
PLANT HIRE TERMS AND CONDITIONS

BACKGROUND

These Terms and Conditions shall apply:

- A. to the hire of all plant (“the Equipment”) from **PRIME INDUSTRIAL DIRECT LTD** t/a Prime Plant Hire, registered in Scotland under number SC716927, whose registered address is Apex House, Ruthvenfield Road, Inveralmond Industrial Estate, Perth PH1 3EE (“the Company”)
- B. where the Customer is hiring the Equipment for the purposes of a Business and not as a “Consumer”, as defined in Clause 1 of these Terms and Conditions, and
- C. where the Customer is an individual hiring the Equipment for his/her personal use as a “Consumer”, as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Consumables ”	means the accessory items which the Company stocks for sale to customers;
“ Business ”	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
“ Consumer ”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Customer ”	means the customer who is hiring the Equipment subject to these Terms and Conditions (as that meaning is extended by sub-Clauses 1.2.7 and 1.3 below);
“ Customer Location ”	means the location agreed at the start of the Hire Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
“ Deposit ”	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Contract;
“ Equipment ”	means the plant supplied on hire by the Company to the Customer subject to these Terms and Conditions;
“ Force Majeure ”	means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; acts of God; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;

“Hired Personnel”	means any of the Company’s employees that are provided to the Customer for the purposes of setting up, driving or operating the Equipment;
“Identification”	means at least (a) one copy of photographic identification (e.g. current passport, UK/EU photo driving licence) and (b) one copy of another form of identification showing proof of address (e.g. utility bill dated not more than 3 months prior to the commencement of the Hire Term, current year’s Council Tax bill), all to the satisfaction of the Company (acting in its sole discretion);
“Owner”	means the company, firm or person letting the Equipment on hire to the Company (as the case may be) and includes their successors, assignees, or personal representatives;
“Personnel Fees”	means the VAT inclusive fees payable by the Customer for any Hired Personnel;
“Premises”	means the Company’s premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 6 of these Terms and Conditions;
“Pricing”	means the Company’s pricing, as detailed within the Hire Contract and as further described in Clause 5.2 of these Terms and Conditions;
“Principal Contract”	Means the Construction Plant-Hire Association Model Conditions between the Owner and the Company;
“Public Holiday”	means any public or bank holiday in England, Wales or Scotland;
“Hire”	means the hire of the Equipment by the Customer subject to these Terms and Conditions;
“Hire Contract”	means the agreement in writing entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment;
“Hire Fees”	means the VAT inclusive sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.
“Working Day”	A “Working Day” shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday unless otherwise specified in the Contract.
“Working Week”	A “Working Week” means a period of 5 Working Days. For the purposes of usage, a Working Week is based on up to 39 hours’ use of the Equipment.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
 - 1.2.7 as the context permits or requires and the Customer is not a Consumer, "Customer" includes any individual(s) nominated by Customer to hire and use the Equipment on behalf the Customer, and the Customer shall be liable for any breach by that individual of any Customer obligations under these Terms and Conditions
- 1.3 These terms apply to the Hire Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or (where the Customer is not a Consumer) that are implied by law, trade custom, practice or course of dealing.
 - 1.4 An individual signing the Hire Contract ("signatory") on behalf of a Customer (and otherwise than as a Consumer) hereby represents and warrants that the signatory has the authority of that Customer to do so, and the Company will rely on that representation and warranty. If the signatory does not have such authority, the signatory shall instead be deemed to be the Customer and personally liable as if s/he had signed the Hire Contract as the Customer.
 - 1.5 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
 - 1.6 Words imparting the singular number shall include the plural and vice versa.
 - 1.7 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 Registered office: Apex House, Ruthvenfield Road, Inveralmond Industrial Estate, Perth PH1 3EE.
- 2.2 VAT number: 403 2919 22
- 2.3 Telephone number: 0330 236 6830

3. Hire Term

- 3.1 The agreed Hire Term will be set out in the Hire Contract.
- 3.2 If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 30 days subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Term.

- 3.3 The Company reserves the right to recall the Equipment immediately at any time at the Owner's request or for any failure of the Customer to comply with these terms and conditions. In the event that the Company exercises this right the Customer will be reimbursed for any and all days remaining in the Hire Term (except where it has not complied with these terms and conditions) or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost if available. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.
- 3.4 The Hire Term shall continue uninterrupted during any Public Holiday and Hire Fees shall remain payable in full for such period. There shall be no automatic suspension of the Hire Term or Hire Fees during any Public Holiday.
- 3.5 Suspension of the Hire Term during a Public Holiday shall only apply where:
- (a) the Customer has requested such suspension by email only to the email address specified in Clause 18; and
 - (b) the Company has received that request not less than one full Working Day in advance of the relevant Public Holiday.
- 3.6 All Hires are provided on an "open hire" basis. The Hire shall continue until terminated in accordance with these Terms and Conditions.
- 3.7 The Customer shall be solely responsible for notifying the Company when the Equipment is no longer required ("off-hire"). Any stated or estimated duration set out in the Hire Contract or otherwise is provided for pricing or indicative purposes only and shall not operate to automatically terminate the Hire or to constitute notice of off-hire.
- 3.8 The Customer must notify the Company of off-hire by email only to the email address specified in Clause 18. Off-hire notifications given by telephone, verbally or by any other means shall not be valid for the purposes of terminating the Hire.
- 3.9 Subject to Clause 3.8, a valid off-hire notification shall take effect:
- (a) on the same Working Day where the email is received by the Company before 3:00 pm on a Working Day; or
 - (b) on the next Working Day where the email is received at or after 3:00 pm or on a day which is not a Working Day.
- 3.10 Hire Fees shall continue to accrue until a valid off-hire notification has been received and has taken effect in accordance with this Clause 3.

4. Deposit

- 4.1 On or before the commencement of the Hire Term and prior to delivery of the Equipment, unless otherwise agreed between the Company and the Customer in writing in advance, the Customer shall be required to (a) provide satisfactory Identification of the Customer (or the individual representing the Customer where the Customer is not an individual) and (b) pay a refundable Deposit to the Company. The sum of the Deposit shall be set out in the Hire Contract and VAT shall be applicable on it.
- 4.2 The Company shall be entitled to deduct from the Deposit any sums due and payable by the Customer under these Terms and Conditions, including (without limitation) any unpaid Hire Fees, any insurance excess payable under Clause

11.1, and any costs incurred by the Company in recovering Equipment (including where the Equipment is stuck on site or requires recovery under Clause 9.5). Any balance of the Deposit remaining after such deductions shall be returned to the Customer in accordance with Clause 4.4.

- 4.3 In the event that the terms of clause 4.1 are not satisfied on or before the commencement of the Hire Term, the Company shall be entitled to terminate the Hire Contract with immediate effect upon written notice.
- 4.4 At the end of the Hire Term the Company shall fully inspect the Equipment upon its return by the Customer or collection by the Company. If the Equipment requires routine cleaning, repairs and / or maintenance which is the result of normal wear and tear the Customer will receive the Deposit back in full. In the event that additional cleaning, repairs and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Customer in writing, including all relevant calculations and pricing information. The Company's assessment is final and binding acting reasonably.

5. Fees and Payment

- 5.1 The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Hire, as set out in the Hire Contract.
- 5.2 The Company's Pricing shall be determined from the Hire Contract, which contains the weekly hire rate. In addition, the following price arrangements shall apply:
 - a) Where not otherwise specified, Hires lasting less than a Working Week (5 days) shall be charged as a percentage of the given weekly hire rate:
 - b) One Working Day Hires shall be charged at 60% of the weekly rate;
 - c) Two Working Day Hires shall be charged at 80% of the weekly rate; and
 - d) Three, four and five Working Day Hires shall be charged at 100% of the weekly rate.Where Equipment is hired for a period of less than a Working Week, the Hire Fees shall entitle the Customer to use of the Equipment for up to 8 hours per Working Day. Any use in excess of such period may result in additional charges in accordance with the Company's Pricing.
- 5.3 Payment of the Hire Fees shall be made in part or in full, as set out in the Hire Contract, at the commencement of the Hire Term. Payment may be made by either credit or debit card.
- 5.4 All Hire Fee payments to be made in part will take the form of regular weekly or monthly payments (as will be specified in the Hire Contract). The Company will invoice the Customer on a weekly or monthly basis. All payments shall be required within 7 days of the date of the relevant invoice unless otherwise agreed in writing between the Company and the Customer.
- 5.5 Hired Personnel provided in accordance with Clause 7 shall attract Personnel Fees which shall be calculated on an hourly basis at the rate(s) set out in the Hire Contract.
- 5.6 Where VAT is chargeable for a Hire and/or Hired Personnel, the VAT exclusive amount of the Hire Fees and/or Personnel Fees will be shown in any quote or Price List, and in addition the VAT exclusive amount and the VAT charged on that amount will be shown separately from each other in bills, invoices, quotes and the Price List.

- 5.7 The full hire for the period in the Hire Contract will be charged as per the Working Day or Working Week and an additional pro rata charge will be made for hours worked in excess of such period. Where applicable, the Plant's telematics may be checked to ascertain the number of hours used. Should any conflict arise, then the telematics will take precedence over all other records. (If there is any conflict between any timesheets and any other records taken, then the telematics shall prevail.)
- 5.8 If the Plant works for any time during the Working Day or Working Week, then the whole of that Working Day or Working Week shall be charged as working time and the full amount payable. For the avoidance of doubt, idle time is fully chargeable.
- 5.9 If payment is not received within the period specified in clause 5.4 or as otherwise agreed in writing between the Company and the Customer, the Company may suspend the hire immediately. The Company shall be entitled to recover all losses and additional costs incurred as a result of a breach of clause 5.4 by the Customer as a debt.
- 5.10 Where, following the issue of a quotation or Order Acknowledgement, the Company is unable to supply the Equipment at the agreed rate due to availability constraints or increases in costs outside the Company's reasonable control, the Company may revise the Hire Fees and/or any applicable delivery or transport charges as follows, provided that any such revision is reasonable in the circumstances:
- (a) **Where the Customer IS NOT a Consumer**, the Company shall notify the Customer of any revised pricing as soon as reasonably practicable. The Customer shall have the option to accept the revised pricing or to cancel the Hire. Where the Customer cancels, the Company may charge the Customer for any reasonable costs already incurred prior to cancellation.
- (b) **Where the Customer IS a Consumer**, the Company shall notify the Customer of any revised pricing as soon as reasonably practicable. The Customer shall have the right to accept the revised pricing or cancel the Hire without charge.

6. Collection, Delivery, Hire and Return

- 6.1 The Customer may collect certain items of Equipment from the Premises at the start of the Hire Term. The Customer may only collect the Equipment once all payments required under Clause 5 have been made and any insurance requirements set out in Clause 10 have been complied with.
- 6.2 The Company shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire Term but shall not be liable for any lack of availability.
- 6.3 Certain items of Equipment may require delivery by the Company, with or without associated Hired Personnel as appropriate. Such delivery shall be made to the Customer Location at an agreed time. The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 6.4 The Customer must be available or it must make an authorised representative of the Customer available at the Customer Location at the time of delivery in order to sign for the Equipment. The Company shall be entitled to charge a reasonable delivery charge for delivery to the Customer Location.

- 6.5 In the event that the Company is unable to deliver the Equipment due to the Customer's absence from the Customer Location (along with that of any authorised representatives) additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Customer. The full Hire Fees as stated and payable under the Hire Contract shall remain payable notwithstanding any delay in delivery which is due to the Customer.
- 6.6 The Customer is responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for the unloading and loading of the Equipment at the Customer Location. Any personnel supplied by the Company for such unloading and/or loading shall be deemed to be under the direction and control of the Customer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Equipment be regarded as the servants or agents of the Customer, who shall be solely responsible for all claims arising in connection with unloading and/or loading of the Equipment by, or with the assistance of, such personnel.
- 6.7 The Equipment shall not be moved from the Customer Location without the prior written permission of the Company.
- 6.8 In the event that the Company is unable to provide the Equipment at the start of the Hire Term the Company shall deliver the Equipment to the Customer at the earliest possible date or the Company will contact the Customer when the Equipment is available for collection, as appropriate. The total Hire Fees payable by the Customer shall be adjusted accordingly to reflect the non-availability of the Equipment.
- 6.9 Unless notification in writing to the contrary is received by the Company from the Customer within two working days of collection or delivery of the Equipment, the Equipment will be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with the terms and conditions of these Terms and Conditions and to the Customer's satisfaction. Any inspection report required under relevant legislation, or a copy thereof, shall be supplied by the Company, if requested by the Customer, and returned at the end of the Hire Term.
- 6.10 The Customer shall at all reasonable times allow the Company to have access to the Equipment to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Customer shall allow such access during the working day.
- 6.11 The Customer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the Customer Location and the Customer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.
- 6.12 At the end of the Hire Term, on the agreed date the Customer shall either return the Equipment to the Premises at or before the time shown in the Hire Contract or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Hire Contract, as appropriate.
- 6.13 If the Customer is late in returning the Equipment by more than 1 hour the Company shall charge the Customer for an additional day's hire at the normal daily rate for that Equipment. The Hire Term will be extended by one day. The provisions of this sub-Clause 6.13 shall continue to apply daily until the Equipment is returned.
- 6.14 **Where the Customer is a Consumer**, the Company is required by law to provide consumers with goods that are of satisfactory quality, fit for purpose,

and in accordance with descriptions, samples, models and other pre-contract information provided by the Company. If the Customer discovers any damage (pre-existing) or fault with the Equipment during the Hire term, the Customer should inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Equipment (or have it repaired). If the Company is unable to replace or repair the Equipment (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), the Company will offer the Customer a refund equal to the remaining, unused part of the Hire term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which the Company agrees that the Customer is entitled to a refund. Refunds will be made using the same payment method originally used by the Customer unless the Customer specifically requests a different method.

7. Hired Personnel

- 7.1 Certain items of Equipment may require specialist training for use and / or maintenance. The Company shall supply appropriately trained employees to the Customer where such Equipment is hired unless the Customer either possesses the relevant qualifications or currently employs the services of suitably trained staff for the purpose.
- 7.2 The Company shall have complete discretion with regard to permitting the Customer to hire the Equipment without the relevant Hired Personnel and shall require evidence of all requisite training and qualifications prior to releasing such Equipment.
- 7.3 Personnel Fees shall be charged in accordance with sub-Clause 5.4 for all Hired Personnel. Each individual member of the Hired Personnel shall submit a time sheet to the Customer at the end of the Hire Term detailing the total number of hours worked. The Customer shall sign the time sheet as verification of those hours. Any disputes as to hours worked shall be referred to the Company.

8. Use and Care of the Equipment

- 8.1 The Customer may only use the Equipment for the normal purpose for which it is intended. The Customer warrants that any person using the Equipment is suitably trained, qualified and competent to do so and shall ensure that the Equipment is operated safely and in accordance with all applicable laws, regulations and instructions. All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 8.2 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.
- 8.3 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 8.4 The Customer must not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 8.5 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels

of wear and tear.

- 8.6 If the Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Customer to the Company by telephone and confirmed in writing to the Company no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Customer is not bound to fully indemnify the Company, no admission of liability, offer, promise of payment or indemnity shall be made by the Customer without the Company's prior written permission.
- 8.7 All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.
- 8.8 All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of Equipment or such other type as authorised by the Company. Fuel and oil shall be supplied by the Company and charged to the Customer with VAT applicable on it. The Customer shall be solely responsible for all damages, losses, costs and expenses incurred by the Company if the Customer uses the wrong fuel or oil. In the event the Equipment is returned partially full of fuel, the used fuel will be charged to the Customer at net cost. Unused fuel shall be refunded from the Hire when the Equipment is returned or collected.
- 8.9 All electrical equipment must only be used with the voltage specific to that piece of Equipment.
- 8.10 The Customer warrants that the Equipment will be stored in a safe and secure location, fully protected and guarded and shall, where appropriate, be locked and always secured when not in use until the Equipment is collected from the Customer.
- 8.11 The Customer acknowledges that any failure to protect the Equipment as required under this clause 8 may put the Company in breach of the Principal Contract and that all such liabilities, losses and/or expenses are within the Customer's contemplation as being probable results of any such failure by the Customer. The Customer shall indemnify and hold harmless the Company for any breach of this clause 8.

9. Maintenance

- 9.1 The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.
- 9.2 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. Any breakdown or the unsatisfactory working of or damage to any part of the Equipment must be notified immediately to the Company, and confirmed in writing. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Hired Personnel to the Customer Location (such Hired Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 9.3 If parts require replacement during the Hire Term the Company shall have the option of supplying such parts to the Customer or supplying replacement

Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).

- 9.4 Any parts and/or substitutes provided under sub-Clause 9.3 shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.
- 9.5 In the event that any plant becomes stuck or overturned, the Customer shall be responsible for the repair and/or recovery of the plant forthwith. The Customer shall also be responsible for continuing Hire Fees throughout this period whilst the plant is undergoing repair and/or recovery. If the Customer requires the Company's assistance then this shall be at an additional cost to the Hire Fees.

10. Loss and Damage

- 10.1 For the duration the Equipment is in the Customer's possession (which for the avoidance of doubt includes the time Plant is left on site during a holiday period) the Hirer shall be liable for all loss of or damage to the Equipment, and shall also fully and completely indemnify the Company and any personnel supplied by the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment, and in connection therewith, whether arising under statute or common law.
- 10.2 In the event of loss of or damage to the Equipment, hire charges shall be continued at the hire fees (unless otherwise agreed by the Company in writing) until settlement has been paid. Payment of the settlement must be made within 14 calendar days of the date of the agreement or hire fees can be reinstated from the date of that agreement. Should hire fees be re-instated, the agreed settlement figure remains payable in full.
- 10.3 For the avoidance of doubt, notwithstanding any agreement by the Company to waive hire fees after any agreed period of use of the Equipment, the Hirer's obligations specified under this clause 10 shall continue for the duration the Equipment is within its possession.
- 10.4 Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury prior to delivery of any Equipment to the site or where the Equipment is in transit by transport of the Customer or as otherwise arranged by the Customer.
- 10.5 The Customer acknowledges that the Company may not be the owner of the Equipment and title in the Equipment shall remain always vested in the Owner during the Hire Term. The Customer is solely acting as principal for hire administration and provides no greater warranty for the Equipment beyond that given by the Owner.
- 10.6 The Customer shall not commit any act that may may cause the Company to be liable to the Owner pursuant to the Principal Contract and that all such liabilities, losses and/or expenses are within the Customer's contemplation as being probable results of any such failure by the Customer. The Customer shall indemnify and hold harmless the Company for any breach of this clause 10.
- 10.7 In the event of a conflict between these terms and conditions and the Principal Contract the more onerous obligation applies to the Customer.

11. Insurance

- 11.1 The Company does not provide insurance cover, as standard, for the

Equipment. The Customer shall be required to arrange for fully comprehensive insurance cover for the duration of time that the Equipment is within its possession (inclusive of the Hire Term) or may purchase insurance coverage from the Company. The Company will provide the Customer with a quote for such insurance coverage. Please note that the Company's insurance coverage will only become effective when the claim is for more than £500 ex VAT and £1000 ex VAT in relation to theft or malicious damage. If the claim is less than the excess, the Customer will be required to make payment for the damage as a debt to the Company.

- 11.2 If the Customer purchases insurance cover from the Company, it acknowledges that in the event of a claim the Customer shall bear any excesses and deductibles as are applicable to any claim under such insurance as stated under the policy. In no circumstance shall the Company be liable or responsible for any excesses or deductibles.
- 11.3 Where the Customer arranges insurance cover directly, such cover must be for the full replacement value of the Equipment and otherwise on terms satisfactory to the Company (acting reasonably). The Customer shall provide evidence of such insurance to the Company on request and prior to the commencement of the Hire Term. The Company reserves the right to refuse to release the Equipment where, acting reasonably, it considers that such insurance is not in place or is insufficient. The Customer shall be responsible for ensuring that the insurance cover remains in place for the duration that the Equipment is within its possession without limitation and the Customer shall be responsible for extending any cover and paying any premiums to ensure it complies with the terms of this agreement.
- 11.4 Any insurance cover taken out by the Customer should not include any overnight conditions clauses which means that the Equipment is not insured overnight. The insurance cover must be fully comprehensive and cover the Equipment for the full duration that the Equipment is within the Customer's possession.
- 11.5 The Customer must ensure that any insurance policy provides cover for the reasonable cost of recovery or withdrawal of unintentionally immobilised plant.
- 11.6 The Customer shall be required to comply with Identification requirements regardless of whether the Customer arranges insurance or purchases it from the Company.
- 11.7 If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.
- 11.8 The Customer acknowledges that any failure to take out insurance to cover the Equipment as required under this clause 11 may put the Company in breach of the Principal Contract and that all such liabilities, losses and/or expenses are within the Customer's contemplation as being probable results of any such failure by the Customer. The Customer shall indemnify and hold harmless the Company for any breach of this clause 11.
- 11.9 Notwithstanding any other provision of these Terms and Conditions, the failure of an insurer to pay an insurance claim does not relieve the Customer of liability.

12. Theft of Equipment

If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police

including, where relevant, the crime reference number.

13. Liability and Indemnity

13.1 The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure;

13.2 The Company shall not be liable in contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Hire Contract, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

13.2.1 loss of use or unavailability of any Equipment;

13.2.2 interruption to business;

13.2.3 loss of income, revenue, business;

13.2.4 loss of business opportunity;

13.2.5 loss of profit or contracts;

13.2.6 loss of anticipated savings; or

13.2.7 any indirect, special or consequential loss, delay damages/liquidated damages, costs, expenses or other claims;

arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Hire Contract.

13.3 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

13.4 Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

13.5 Without prejudice to any of the above provisions of this Clause 13, the Company's total liability under these Terms and Conditions shall be limited to the value of the Hire Contract, that is, the total Hire Fees payable by the Customer.

13.6 **Where the Customer is a Consumer:**

a) the Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence (including that of its employees, agents or sub-contractors). Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Hire Contract is formed. The Company will not be responsible for any loss or damage that is not foreseeable; and

b) nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

14. Consumables

Where the Customer purchases Consumables from the Company, the following terms shall apply:

14.1 Faulty Consumables:

- a) By law, the Company must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information the Company has provided, and that match any samples or models that the Customer has seen or examined (unless the Company has made the Customer aware of any differences). If any Consumables the Customer has purchased do not comply and, for example, have faults or are damaged when the Customer receives them, the Customer should contact the Company as soon as reasonably possible to inform the Company of the fault, damage or error, and to arrange for a refund, repair or replacement.
- b) **Where the Customer is NOT a Consumer**, then beginning on the day that the Customer receives the Consumables (and ownership of them), the Customer has a 5 calendar day right to reject the Consumables and to receive a full refund if they do not conform as stated above. If the Customer does not wish to reject the Consumables, or if the 5 calendar day period has expired, the Customer may request that the Consumables are repaired or replaced. In some cases, if repair or replacement is impossible or otherwise disproportionate, the Company may instead offer the Company an alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.
- c) **Where the Customer IS a Consumer**, then beginning on the day that the Customer receives the Consumables (and ownership of them), the Customer has a 30 calendar day right to reject the Consumables and to receive a full refund if they do not conform as stated above. If the Customer does not wish to reject the Consumables, or if the 30 calendar day period has expired, the Customer may request that the Consumables are repaired or replaced. In some cases, if repair or replacement is impossible or otherwise disproportionate, the Company may instead offer the Company an alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

14.2 Returning Consumables:

- a) If the Customer is not satisfied with any Consumables purchased from the Company, the Customer has the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 14.2. This Clause 14.2 does not apply to Consumables that are not in compliance with the Customer's legal rights. For such Consumables, please refer to Clause 13.1.
- b) If the Customer wishes to return the Consumables to the Company under this Clause 14.2, the Customer must do so within 14 days of purchase, telling the Company why the Customer wishes to return the Consumables.
- c) All Consumables must be returned to the Company under this Clause 14.2 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.

15. Data Protection

The Company takes customer data protection seriously and complies with applicable data protection legislation, including the EU law retained version of the General Data Protection Regulations (2016/679) and the UK Data Protection Act 2018. For complete details of the Company's collection, processing, storage, and retention of personal data

including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice available here: www.primeplanthire.com.

16. Termination

- 16.1 Where the Customer is an individual, the Company shall be entitled to terminate the Hire Contract in the event that:
 - 16.1.1 the Customer is in breach of these Terms and Conditions;
 - 16.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
 - 16.1.3 the Customer has a receiving order made against them.
- 16.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Contract in the event that:
 - 16.2.1 the Customer is in breach of these Terms and Conditions;
 - 16.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 16.3 In the event of termination for any of the above reasons:
 - 16.3.1 all payments required under the Hire Contract shall become due and immediately payable; and
 - 16.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

17. Government Regulations

- 17.1 The Customer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environments Acts, Factories Acts, Health & Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Equipment is travelling, whether for full or part journey from Company to Customer Location and Customer Location to site under its own power with a driver supplied by the Company, the Company and note the Customer shall be responsible as aforesaid.
- 17.2 The Customer shall indemnify the Company against any charges or fines that the Company may become liable for as a result of the operation of the Equipment during the Hire Term.

18. Communication and Contact Details

- 18.1 The Customer may contact the Company in person at the Company's offices, by telephone at 0330 236 6830, by email at info@primeplanthire.com, or by pre-paid post at Prime Industrial Direct Limited, Apex House, Ruthvenfield Road, Inveralmond Industrial Estate, Perth PH1 3EE. For the avoidance of doubt, where these Terms and Conditions specify a mandatory method of communication for a particular purpose, that method shall prevail.
- 18.2 The Company is permitted to contact the Customer at any time to confirm the

Customer's order. The Customer acknowledges and understands that this is to ensure that each order placed is legitimate and not fraudulent. The Company is not obliged to satisfy any order until successful contact has been made and verified by the Company, and shall not be liable for any such delivery arising as a result.

19. Complaints and Feedback

- 19.1 The Company always welcomes feedback from its customers and, whilst the Company always uses all reasonable endeavours to ensure that its customers' experience is a positive one, the Company nevertheless welcomes the opportunity to resolve any complaints.
- 19.2 If the Customer wishes to complain about any aspect of its dealings with the Company, including, but not limited to, these Terms and Conditions, the Hire Contract, or the Equipment, please contact the Company in one of the following ways:
 - 19.2.1 in writing, addressed to Attn Complaints Dept, Prime Industrial Direct Limited, Apex House, Ruthvenfield Road, Inveralmond Industrial Estate, Perth PH1 3EE;
 - 19.2.2 by email, addressed to info@primeplanthire.com
 - 19.2.3 by contacting the Company by telephone on 0330 236 6830.

20. Entire Agreement

20.1 The documents comprising the Hire Contract, these Terms and Conditions and any other documents expressly incorporated into the Hire Contract, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

20.2 Each Party acknowledges that, in entering into the Hire Contract, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Hire Contract.

21. Other Important Terms

- 21.1 The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Hire Contract, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 21.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Contract, as applicable) without the Company's express written permission.
- 21.3 The Hire Contract is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 21.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and

enforceable.

- 21.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.
- 21.6 Neither the Equipment nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Company.

22. Governing Law and Jurisdiction

- 22.1 These Terms and Conditions, the Hire Contract, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with English or Scottish law.
- 22.2 The applicable law shall be the law of the country in which the Equipment is hired to.
- 22.3 Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Hire Contract, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English or the Scottish Courts.
- 22.4 The applicable jurisdiction shall be the jurisdiction in which the Equipment is hired to.
- 22.5 **Where the Customer is a Consumer**, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a Consumer to rely on those provisions.