

# Terms & Conditions of Business

## All equipment hire and sale is subject to the following terms and conditions:

### 1. DEFINITIONS, INTERPRETATION AND GENERAL

1.1 In these Conditions:

- (a) 'the Owner' means Spyder UK Ltd whose registered office is located at 10 Grenville Drive, Ryde, Isle of Wight, UK, PO33 3JN;
  - (b) 'the Hirer' means individual, firm, company or other party taking the Owner's plant on hire;
  - (c) 'the Purchaser' means individual, firm, company or other party purchasing new or used equipment from the Owner;
  - (d) 'the Equipment' means equipment and accessories thereto which the Owner agrees to hire to the Hirer;
  - (e) 'the Hire Period' means the period from when the equipment leaves the Owner's premises to when the equipment is received back at the Owner's premises.
  - (f) 'day' means 24 consecutive hours;
  - (g) 'week' means seven consecutive days;
  - (h) 'working week' means [the period from 8 a.m. on Monday to 3.30 p.m. on Friday, or such other starting time on Monday and finishing time on Friday as the Hirer may adopt for the ordinary course of his business];
  - (i) 'weekend' means [the period from 3.30 p.m. on Friday to 8.30 a.m. on Monday]; and
  - (j) 'month' means one calendar month.
- 1.2 The headings in these Conditions are for convenience only and are not for the purpose of interpretation.
- 1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 If any provision of these Conditions (or of any other conditions or other terms that may be agreed in writing between the Company and the Customer) is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- 1.5 Failure by the Company to enforce strict compliance with these Conditions by the Customer will not constitute a waiver of any of the provisions of these Conditions.
- 1.6 References to clauses are to clauses of these Conditions, unless stated otherwise.

### 2. CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

- 2.1 No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any contract made between the Company and the Customer shall be subject to these Conditions and, save as set out in these Conditions, no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them. Any such term representation on contract will bind the Company only if in writing and signed by a director of the Company.
- 2.2 Unless otherwise agreed in writing by the Company, these Conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
- 2.3 Any general description contained in the Company's catalogues or other advertising material or otherwise shall not form a representation or be part of the contract.
- 2.4 Where the Company has not given a written acknowledgment of the Customer's order these Conditions will nonetheless apply to the contract provided that the Customer has had prior notice of them.
- 2.5 The Company reserve the right to correct any clerical or typographical error made by its employees at any time.

### 3. DELIVERY IN GOOD ORDER

- 3.1 Equipment supplied shall be in good working order and fit for the purpose for which equipment of that kind is normally used.
- 3.2 The Owner does not warrant that the equipment supplied shall be fit for any special purpose.
- 3.3 The Hirer shall satisfy himself as to the condition of the equipment supplied at the time of acceptance of the equipment by the Hirer, his agent or employee.
- 3.4 Unless notice to the contrary is received by the Owner within 24 hours of supply, the Equipment shall be deemed to be supplied in good working order, except for defects which could not have been discovered by reasonable examination.

### 4. TRANSPORTATION, LOADING AND UNLOADING

- 4.1 The Hirer shall be responsible for collecting the equipment from the Owner's premises and for delivering the equipment to the Owner's premises at the end of the hire period.
- 4.2 When the Hirer requires the Owner to transport the equipment, the transportation shall be at the Hirer's expense.
- 4.3 The Hirer shall be responsible for loading and unloading at the time of collection from the Owner's premises and at the time of delivery to the Owner's premises on the termination of the hire period.
- 4.4 Any person supplied by the Owner to assist in the loading and unloading shall be deemed to be under the Hirer's control and shall comply with all the directions of the Hirer who alone shall be responsible for any damage caused to the equipment as a result of such loading and unloading.

### 5. UNAUTHORISED CHANGE OF SITE

- 5.1 The Equipment must not be moved from the site to which it was delivered, or when the equipment is collected by the Hirer, the site specified by the Hirer, without the written authority of the Owner.

### 6. UNAUTHORISED RE-HIRING OF EQUIPMENT

The Equipment (or any part thereof) shall not be re-hired, sublet or lent to any third party without the previous written consent of the Owner.

### 7. MAINTENANCE, OPERATION AND USE OF EQUIPMENT

- 7.1 The Hirer shall at all times keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean.
- 7.2 The Hirer shall not use or permit the use of the Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear.
- 7.3 The Hirer undertakes to use or permit the use of the Equipment only in accordance with any relevant operating and safety instructions supplied with the equipment. The Hirer shall not make any alterations or modifications to the equipment.
- 7.4 The Hirer acknowledges that the Hirer, its agents and employees has been instructed in the safe use and operation of the Equipment undertakes to ensure that any other user of the Equipment will also be accordingly instructed.
- 7.5 The Hirer must ensure that, in the event that the Equipment comprises any electrical equipment:
- (a) all such electrical equipment is used in accordance with any operating and safety instructions supplied with the equipment or as instructed by the Owner;
  - (b) all such electrical equipment is connected to the correct supply via the plugs or sockets fitted and where a temporary change in plugs or sockets is required then this must be carried out by a competent person (who must also re-instate the equipment to its original condition); and
  - (c) all such electrical equipment is correctly earthed and insulated.

### 8. FITTING OF ACCESSORIES

- 8.1 When the Equipment requires the fitting or re-fitting of any accessory, it shall be the Hirer's responsibility to ensure that any such accessory is correctly fitted or re-fitted in a manner so as not to render the Equipment unsafe to the user and that any legislation relating to the fitting or use of such accessory is complied with.
- 8.2 The Hirer shall be responsible for any injury or damage to persons or property arising from the incorrect or unsafe fitting or use of any accessory.

### 9. ACCESS BY OWNER FOR SERVICING AND INSPECTION OF EQUIPMENT

- 9.1 The Hirer shall at all reasonable times allow the Owner, his agent, employees and insurers to have access to the equipment to inspect, test, adjust, repair or replace the equipment.

### 10. BREAKDOWN OF EQUIPMENT

- 10.1 Any breakdown or unsatisfactory working of the Equipment must be notified to the Owner forthwith.
- 10.2 No hire charge will be made to the Hirer from the time and date when notice is received by the

Owner in respect of stoppage due to breakdown of the Equipment caused by any fault existing at the time of delivery of the Equipment and which was not discoverable by reasonable examination.

- 10.3 The Owner accepts no liability or responsibility for any loss or damage arising from any stoppage due to breakdown of the Equipment from any cause whatsoever.
- 10.5 The Hirer shall not repair or attempt to repair the Equipment unless authorised to do so by the Owner.
- 10.6 In the event of a breakdown in the Equipment which is not readily repairable, the Owner shall be entitled to provide substitute equipment of a similar type for use by the Hirer (and these terms and conditions shall apply to such substitute equipment). If the Owner is not able to do so, the hire shall be terminated as from the date of the notification of breakdown.
- 10.7 Where breakdown of the equipment arises from a cause other than a fault existing at the time of delivery of the Equipment and which was not discoverable by reasonable examination, all costs incurred by the Owner in repairing the equipment, including transport costs, shall be chargeable to the Hirer.

### 11. NOTIFICATION OF ACCIDENTS

- 11.1 If the equipment is involved in any accident resulting in damage to the Equipment or to other property or injury to any person, the Owner must be notified immediately.

### 12. HIRER'S RESPONSIBILITY FOR LOSS OF OR DAMAGE TO EQUIPMENT

- 12.1 During the continuance of the hire period, the Hirer shall be liable to the Owner for the cost of all loss of or damage to the Equipment from any cause whatsoever, except for fair wear and tear.
- 12.2 In the event of loss or damage to the Equipment, hire charges shall continue until such time and date as the Hirer pays for the cost incurred by the Owner in respect of such loss or damage.

### 13. HIRER TO INDEMNIFY OWNER AGAINST THIRD PARTY CLAIMS

- 13.1 The Hirer shall at all times indemnify the Owner 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 use of the Equipment, and in respect of all costs and charges in connection therewith.

### 14. CONSEQUENTIAL LOSS

- 14.1 The Owner shall not be liable for any consequential loss or damage arising from this contract.

### 15. TERMINATION OF HIRE CONTRACT

- 15.1 When the hire is for a fixed period, it shall terminate on the date that period expires. When the hire is not for a fixed period or when it is continued after the expiry of a fixed period, without any new period being agreed, either party may terminate the hire by giving to the other [seven] days' notice in writing.

### 16. RETURN OF EQUIPMENT ON COMPLETION OF HIRE

- 16.1 The Hirer shall be responsible for returning the Equipment on completion of the hire in a condition equal to that as at the commencement of hire, fair wear and tear excepted.
- 16.2 When equipment is returned damaged or in an unclean condition, a charge shall be made for the cleaning and restoration of the Equipment to its condition as at the commencement of the hire.
- 16.3 Without prejudice to the generality of sub-clauses 16.1 and 16.2, all cables must be returned coiled and taped, in default of which a charge of £2.00 per cable will be made.
- 16.4 When the Equipment (or any part of thereof Equipment) cannot be returned to the Owner on the completion of the hire owing to the loss, destruction, or theft of the equipment (or such part), whether or not due to any fault of the Hirer, his agent or employee, the Hirer shall pay to the Owner the manufacturer's recommended selling price for that equipment (or that part of the equipment).

### 17. PAYMENT OF HIRE CHARGES

- 17.1 Equipment shall be hired by day, by the week, by the working week, by the month or for a weekend.
- 17.2 All times, including Saturday, Sunday and Public Holidays, falling within the hire period are chargeable.
- 17.3 Unless otherwise agreed in writing by the Owner, all hire charges are payable [on demand].
- 17.4 Hire charges shall continue until such time as the equipment is returned to the Owner, or until payment has been made by the Hirer as described in Clause 17.3.
- 17.5 Time for payment shall be of the essence of the contract. Without prejudice to any other rights it may have the Owner reserves the right to charge interest at Lloyds TSB base rate plus 4% or at the rate specified from time to time under the provisions of Late Payment of Commercial Debts (Interest) Act 1988 (whichever is the higher) on all overdue accounts.

### 18. SALES

- 18.1 Unless otherwise agreed in writing no warranty is offered with the sales of equipment (unless covered by a manufacturer warranty). The return of any equipment, faulty or otherwise, is at the Owner's discretion (excluding purchases covered by the distance selling regulations).
- 18.2 Title to any goods shall only pass to the Purchaser on full payment of all amounts due to us in respect of the goods
- 18.3 Time for payment shall be of the essence of the contract. Without prejudice to any other rights it may have the Owner reserves the right to charge interest at the Bank of England base rate plus 8% or at the rate specified from time to time under the provisions of Late Payment of Commercial Debts (Interest) Act 1988 (whichever is the higher) on all overdue accounts.

### 19. CONSUMABLE ITEMS

- 19.1 Consumable items (including light bulbs and fuses) supplied by the Owner to the Hirer for use with the Equipment shall be deemed to have been sold to the Hirer at the time of supply, but the Owner may at his discretion refund to the Hirer the price of any such consumable items which have not been used and which are returned to the Owner in a suitable condition for taking back into stock.

### 20. OWNER'S NAME-PLATES

- 20.1 The Hirer shall not remove, deface or cover up any name-plate or identification mark or number on the equipment, nor shall he put any mark on the equipment which might indicate or suggest that the equipment is not the property of the Owner.

### 21. HIRER NOT TO DISPOSE OF EQUIPMENT

- 21.1 The Hirer shall not sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the equipment except with the written consent of the Owner.
- 21.2 The Hirer shall protect the equipment against distress, execution or seizure.
- 21.3 The Hirer shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a result of any failure to observe and perform the terms and conditions of this Clause, except in the case of Government requisition.

### 22. TERMINATION FOR BREACH OF CONTRACT

- 22.1 The contract for the hire of the Equipment (which these Conditions form part) shall immediately be terminated without any notice or other act on the part of the Owner if the Hirer:
- (a) defaults in the payment of any sums due to the Owner for the hire of equipment or other charges; or
  - (b) fails to observe and perform the terms and conditions of this Contract; or
  - (c) suffers any distress or execution to be levied against him or makes or proposes to make any arrangement with his creditors or, being a Company, goes into liquidation (other than a members' voluntary liquidation); or
  - (d) does or causes to be done or permits or suffers any act or thing whereby the Owner's rights in the equipment may be prejudiced.
- 22.2 If this Contract is terminated under this Clause, it shall be lawful for the Owner to retake possession of the equipment and, for that purpose, to enter into or upon any premises where the equipment may be.
- 22.3 The termination of the Contract under this Clause shall not affect the right of the Owner to recover from the Hirer any moneys due under this Contract or damages for breach of this Contract.
- 22.4 The waiver by the Owner of any breach of any term or condition of this Contract shall not prevent the subsequent enforcement of that term or condition and shall not be deemed a waiver of any subsequent breach.

### 23. DEPOSITS

When a deposit has been paid by the Hirer, the Owner may retain the whole or part of the deposit for the purpose of setting off the same against any liability of the Hirer under this Contract.