CONUNTIONS FOR HIRE AND SALE OF PRODUCTS

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“Supplier” means Site Shawers Ltd and will include its employees, agents and/or duly authorised representatives.

“Hire Goods” means the goods, services and/or materials provided or supplied to the Customer and notified by the Supplier to the Customer.

“Customer” means the person, firm, company or other organisation hiring the Hire Goods.

“Rental” means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier.

“Hire” means the contract between the Customer and the Supplier for the hire of the Hire Goods.

“Products” means the products sold to the Customer by the Supplier.

“Supplier” means Site Shawers Ltd and will include its employees, servants, agents and/or duly authorised representatives.

“Title” means services, works and or materials to be performed by the Supplier for the Customer in conjunction with the hire or Hire Goods or including any delivery and/or collection service for the Hire Goods.

2 BASIS OF CONTRACT

2.1 The Customer agrees to be bound by these terms and conditions which shall govern the terms and conditions of the Supplier providing Services the persons performing the Services who are hired to the Customer. The Customer shall be solely responsible for making all payments due to the Supplier and be paid to the Supplier on demand. The Customer must be responsible for all expenses, loss (including legal costs on a full indemnity basis), actions and other losses which may be caused as a result of any failure, default, error, misdirection and/or misuse of the Hire Goods.

3.1 The Customer shall pay all sums due to the Supplier under this contract including any late fees and charges from time to time in respect of the Hire Goods.

4.1 The Customer shall be responsible for all expenses, loss (including loss of Rent and) and/or damage suffered by the Supplier arising from the Customer’s failure to keep the Hire Goods in an accident resulting in damage to the Hire Goods, other property and/or injury to any person.

5.1 The Supplier shall have no Liability to the Customer for any loss or damage or economic and/or other similar losses, special damages and indirect or consequential losses (including loss of profits and/or damage to goodwill) arising out of or in connection with these conditions (everyday grame excepted) together with all insurance policies, licenses, registration and other documents relating to the Hire Goods.

6.1 The Supplier may also require an additional cost to the Rental. Alternatively the Supplier may require an additional cost to the Hire Goods which is which is hired to the Customer. The Customer must be responsible for all expenses, loss (including legal costs on a full indemnity basis), actions and other losses which may be caused as a result of any failure, default, error, misdirection and/or misuse of the Hire Goods.

7.1 The Customer must inform the Supplier immediately of the development of an inherent fault and/or fair wear and tear on the Hire Goods.

8.1 The Customer must also pay to the Supplier all sums due to the Supplier under this contract including any late fees and charges from time to time in respect of the Hire Goods.

9.1 The Customer agrees to indemnify and keep indemnified the Supplier in respect of any liability for breach of contract, any tortious act and/or any negligence of the Supplier, its employees and agents.

10.4.1 If the Customer:–

10.4.2 If the Supplier is found to be liable in respect of any loss or damage to the Customer’s property the extent of the Supplier’s Liability will be limited to the amount of the excess payable under the contract.

11 LIMITATIONS OF LIABILITY

11.4 Any defective Hire Goods must be returned to the Supplier for inspection if requested by the Customer. If not returned, the Customer agrees to pay to the Supplier for any Hire Goods which are not returned.

11.6 The Customer shall ensure that the site where the Services are to be provide is cleared of any obstacles which may be a source of injury.

11.7 The Customer shall have no Liability to the Customer to the extent that the Customer is entitled to and benefit from the result of the Contract and the Customer shall ensure that the Customer is aware of any and all rights of subrogation which may have against the Supplier.

11.8 The Customer shall have no Liability to the Customer for any consequential losses, including loss of profits and/or damage to goodwill.

11.9 The Customer’s severance of liability for breach of contract; liability for negligence and/or breach of statutory duty and any representation or warranty made by or on behalf of the Supplier shall apply as a separate provision for each of the said type of liability.

12.3 The Customer will ensure that the site where the Services are to be provide is cleared of any obstacles which may be a source of injury.

12.5 No waiver by the Supplier of any breach of this Contract shall be deemed to be an express or implied waiver of any subsequent breach.

12.6 All third party rights are excluded and no third parties shall have any rights to enforce any of the terms of this Contract.

The Customer and the Supplier agree to interpret these conditions in accordance with English law and the parties agree to submit any claim or dispute arising hereunder to the jurisdiction of the English courts.