



TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

The Hirer's attention is drawn in particular to the provisions of clause 12.

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these conditions.

"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
"Collection"	means the transfer of physical possession of the Equipment to the Owner at the Site at the end of the Hire Period;
"Contract"	means the contract between the Owner and the Hirer including the Order Acknowledgment, the Order and any quotation for the hire of the Equipment in accordance with these conditions;
"Commencement Date"	means the delivery date as set out in the Order Acknowledgment;
"Delivery"	means the transfer of physical possession of the Equipment to the Hirer at the Site including the offloading of the Equipment from the delivery vehicle to the Site;
"Equipment"	means the storage tanks (including any part(s) thereof, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it) supplied to the Hirer by the Owner in accordance with, and as set out in, the Order Acknowledgment;
"Hire Charges"	has the meaning given to it in clause 6;
"Hire Period"	means the period of hire as set out in the Order Acknowledgment and any additional period of hire as agreed in writing by the Owner;
"Hirer"	means the person, firm, or company who hires the Equipment from the Owner and whose details are set out in the Order Acknowledgment;
"Initial Payment"	means the sum stated in the Order Acknowledgement in respect of the minimum Hire Period together with the cost for Delivery and Collection as contained in the Order Acknowledgment;
"Order"	means the request made by the Hirer for rental of the Equipment with details of the Hire Period required by the Hirer;
"Order Acknowledgement"	means the acceptance of the Order by the Owner which incorporates these conditions and any special terms agreed in writing and signed by an authorised representative of each party;
"Owner"	means Treloar Ltd a limited liability partnership registered in England and Wales with registration number 13014035 whose registered office is at 51 Central Way, Walworth Business Park, Andover SP10 5AN.;
"Site"	means the location set out in the Order Acknowledgment or such other location agreed in writing between the parties;
"Total Loss"	means due to the Hirer's default or for any other reason the Equipment is, in the Owner's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

1.2 Construction

1.2.1 In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2 Basis of contract

- 2.1 These conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Hirer to hire the Equipment in accordance with these conditions. The Hirer is responsible for ensuring that the terms of the Order submitted by the Hirer are complete and accurate.
- 2.3 Any Order for hire of the Equipment sent to the Owner by the Hirer shall be accepted entirely at the discretion of the Owner, and if so accepted will only be accepted upon the terms and conditions of these conditions and by means of the Owner's Order Acknowledgment, at which point the Contract shall come into existence.

3 Equipment hire

- 3.1 The Equipment is described in the Order Acknowledgment.
- 3.2 The Owner reserves the right to amend the specification of the Equipment if required by any applicable statutory or regulatory requirements.
- 3.3 The Owner shall not, other than in the exercise of its rights under these conditions or applicable law, interfere with the Hirer's quiet possession of the Equipment.

4 Availability of Equipment

- 4.1 All Equipment offered by the Owner is subject to availability at the time of the Order Acknowledgment.
- 4.2 The Owner reserves the right prior to Delivery of the Equipment to substitute an alternative item of Equipment provided that such substitution will not materially affect the performance as a whole and will not result in any increase in the Hire Charges.

5 Hire period

- 5.1 The Hire Period starts on the Commencement Date and unless the Hire Period is terminated earlier in accordance with these terms, the Hire Period shall continue until expiry of the period stated in the Order Acknowledgment or any further period agreed in writing by the parties.
- 5.2 The minimum Hire Period is as stated in the Order Acknowledgment.

6 Hire charges

- 6.1 The charges for the hire of the Equipment shall be the hire rates and any additional charges as set out in the Order Acknowledgment and agreed between the parties. All hire rates quoted are based on a weekly

charge and shall be exclusive of VAT, Delivery and Collection charges which shall be payable in addition to the Hire Charges.

- 6.2 The Hirer shall, on the date of the Order Acknowledgement, make the Initial Payment to the Hirer.
- 6.3 On the last day of the month of the Hire commencement date and for every month following this until the end of the Hire Period, the Owner shall submit to the Hirer an invoice which gives details of the Hire Charges payable for the rental of the Equipment during that month. The Hire Charges shall be paid within 30 days of the date of the invoice.
- 6.4 All payments to be made by the Hirer under these conditions shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.
- 6.5 If the Hirer fails to pay any Hire Charges or any other sums payable under these conditions by the due date for payment under these conditions then, without limiting the Owner's rights under clause 13.1, the Hirer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment. The interest shall be paid at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc.

7 Delivery and Collection

- 7.1 The parties shall agree whether Delivery of the Equipment shall be affected by either the Owner delivering the Equipment to the Hirer's Site or by the Hirer collecting the Equipment from the Owner's premises (or such other location notified by the Owner to the Hirer). The terms of Delivery shall be set out in the Order Acknowledgment.
- 7.2 Where the parties have agreed that the Equipment shall be delivered to the Hirer by the Owner, delivery shall take place at the Hirer's Site, at any time after the Owner notifies the Hirer that the Equipment is ready.
- 7.3 Where the parties have agreed that the Hirer shall collect the Equipment from the Owner's premises (or such other location notified by the Owner to the Hirer) delivery shall take place at that location. In these circumstances, the Hirer shall take delivery of the Equipment when the Owner notifies the Hirer that the Equipment is ready for delivery.
- 7.4 The parties shall agree whether Collection of the Equipment shall be affected by either the Owner collecting the Equipment from the Hirer's Site or by the Hirer delivering the Equipment to the Owner's premises (or such other location notified by the Owner to the Hirer). The terms of Collection shall be set out in the Order Acknowledgment.
- 7.5 Where the Owner Delivers and/or Collects the Equipment, the Hirer shall be responsible for providing suitable facilities and adequate labour (at its own cost) to load or unload the Equipment.
- 7.6 Delivery and Collection of the Equipment by either the Hirer or the Owner (or a subcontractor of the Owner) shall be made subject to the Hirer procuring:
 - 7.6.1 that the provisions of Road Vehicles (Authorisation of Special Types) (General) Order 2003, and Regulation 81/82 of The Road Vehicles (Construction and Use) Regulations 1986 and any other applicable Road Traffic Acts are complied with;
 - 7.6.2 that the Health and Safety at Work Acts are complied with;
 - 7.6.3 that consent is obtained from the local Highways Authority and/or Police to the Delivery and Collection of the Equipment;
 - 7.6.4 (where delivery is by the Owner) that consent is obtained from any third parties to access the Site;
 - 7.6.5 any other work permits, certificates, documentation and consents as deemed necessary by the Owner;

- 7.6.6 (where delivery is by the Owner) that there is suitable access to the Site for the Owner to enable Delivery and Collection of the Equipment;
- 7.6.7 (where delivery is by the Owner) that there is sufficient operating space for Delivery and Collection of the Equipment at the Site for the delivery vehicles to position the Equipment immediately beside the delivery vehicle; and
- 7.6.8 that the ground condition at the Site is in accordance with the Owners requirements.
- 7.7 The Hirer undertakes that it will on the date of the Order inform the Owner of any obstructions to the Equipment being Delivered or Collected and keep the Owner informed of any changes.
- 7.8 Where the Hirer takes Delivery of the Equipment, the Hirer warrants to the Owner in relation to the installation of the Equipment that it shall at all times lift the whole item of Equipment using lifting lugs or sling positions indicated and comply with clauses 10.1.1 to 10.1.4.
- 7.9 If Delivery is unable to take place due to the Hirer's failure to satisfy the conditions in clause 7.6 to 7.8, the Hirer shall be required to arrange a new date for delivery and pay all costs or expenses incurred by the Owner (including any demurrage, storage, insurance, repair, transport, crane, legal and remarketing costs) or alternatively the Contract shall terminate and the Hirer shall pay to the Owner on demand all Hire Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 6.5 together with any costs and expenses incurred by the Owner (including any storage, insurance, repair, transport, legal and remarketing costs).
- 7.10 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Owner shall not be liable for any delay in delivery of the Equipment that is caused by an event falling with clause 14 or the Hirer's failure to provide the Owner with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 7.11 If the Owner fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Hirer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Equipment. The Owner shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by an event as described in clause 14 or the Hirer's failure to satisfy the conditions in clause 7.6 to 7.8,.
- 7.12 If the Hirer fails to accept or take delivery of the Equipment within three Business Days of the Owner notifying the Hirer that the Equipment is ready, then:
 - 7.12.1 delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Owner notified the Hirer that the Equipment was ready; and
 - 7.12.2 the Owner shall store the Goods until delivery takes place, and charge the Hirer for all related costs and expenses (including insurance).
- 7.13 If 10 Business Days after the day on which the Owner notified the Hirer that the Equipment was ready for delivery the Hirer has not taken or accepted delivery of it, the Owner may resell or otherwise dispose of part or all of the Equipment.
- 7.14 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery and Collection of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
- 7.15 At the end of the Hire Period the Hirer procures to leave the Equipment empty, clean and decontaminated internally and externally in readiness for Collection. Should the Hirer fail to comply with this obligation the Owner will be entitled to charge the Hirer for the cost of emptying, cleaning and decontaminating the Equipment.

8 Title, risk and insurance

- 8.1 The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of these conditions).
- 8.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Hirer ("**Risk Period**") until such time as the Equipment is collected by the Owner. During the Hire Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- 8.2.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Owner may from time to time nominate in writing;
- 8.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- 8.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 8.3 All insurance policies procured by the Hirer shall be endorsed to provide the Owner with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 8.4 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Hirer's possession or use of the Equipment.
- 8.5 If the Hirer fails to effect or maintain any of the insurances required under these conditions, the Owner shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.
- 8.6 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

9 Notifications to the Owner

- 9.1 Any damage, breakages, leaks or problems with the Equipment must be notified to the Owner immediately by telephone and in writing.
- 9.2 The Owner will not be responsible for any repair or modification work, engineer visits or spares from contractors arranged by the Hirer, unless prior written consent to the work has been obtained from the Owner.

10 Hirer's responsibilities

- 10.1 The Hirer shall during the term of these conditions:
- 10.1.1 carry out all installation of the Equipment and provide all pipelines and fittings;
- 10.1.2 ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed and as specified in any quotation or the Order Acknowledgment, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Owner;

- 10.1.3 ensure that all Equipment is properly positioned and mounted evenly on a firm level foundation and securely using cradle stands if provided, ensuring that the Equipment's weight whether empty or loaded is distributed evenly between all cradles and long the full length of the cradle base to prevent material stress, fatigue, distortion, damage or denting;
- 10.1.4 ensure that all inlets, outlets, connections, openings and fixings to the Equipment are closed, capped, sealed, tightened and secured;
- 10.1.5 take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and secure, and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 10.1.6 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (subject to clause 11.2 fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- 10.1.7 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Owner;
- 10.1.8 keep the Owner fully informed of all material matters relating to the Equipment;
- 10.1.9 keep the Equipment at all times at the Site and shall not move, attempt to move, shunt, lift or roll any part of the Equipment to another part of the Site without lifting the whole item using lifting lugs or sling positions indicated. Connection spigots, pipes, other fixing brackets or manway lid openings cannot be used for this purpose;
- 10.1.10 keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Owner's prior written consent;
- 10.1.11 permit the Owner, its duly authorised representative, or its subcontractor to inspect the Equipment and the Site at all reasonable times and for such purpose to enter upon the Site or any other premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 10.1.12 not, without the prior written consent of the Owner, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 10.1.13 not without the prior written consent of the Owner, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Owner against all losses, costs or expenses incurred as a result of such affixation or removal;
- 10.1.14 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Owner may enter such land or building and recover the Equipment both during the term of these conditions and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Owner of any rights such person may have or acquire in the Equipment and a right for the Owner to enter onto such land or building to remove the Equipment;
- 10.1.15 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and

shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

- 10.1.16 not use the Equipment for any unlawful purpose;
 - 10.1.17 ensure that at all times the Equipment remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
 - 10.1.18 deliver up the Equipment at the end of the Hire Period or on earlier termination of these conditions, in compliance with the obligations in clause 7 and at such address as the Owner requires, or if necessary allow the Owner or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
 - 10.1.19 not do or permit to be done anything which could invalidate the insurances referred to in clause 8.
- 10.2 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage (including dents, scrapes, punctures, damage of a corrosive nature and unauthorised modifications of any kind requiring rectification by the Owner) to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of these conditions.

11 Warranty

- 11.1 Subject to clause 11.2, the Owner warrants, where it is the manufacturer of the Equipment that the Equipment shall substantially conform to its specification (as made available by the Owner), be of satisfactory quality and fit for any purpose held out in writing by the Owner.
- 11.2 The Owner shall not be liable for the Equipment's failure to comply with its specification in the event that the defect arises as a result of fair wear and tear, to include but not limited to corrosion.
- 11.3 In the event that corrosion as referred to at clause 11.2 occurs, the Owner shall not be under any obligation to replace the Equipment, but may, at its discretion agree to repair or replace the Equipment within a reasonable time subject to clause 11.4 below.
- 11.4 Where the Owner agrees to repair or replace the Equipment in accordance with clause 11.3 above, the Hirer will be liable for all costs and expenses to include but not limited to any loss or expense incurred by:
 - 11.4.1 the Owner in the actual repair or replacement of the Equipment; or
 - 11.4.2 the Hirer as a result of not being able to use the Equipment.
- 11.5 The Owner shall use all reasonable endeavours to remedy or replace, free of charge, any material defect in the Equipment which manifests itself within 14 days from Delivery, provided that:
 - 11.5.1 the Hirer notifies the Owner of any defect in writing within 5 days of the defect occurring;
 - 11.5.2 the Owner is permitted to make a full examination of the alleged defect;
 - 11.5.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner's authorised personnel;
 - 11.5.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and
 - 11.5.5 the defect is directly attributable to defective material, workmanship or design.

- 11.6 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Owner, the Hirer shall be entitled only to such warranty or other benefit as the Owner has received from the manufacturer.
- 11.7 If the Owner fails to remedy any material defect in the Equipment in accordance with clause 11.1, the Owner shall, at the Hirer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the Hire Period.

12 Liability

- 12.1 Without prejudice to clause 12.2, the Owner's maximum aggregate liability for breach of these conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation or howsoever otherwise arising, shall in no circumstances exceed the value of the Initial Payment.
- 12.2 Nothing in these conditions shall exclude or in any way limit:
- 12.2.1 either party's liability for death or personal injury caused by its own negligence;
 - 12.2.2 either party's liability for fraud or fraudulent misrepresentation; or
 - 12.2.3 any other liability which cannot be excluded by law.
- 12.3 These conditions set forth the full extent of the Owner's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in these conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these conditions, whether by statute, common law or otherwise, is expressly excluded.
- 12.4 Without prejudice to clause 12.2, the Owner shall not be liable under these conditions for any:
- 12.4.1 contamination of fuels, products or liquids stored in the Equipment by the Hirer;
 - 12.4.2 contamination caused by overfilling of the Equipment, occurring during the Hire Period;
 - 12.4.3 loss of profit;
 - 12.4.4 loss of revenue
 - 12.4.5 loss of business; or
 - 12.4.6 indirect or consequential loss or damage
- in each case, however caused, even if foreseeable.
- 12.5 All samples, drawings, descriptive manner, specifications and advertising issued by the Owner and any descriptions and illustrations contained in its catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them and are not binding on the Owner.

13 Termination

- 13.1 The Owner may, without prejudice to any other right or remedy which may be available to it, terminate the Contract together with the rental of the Equipment immediately by written notice to the Hirer if:
- 13.1.1 the Hirer defaults in any of its payment obligations; and
 - 13.1.2 the Hirer commits a material breach of these conditions which breach is irremediable, or which breach (if remediable) is not remedied within 10 Business Days after the service of written notice from the Owner requiring it to do so.

- 13.2 If the Hirer becomes subject to any of the events listed in clause 13.3, or the Owner reasonably believes that the Hirer is about to become subject to any of them and notifies the Hirer accordingly, then, without limiting any other right or remedy available to the Owner, the Hirer may cancel or suspend all further deliveries under the Contract or under any other contract between the Owner and the Hirer or terminate the Contract and therefore the rental of the Equipment without incurring any liability to the Hirer and all outstanding sums in respect of Equipment delivered to the Hirer shall become immediately due.
- 13.3 For the purposes of clause 13.2, the relevant events are:
- 13.3.1 the Hirer ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction; or
- 13.3.2 there is a change of control of the Hirer (as defined in section 574 of the Capital Allowances Act 2001)
- 13.4 The hire of the Equipment shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 13.5 Upon termination of the hire of the Equipment, however caused:
- 13.5.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- 13.5.2 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
- (a) all rental fees and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 6.5;
- (b) any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under these conditions (including any storage, demurrage, insurance, repair, transport, crane, legal and remarketing costs).
- 13.6 Upon termination of the hire of the Equipment pursuant to clause 13.1, any other repudiation of these conditions by the Hirer which is accepted by the Owner or pursuant to clause 13.4, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Hire Charges that would (but for the termination) have been payable if the hire had continued from the date of such demand to the end of the Hire Period, less a discount for accelerated payment at the percentage rate set out in the Payment Schedule.
- 13.7 The sums payable pursuant to clause 13.6 shall be agreed compensation for the Owner's loss and shall be payable in addition to the sums payable pursuant to clause 13.5.2.
- 13.8 Termination of the hire of the Equipment shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

14 Force majeure

- 14.1 The obligations of the Owner shall be suspended during the period and to the extent that the Owner is prevented, hindered or delayed from complying with them by Force Majeure (as defined below). "Force Majeure" means any event beyond the reasonable control of a party including (insofar as they are beyond a party's reasonable control) but not limited to acts of God, storms, floods, riots, sabotage, civil commotion or civil unrest, terrorism, interference by civil or military authorities, acts of war or other

national or international calamity, compliance with any law or governmental order, rule, regulation or direction.

15 Confidential information

- 15.1 Neither party shall, during and after termination of the Hire Period, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.
- 15.2 Each party shall on demand and on termination of the Hire Period surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

16 Assignment and subcontracting

- 16.1 The Hirer may not without the prior written consent of the Owner, assign, transfer, delegate, mortgage, charge or deal in any other manner with these conditions or any of its rights and obligations under or arising out of these conditions (or any document referred to in it), or purport to do any of the same.
- 16.2 Each party that has rights under these conditions is acting on its own behalf and not for the benefit of another person.

17 Entire agreement and variation

- 17.1 These conditions and any document referred to in it, constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into these conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these conditions. Each party agrees that its only liability in respect of those representations and warranties that are set out in these conditions (whether made innocently or negligently) shall be for breach of contract.
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 17.4 No variation of these conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18 Contracts (rights of third parties) act 1999

- 18.1 A person who is not a party to these conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these conditions is not subject to the consent of any person that is not a party to these conditions.

19 Notices

- 19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20 No waiver

No failure or delay by a party to exercise any right or remedy provided under these conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21 Severance

21.1 If any court or competent authority finds that any provision of these conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these conditions shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of these conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22 Governing law and jurisdiction

22.1 These conditions and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions or its subject matter.