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TMS Standard Terms & Conditions for Hiring and Selling Products

1 Introduction

- a This is a contract for you to hire equipment from us. We are hiring the equipment only to you. You must not sell, lend or hire it to anyone else.
- b We have agreed with you:
 - The details of the equipment for;
 - the deposit and hire charges;
 - the site address (if this applies);
 - the cost of delivery & collection (including waiting time) and other services (if these apply)
- c If you are hiring equipment from us to use in your business, all of the conditions of this contract apply to you, apart from the conditions in paragraph 16 'Hire as a consumer'.
- d If you are hiring equipment from us only for private , domestic purposes, the law gives you, as a consumer, certain rights and protections. In paragraph 16 'Hire as a consumer' we have set out some different conditions that will apply to you if you are hiring equipment as a consumer. **Please ensure you read all of the conditions, particularly those that cover your responsibilities if the equipment is stolen or damaged while you are hiring it.**

2 Collecting and returning the equipment

- a Unless we agree otherwise with you, you are responsible for collecting the equipment from us and for returning it to our depot at the end of the hire period. The equipment is your responsibility from the time we hand it over to you at our depot.
- b Our staff will sign for the equipment you return to us, which then becomes our responsibility.

3 Delivery, collection and other services on site

- a If we agree with you to deliver equipment on site, the equipment is your responsibility from the time we have unloaded it on site.
- b If we agree with you to deliver or collect equipment or to provide other services on site you must pay for the delivery, collection or other services on top of the hire charges. If our staff have to wait on site before making a delivery or collection or before providing other services, we will also be entitled to charge for waiting time at the agreed rate.
- c You are responsible for cleaning and preparing the site to make it safe and ready for our equipment.
- d We will make every effort to deliver or collect equipment or to provide other services at the time agreed with you. However, we cannot accept responsibility for any costs or expenses you have if we are not able to do so for reasons beyond our control.
- e You must make sure that you (or your representatives) are available on site to oversee the delivery or collection of the equipment, or our other services.
- f If the equipment needs to be installed on site, you will be responsible for arranging this. Installation must be carried out by competent, properly-qualified and supervised staff.
- g If we with you to collect equipment from site. Our staff will sign for the equipment when it is collected. The equipment is our responsibility once our staff sign for it. We will check the equipment once it comes back to our depot to make sure that it is clean, not damaged and working properly.

4 Condition of the equipment when you return it or we collect it

- a You must return the equipment to us (or make it available for us to collect) clean, undamaged and working properly.
- b If you do not return the equipment to us (or make available for us to collect) clean, undamaged you will be responsible for our reasonable costs for any repair or cleaning (or both), which we have to carry out in order to be able to re-release it for hire. We reserve the right to retain your deposit if the returned equipment fails to meet our quality control inspection.

5 Access and safety on site

- a You must ensure that there is adequate and safe access to the site so we can deliver or collect the equipment or provide other services on site. You must ensure that there are suitable loading and unloading facilities.
- b When our staff are on your site to deliver or collect equipment or to provide other services, they are under your direction and control. You must ensure that they can work safely and efficiently on your site.
- c You will be responsible for any damage or injury caused to, or by, our staff, vehicles or equipment while on your site (unless our staff have been negligent or failed to follow your proper instructions).

6 Using the equipment safely

- a If the equipment causes damage of injury to any person or property, you must let us know immediately.
- b If the equipment is damaged while you are using it, you must stop using it straight away and must let us know immediately.
- c While you have the equipment. You are responsible for making sure it is used safely, correctly and reasonably, in just the same way as you would be if you owned the equipment. You must ensure that the equipment is used only by a competent,

properly-qualified and supervised operator. You must follow any instructions the we give you on using the equipment safely and correctly.

d You are responsible for carrying out routine safety checks on the equipment.

7 Maintaining the equipment

- a While you have the equipment, you are responsible for its running maintenance, such as lubrication. You must carry our running maintenance whenever necessary to ensure that the equipment is not suffering from too much wear and tear, or being used in a way that is damaging it.
- b We will tell you if a service of the equipment is due while you have it. We will arrange to come to the site to carry out the servicing.

8 Breakdown

- a If the equipment fails or breaks down, you must let us know immediately.
- b You will be responsible for all hire charges up to the time you let us know the equipment has broken down. Apart from under paragraph 8c, we will make an allowance against the hire charges for idle time ('idle time' is the time during which you cannot use the equipment). The allowance will start from the time you let us know about the breakdown.
- c We will not give an allowance for idle time if a breakdown has been caused by your negligence or failure to follow instructions that we give you on using the equipment. You will also be responsible for our reasonable costs for repairing the equipment.

9 Protecting the equipment

- a The equipment must stay in your possession and control at all times. If we ask you to do so, you must provide us with the location address of the equipment. You must not move the equipment off site and allow us access to the equipment whenever we reasonably require it.
- b While you have the equipment, you are responsible for looking after it and taking reasonable steps to protect it. , in just the same way as you would if you owned the equipment; in particular:
 - you must take reasonable steps to keep the equipment secure and
 - you must take reasonable steps to avoid damage to the equipment
 - c While you have the equipment you must not:
 - modify or adapt the equipment or remove any labels
 - repair or attempt to repair the equipment without our prior permission (this does not prevent you from carrying out necessary running maintenance such as lubrication); or
 - continue to use the equipment if it has been damaged

10 Loss, damage and insurance

- a While you have the equipment, you will be responsible for fire, theft and damage (accidental or otherwise) to the equipment. Your responsibility continues until we have signed for the equipment when you return it to us (or we collect it from you). This means that your responsibility for the equipment continues while it is your possession and control, even if you hold us that the equipment is off hire (equipment is 'off hire' when you have actioned its return).
- b If the equipment is stolen or damaged beyond economic repair (accidentally or otherwise) while you have it, you must let us know immediately. You will be responsible for paying us
 - the manufacturers list price for the equipment, less a reasonable allowance representing the fair wear and tear to the equipment we hired to you and
 - two thirds of our standard hire charges for the period from the theft or damage until the time we receive your payment for the amount mentioned in the paragraph above.

We recommend that you check your insurance to ensure that it covers your responsibilities.

- c You are not responsible for fair wear and tear to the equipment while you have it. Neither are you responsible for any damage to the equipment which results from a fault in the equipment or from our negligence or failure to keep to our responsibilities under this contract.

11 Deposit

- a We can ask you to pay a deposit for the equipment.
- b If you return the equipment to us (or make it available for us to collect) on time and clean, undamaged and working properly, we will refund the deposit to you.
- c If you fail to return the equipment to us (or make it available for us to collect) clean, undamaged and working properly, we will keep some or all of the deposit to cover our reasonable costs for any repair or cleaning (or both) which we will have to carry out in order to re-release the equipment for hire.

12 Hire charges

- a We have agreed with you the weekly hire rates.

- b You must pay the weekly hire charges (without taking off any amounts) during the following periods
 - If we agree to deliver or collect the equipment, you must pay the hire charges from the day we deliver the equipment to your site up to (and including) the collection is actioned.
 - If you collect the equipment from our depot, you must pay the hire charges from the day you collect the equipment up to (and including) the day the equipment is returned.
- c If we have agreed with you a weekly hire rate, you must pay at least one week's hire (even if you return the equipment before the end of the first week). If you take the equipment off hire part-way through the second or any following week, we will charge you for an additional week's hire.
- d Unless we agree otherwise, you must pay all amounts you owe us in relation to hiring equipment prior to delivery of the equipment to your site.. If the hire continues for longer than the agreed period, the hire rate is chargeable at the end of each additional week.
- e You must return equipment to us during our advertised opening hours. Failure to return equipment within the agreed hire period and during our advertised opening hours may result in additional charges.

13 Ending this contract

- a Unless we have agreed a fixed period of hire, you can end this contract at any time by
 - returning the equipment to us at our depot, or
 - collection of the equipment has been actioned
- b If we have agreed a fixed period of hire, you must return the equipment to us (or make it available for collection) during our advertised opening hours on the last day of the fixed period.
- c If you do not return the equipment to us (or make it available for us to collect) when the contract ends, you authorise us to visit any premises where we believe the equipment is kept in order that we can repossess it. You will have to pay our reasonable costs of collecting the equipment. If you are a consumer, we will not visit your premises to repossess the equipment unless we obtain a court order authorising us to do so.

14 Limits on liability

- a We take account of a number of things when we set our hire charges. One of the factors is the extent of our liability to you if something goes wrong.
- b Our total liability to you in connection with you hiring the equipment is limited to three times the total amount of hire charges you have paid for the equipment at the time of the event giving rise to our liability.
- c We will have no liability to you at all for the following losses:
 - Loss of revenue
 - Loss of profits
 - Loss of goodwill (such as customer loyalty)
 - Loss if business
 - Loss of expected savings
 - Loss of production
- Any loss which would not naturally have been expected to result from our actions.
- d The limit to our liability applies no matter whether our liability has arisen because we have not kept to our responsibilities under this contract, have been negligent, or for some other reason.
- e If you believe you have grounds to make a claim against us you must notify us in writing as soon as you can (and within six months of finding out about your claim) in order for us to properly investigate it.
- f By law we are not permitted to limit our liability for death or personal injury resulting from our negligence. So, paragraph 14 is not intended to limit our liability for death or personal injury.

15 Buying equipment and consumables

- a If we agree to sell you the equipment or any consumables (for example, adaptors, guying sets or similar equipment associated with using the equipment), the following conditions will apply.
 - We will agree with you the price of the equipment and consumables. If we do not do this, the price will be set out in our standard price list that applies at the date you order the equipment or consumables.
 - Any time or date for delivering the equipment and consumables is only an estimate and we do not have to keep to it.
 - We will stop being responsible for loss or damage to the equipment and consumables when we deliver them to you.
 - Ownership of the equipment and consumables will not pass to you until we have received your payment for the equipment and consumables together with payment of any other amounts you owe us under any other contracts we have with you. We will be able to take the equipment and consumables back if you fail to pay us on time, go into liquidation (whether voluntary or compulsory), enter into an agreement with your creditors, or have a receiver, administrative receiver or administrator appointed over all or any part of your assets, or if we have good reasons to believe you will not be able to pay.
 - We guarantee the equipment and consumables will be satisfactory quality. Our guarantee does not cover the quality of

equipment which we have told you about or which you should have been aware of after having an opportunity to examine the equipment.

- Our total liability to you in connection with selling the equipment and consumables is limited to an amount equal to the price you paid (or are due to pay) for the equipment and consumables. The limit to our liability applies no matter whether our liability has arisen because we have not kept to our responsibilities under this contract, because we have been negligent, or for some other reason.

We will have no liability to you at all for the following losses:

- Loss of profits
- Loss of goodwill (such as customer loyalty)
- Loss of business
- Loss of expected savings
- Loss of expected savings
- Loss of production
- Any loss which would not naturally have been expected to result from our actions.

16 Hire as a customer

- a If you are hiring equipment from us for domestic purposes, you will be dealing with us as a 'consumer'. The conditions set out in this paragraph apply only to our customers who are consumers.
- b You must read the conditions set out in the paragraph with the rest of this contract. The rest of the contract still applies to you, but you have the benefit of the more favourable conditions set out below.

c Safety and maintenance

We acknowledge that you are unlikely to have any specialist knowledge of using and maintaining the equipment safely and correctly. However, we expect you to:

- follow any instructions we give you on using the equipment safely and correctly, and maintaining it; and
- use and maintain the equipment sensibly, as it is reasonable for us for us to expect from someone without specialist knowledge.

If you are not sure about how to use or maintain the equipment, contact us for advice.

d Loss, damage and insurance

If the equipment is stolen or damaged beyond economic repair (accidentally or otherwise) while you have it, you will be responsible for paying us the manufacturer's recommended list price for the equipment, less a reasonable allowance for fair wear and tear. You will not be responsible for paying more hire charges once you have told us that the equipment has been stolen or damaged beyond economic repair. We recommend that you ensure that you have insurance cover against your liability.

e Liability

If either you or we fail to keep to our responsibilities under this contract, neither of us will be responsible for any losses that the other suffers as a result, apart from those losses which would naturally have been expected to result from our actions. The limits on liability in paragraph 14 will not apply to you.

f Buying equipment and consumables

Paragraph 15 will not apply to you if you buy any equipment or consumables from us.

g Consumer Credit Act 1974

This contract is not regulated by the Consumer Credit Act 1974, therefore you only permitted to hire equipment and return it to us within a three month period. Hire periods in excess of three months will be subject to a renewed contract.

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I hereby acknowledge that I have read and understood the terms and conditions set out above.

Signed:.....Date:.....

Print name:[Office use]:.....