

LATA HIRE LIMITED

TERMS AND CONDITIONS OF HIRE



1 DEFINITIONS

- 1.1 “**Conditions**” means the standard terms and a condition set in this document and includes any special terms and conditions agreed in writing between LHL and the Customer.
- 1.2 “**Contract**” means the contract between LHL and the Customer for the hire of the equipment.
- 1.3 “**LHL**” means Latta Hire Ltd whose registered address is Bridge Farm, Holme Fen Drove, Colne, Cambs. PE28 3RE.
- 1.4 “**Customer**” means the person or party who agrees to hire the equipment.
- 1.5 “**Equipment**” means any equipment to be hired by the Customer for the Period.
- 1.6 “**Hire Charge**” means the charges for the hire of the Equipment as set out in any quotation, price list or otherwise confirmed in writing by LHL excluding VAT (including any additional charges to be levied by LHL in respect of the return or collection of the Equipment after the expiry of the Period and as set out in any quotation or otherwise confirmed in writing by LHL).
- 1.7 “**Period**” means the period of hire of the Equipment as set out in any quotation or otherwise confirmed in writing by LHL.
- 1.8 “**Site**” means the place for the delivery of the Equipment as set out in any quotation or otherwise confirmed in writing by LHL.

2 CONDITIONS APPLICABLE

- 2.1 LHL will let and the Customer will hire the Equipment for the period and any extensions agreed in writing subject to these Conditions which will govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variations to these Conditions shall be binding unless agreed in writing between the authorised representatives of LHL and the customer.
- 2.3 Any representatives made by LHL, its employees, agents or sub-contractors concerning the provision of the Equipment shall not be incorporated into the Contract unless confirmed by LHL in writing and in entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of such representations which are not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer or other documentation or information issued by LHL shall be subject to correction without any liability on the part of LHL.
- 2.5 Any quotation given by LHL may be withdrawn at any time and in any event shall be subject to availability of the Equipment.
- 2.6 LHL shall be entitled to cancel the Contract where it deems necessary on giving the Customer 10 days notice in writing. In such event LHL shall refund to the Customer all sums received in connection with the Contract.

3 ORDERS AND SPECIFICATIONS

- 3.1 No order form shall be deemed to be accepted by LHL until signed by the Customer.
- 3.2 The Customer shall be entitled to cancel the contract on giving LHL notice in writing in accordance with the time limits and subject to paying LHL such cancellation fee as specified below:-

Time Limits (i.e. the time prior to the date(s) specified for the hire of the equipment)	Cancellation Fee (i.e. percentage of the hire charge less any transportation costs)
61 to 90 days	25% plus VAT
31 to 60 days	50% plus VAT
0 to 30 days	100% plus VAT

- 3.3 Save as otherwise provided no order which has been accepted by LHL may be cancelled by the Customer except with the agreement in writing of LHL and on the terms that the Customer shall at LHL's discretion indemnify LHL in full against all loss (including loss of profit and the costs of all labour and materials used) and damages, charges and expenses incurred by LHL as a result of such cancellation.

4 THE CUSTOMERS' OBLIGATIONS AND RESPONSIBILITIES

- 4.1 The Customer shall ensure that the conditions at the Site are suitable for the Equipment and in particular (and without limitation) shall ensure that:
 - a) the location at the Site where the Equipment is to be situated shall be level with sufficient solid standing to bear the load of the Equipment and the weight of any motor vehicles used by LHL in delivering/collecting the Equipment.
 - b) suitable access is available for the delivery and collection of the Equipment, free from all obstructions (e.g. overhead obstructions, trees or hedges).
 - c) suitable arrangements are made at the Site to ensure that any buried pipes or other concealed services do not sustain damage as a result of the transport used for erection/installation and/or dismantling/removal of the Equipment.
 - d) all necessary arrangements are made at the site for the provisions and installation of any connections required to mains services (unless otherwise agreed in writing).
 - e) there is adequate ventilation to maintain ambient temperature to a maximum 22°c.
 - f) no attempt to modify or move equipment following set-up by LHL without prior written agreement from LHL.
- 4.2 The Customer acknowledges that the Hire Charges are based on a maximum time for delivery and collection of 1 hour. In the event that additional time is required for delivery and collection arising from inadequate instructions provided by the Customer, LHL shall be entitled to charge the Customer the additional rate of £25 per hour (or part thereof) plus VAT.
- 4.3 The Customer acknowledges that LHL shall not be responsible for making good or repairing any damage to the Site however caused.
- 4.4 The Customer shall comply with all instructions given by LHL in respect of the use of the Equipment by it or third parties.
- 4.5 The Customer shall be responsible for ensuring that the Equipment is available for collection at the time and date agreed and that the Equipment is in the condition prevailing at the commencement of the Period (in a clean and tidy condition).
- 4.6 The Customer shall be responsible for and hereby indemnifies LHL against theft and/or any damage sustained to the Equipment during the Period (and any extension thereof) or unsuitable site conditions and/or soft ground due to inclement weather or any other conditions and/or restricted access then without limitation to any other right or remedy available to LHL.

5 CUSTOMERS' INSURANCE

- 5.1 The Customer shall be responsible for all claims actions or costs for personal injury and loss of or damages caused by or arising from their or their agents, employees, sub-contractors, customers or other third parties use of the Equipment. The Customer will indemnify LHL in respect of each and every claim and all actions proceedings costs claims and demands in respect thereof. The Customer agrees that it shall have public liability insurance providing a maximum limited indemnity of £2,000,000 in respect of the use of the Equipment.
- 5.2 The Customer shall be responsible for and insure all contents and/or property to be stored in or used in conjunction with any equipment supplied by LHL. LHL will not be held liable for any claims arising from unit failure, however caused.

6 HIRE CHARGES AND PAYMENT

- 6.1 Subject to any special terms agreed in writing between LHL and the Customer, LHL will be entitled to invoice the Customer for the Hire Charges and VAT at the rate prevailing on the date of LHL's invoice before on or at any time after the commencement of the Period.
- 6.2 The Customer shall pay the Hire Charges and VAT on receipt of LHL's invoice.
- 6.3 Time of payment of the Hire Charges and VAT shall be the essence of the Contract.
- 6.4 If the Customer fails to make payment on the Due Date then without prejudice to any other right or remedy available to it, LHL shall be entitled to:-
 - a) cancel the Contract and/or suspend the provision of any further Equipment on hire to the customer; and
 - b) charge the Customer interest (before and after any judgment) on the amount unpaid at the rate of 4% per annum above Lloyds TSB Bank base rate from time to time until payment in full is made (part of the month being treated as a full month for the purpose of calculating interest).

7 WARRANTIES AND LIABILITIES

- 7.1 LHL warrants that it shall deliver and collect the Equipment on the dates quoted and confirmed in writing by it. Any times quoted or given are approximate only.
- 7.2 LHL warrants that the Equipment shall be delivered to the Customer in a clean and tidy condition.
- 7.3 Term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims through consequential compensation whatsoever (and whether caused by the negligence of LHL's employees, sub-contractors or agents or otherwise) which arise out of or in connection with the supply of the Equipment except as expressly provided in these Conditions.
- 7.4 Any liability of LHL hereunder for any delay in performing or failure to perform any of LHL's obligations in relation to the provision of the Equipment shall be limited to the excess (if any) over the Hire Charges of the cost to the Customer in the cheapest available market for the supply of similar equipment to replace the Equipment.
- 7.5 Where the provision of the Equipment is to be supplied under a consumer transaction (as defined by the Consumer Transactions (Restricted on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.
- 7.6 Notwithstanding clauses 7.3, 7.4 and 7.5 above, nothing contained herein is intended to nor will limit LHL's liability in respect of death or personal injury caused by LHL's employees, sub-contractors or agents.
- 7.7 Any malfunction / breakdown must be reported to LHL immediately who will attempt to rectify the issue as soon as possible. Under no circumstances must the customer attempt any repair whatsoever without the consent from LHL.

8 TERMINATION

- 8.1 Without prejudice to any other right or remedy available to it, LHL shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of LHL to the Customer and if the Equipment has been provided on hire to the Customer but not paid for, then the Hire Charges and VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:
 - a) The customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction).
 - b) an encumbrance takes possession or a receiver is appointed over any of the property or assets of the Customer.
 - c) a Customer (not a consumer within the meaning of the Unfair Contract Terms Act 1977) ceases or threatens to cease to carry on business.
 - d) the Customer breaches any of the Conditions.
 - e) LHL reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9 FORCE MAJEURE

Save as otherwise provided herein, neither party shall be liable for any default due to any act of God, nor strike, lock-out, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of either party.

10 GENERAL

- 10.1 Any reference in these conditions to any provision of a statute shall be construed as reference to that provision as amended, re-enacted or extended at the relevant time.
- 10.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.
- 10.3 No waiver by LHL of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 No failure of LHL to exercise any power given to it or to exist upon the strict compliance by the Customer with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of LHL's rights under this Contract.
- 10.5 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts. LHL shall be under no liability under any warranty condition or guarantee if the Hire Charges and VAT have not been paid by the Due Date.
- 10.6 LHL shall not be liable to the Customer by any reason of any representation or any implied warranty condition or other.