

TERMS & CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 "The Owner" is Jaloos Ltd.
- 1.2 "The Hirer" is the named party as listed on the Hire Contract.
- 1.3 "The Equipment" as listed & hired to The Hirer by The Owner.
- 1.4 A week is defined by seven consecutive working days from point of hire.

2.0 RENTAL & PAYMENT TERMS

- 2.1 The rental period shall be from the date of delivery stated in the Hire Contract & until notification of off-hire from The Hirer.
- 2.2 Hire charges for the rental period will be calculated as per the weekly hire rate & charged on a daily basis.
- 2.3 Rental will be charged from the date of delivery & until 24 hrs from notification of off-hire from The Hirer.
- 2.4 Where a credit facility has not been established, The Hirer reserves the right to charge one months hire charge in advance.
- 2.5 The Hirer will be invoiced for payment on a monthly basis for all hire charges for the period of the previous one month.
- 2.6 All invoices shall be paid in full upon receipt of invoice.
Failure to pay outstanding charges within 2 weeks from invoice date (6 weeks in arrears) may result in the suspension of unit servicing or removal of unit, recovery charges may apply.

3.0 LICENCES, CONSENTS OR PERMISSSIONS

- 3.1 The Hirer shall obtain all relevant licences, consents or permissions required for the use of The Equipment during the period of hire.

4.0 DELIVERY & ACCESS

- 4.1 The Equipment shall be deemed to be in good working order & condition & to The Hirer's satisfaction unless notification is received by The Owner within 24 hrs of delivery.
- 4.2 No warranty is given that The Equipment is suitable for the purpose required by The Hirer.
- 4.3 It is the responsibility of The Hirer to provide:
 - a) A safe & suitable access & egress for delivery & collection.
 - b) Suitable site conditions to accommodate The Equipment throughout the hire period.
 - c) Should there be a requirement for The Equipment to be lifted or mechanically handled to enable delivery or collection it shall be the responsibility of The Hirer to do so.
 - d) For the purposes of servicing The Equipment, The Hirer shall ensure safe & suitable access & egress for the service vehicle & ensure that the vehicle can be located within 10 metres.
In the event that the The Owner is unable to access the unit for the purpose of servicing, the service visit cost remains chargeable.
- 4.4 The Hirer shall pay any additional cost or expense incurred by The Owner by reason of The Hirer's breach of clause 4.2

5.0 RESPONSIBILITY FOR THE EQUIPMENT ON SITE

- 5.1 The Hirer shall be responsible for maintaining The Equipment in the same good condition in which it was delivered & for any damage occurring during the rental period howsoever arising.
- 5.2 It is the responsibility of The Hirer to provide adequate insurance to cover The Equipment in the event of loss or damage & all risks throughout the rental period.
- 5.3 Any loss or damage to The Equipment during the period of hire shall be fully reimbursed to The Owner, the weekly hire cost will remain chargeable until full reimbursement has been received by The Owner.
- 5.4 No alterations or modifications shall be made to The Equipment without the prior written consent of The Owner & no part of The Equipment shall be removed.

- 5.5 Nothing shall be fixed to or written on The Equipment without written permission from The Owner. Any costs incurred for the removal of such shall be paid by The Hirer.
- 5.6 If any failure/damage to The Equipment is caused by mis-use, neglect or vandalism The Hirer shall pay for:
 - a) The cost of repair or replacement.
 - b) In times of severe weather The Hirer shall take all precautions to avoid damage to The Equipment.
- 5.7 Should The Hirer contaminate The Equipment with residue such as paint or concrete that requires specific & intense cleaning methods to remove, The Owner may charge The Hirer an Excessive Cleaning Charge to cover the cost of such work.
(This cost will be based on labour and cleaning material cost).

6.0 TERMINATION

- 6.1 The Owner shall (without prejudice to any other rights) be entitled to terminate the Hire Contract forthwith & to repossess The Equipment if The Hirer shall fail to comply with any of these Terms & Conditions.
- 6.2 It is the responsibility of The Hirer to make The Equipment available at the termination of hire, failure to do so will result in The Equipment remaining on hire and chargeable until collection can be arranged & facilitated.
- 6.3 The Equipment shall remain on hire & chargeable until The Hirer notifies The Owner giving 24 hrs notice of off-hire. The Owner shall issue The Hirer with an off-hire number for reference.
- 6.4 Should The Equipment be damaged beyond economical repair, lost or stolen or The Hirer is otherwise prevented from returning The Equipment to The Owner during the hire period, then The Hirer shall pay to The Owner the current value of The Equipment & shall continue to pay the rental charges until this has been paid to The Owner.
- 6.5 The Owner shall be entitled to terminate the Hire Contract forthwith & to repossess The Equipment if a bankruptcy or winding-up petition is presented against The Hirer in accordance with the provisions of the Insolvency Act 1986 or a receiver is appointed.

7.0 GENERAL

- 7.1 No waiver by The Owner of any breach of the Hire Contract by The Hirer shall be considered as a waiver of any subsequent nor shall it affect any right or remedy that The Owner.
- 7.2 The Owner shall not be liable for any representations which are not given in writing.
- 7.3 The Hirer shall indemnify The Owner against all & any loss or damage:
 - a) Incurred by reason of any breach of the Hire Contract by The Hirer.
 - b) Which is not covered by the contract insurance on Equipment.
 - c) Arising from The Hirer's own specification/design of Equipment.

8.0

- 8.1 English Law shall apply to the hire agreement incorporating this Hire Contract.
- 8.2 The parties shall submit to the exclusive jurisdiction of the Courts of England & Wales.
- 8.3 No conditions or warranties other than those specifically set out herein shall be implied or deemed to be incorporated.
- 8.4 Any additions/alterations to this Hire Contract shall be null & void unless agreed upon writing by the parties.