary Condition, shall continue in full force and effect. In the event that such court decides that such Condition or Supplementary Condition is not severable, the parties agree to substitute such Condition or Supplementary Condition with a legal, valid, enforceable and reasonable Condition or Supplementary Condition which achieves, to the greatest extent possible, the same commercial effect as the original Condition or Supplementary Condition.
- 10.6 Failure or delay by the Owner to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Owner of any breach of, or any default under, any provision of the Contract by the Hirer shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 10.7 All notices sent by the Hirer to the Owner must be sent to the Owner at its registered address (as detailed in Supplementary Condition 1) or by email (conditions@wgsearch.co.uk) or facsimile or as otherwise agreed by the Owner. The Owner may send notices to the Hirer at the email or postal address, or by facsimile to the number, provided by the Hirer to the Owner.
- 10.8 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.

MODEL CANCELLATION FORM

To William G Search Ltd, Whitehall Road, Leeds, LS12 6EP

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the hire of the following Plant and/or Equipment[*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

BY GIVING CONSENT BELOW THE HIRER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THEIR CANCELLATION RIGHTS UNDER SUPPLEMENTARY CONDITION 7

REQUEST FOR PLANT AND/OR EQUIPMENT TO COMMENCE IN THE CANCELLATION PERIOD

As you have the right to cancel the contract within 14 days of the Contract coming into force, we are unable to commence any services (deliver Plant and/or Equipment) until the expiration of the Cancellation Period.

By signing below you will have given us consent to begin the services (delivery of Plant and/or Equipment) during the Cancellation Period and this consent will affect your cancellation rights. Specifically by consenting you are acknowledging that, in the event you cancel the Contract within 14 days:

- (i) You will be liable to pay a reasonable amount to cover the cost of the Plant and/or Equipment on hire up to the date of cancellation.

I consent to Search providing the Plant and/or Equipment within the 14 day Cancellation Period and confirm that I am aware of the aforementioned implications if I decide to cancel the contract within this Cancellation Period.

Signature:.....

Print Name:.....

Date:.....

SHOULD YOU WISH TO DISCUSS YOUR CANCELLATION RIGHTS BEFORE COMPLETING THIS FORM YOU SHOULD CONTACT US ON 0113-263-9081