

1. **Terms and Conditions of This Website**

2. In these conditions the following words have the following meanings:

- 2.1. "Contract" means a contract which incorporates these conditions and made between the Company and the Client for Services or the hire of Hire Equipment;
- 2.2. "Deposit" means any advance payment required by the Company in relation to a contract which is to be held by the Company as security;
- 2.3. "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub- contractors, lock-outs, riots, civil commotion, malicious damage, explosion;
- 2.4. "Hire" means any item, together with any accessories hired to the Client as specified in a Contract;
- 2.5. "Hire Period" means the period commencing when the Client holds the Hire Equipment on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Equipment by the Client into the Companies possession; or (ii) the physical repossession or collection of Hire Equipment by the Company;
- 2.6. "Liability" means liability for any and all damages, laims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
- 2.7. "Rental" means our charging rate for the hire of the Hire Equipment which is current from time to time during the Hire Period;
- 2.8. "Services" means the services and/or work (if any) to be performed by the Company for the Client in conjunction with the hire of Hire Equipment including any delivery and/or collection.
- 2.9. "We" or "the Company" means "This Website" or any of its associated companies, as specified in the Contract and will include its employees, agents and/or duly authorised representatives;
- 2.10. "The Client" or "you" means the person, firm, company or other organisation engaging the Companies services or hiring Hire Equipment, and "your" shall be construed accordingly;
- 2.11. "Hire Equipment" means any item, together with any accessories hired to the Client as specified in a Contract.

3. **Services**

- 3.1. The Company agrees to provide general services.

4. **Basis of Contract**

- 4.1. Services are engaged subject to them being available for engagement at the time required by the Client. The Company will not be liable for any loss suffered by the Client because the Services are unavailable for engagement where this is due to circumstances beyond our control.
- 4.2. Hire Equipment are hired subject to them being available for hire at the time required by the Client. The Company will not be liable for any loss suffered by the Client because the Hire Equipment is unavailable for hire where this is due to circumstances beyond our control.
- 4.3. If the Client is an individual and the hire would be covered by the Consumer Credit Act 1974 the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Equipment is not covered by the Consumer Credit Act 1974.
- 4.4. Nothing in this Contract shall exclude or limit any of the Client's statutory rights to the extent they may not be excluded or limited because the Client is acting as a consumer. Where the Client is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts, have no force or effect. For further information about the Client's statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

5. **Price of Services**

- 5.1. The price of the service provided to the client by the Company shall be based upon the Fees by reference to Time Spent or as agreed out the outset of order.
- 5.2. The Company keep a record of the time spent upon clients business, by both our employees and their assistants ("fee earners"). The Client will be advised as to the fee per hour of the fee earners who are likely to work on the Clients case.
- 5.3. Our standard daily rate is between the hours of 9am to 6pm, Monday to Friday. Any hours worked outside of these hours have an additional 20% fee. After midnight a further 10% and Bank holidays and Weekends 25%

6. Assessment of Charges

- 6.1. Some work, in which the time to be spent can be predicted with confidence, can be the subject of a fixed quotation. In other types of work The Company are only able to give an estimate of the cost, based upon the information known from the outset. If circumstances change resulting in additional work that could not have been foreseen, The Company will agree with the Client the basis of fee for the additional work.

7. Payment

- 7.1. The Company will invoice the Client for the current price of the service upon completion, or at agreed stages.
- 7.2. Payment will be before commencement of services. Subject to credit being allowed to the Client by the Company invoices shall be payable within 30 days of the invoice date.
- 7.3. You shall pay to us the Rental, charges for any Services, and/or any other sums payable under the Contract at the time and in the manner agreed. Our prices are, unless otherwise stated, exclusive of any applicable VAT which you shall also pay.
- 7.4. Payments by you on time are an essential condition of the Contract. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
- 7.5. *If you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of HSBC Bank plc. This interest shall be compounded with quarterly rests.
- 7.6. *You shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 7.7. We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the Contract if allowing it to continue would result in you exceeding your credit limit or the credit limit is already exceeded.
- 7.8. The client shall indemnify the Company against any legal costs which it may reasonably incur to recover its invoice sum. In matters in which The Company hold monies due to the Client The Company reserve the right to retain monies with which to pay accounts delivered and to account to the Client for the balance.
- 7.9. Upon the Company and their clients agreement of supplying one weeks service this would be a seven day period, the Company shall have access and be able to retrieve their equipment on or before the seventh day, upon the Company not having access and not being able to retrieve the equipment the Company will be entitle to charge any part of the following weeks period as a full week i.e. seven days, until such time as the Company have the equipment back in their possession.
- 7.10. The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to you. Where a Deposit is required, it must be paid in advance of you hiring the Hire Equipment. We may also require an initial payment on account of the Rental in advance of you hiring the Hire Equipment.

8. Expenses

- 8.1. Expenses that occur on or as part of the case, as an external expense to the Company. Including fees paid to third parties for such matters as expert's reports, registration fees. The Company reserve the right to ask the Client to fund proper expenses incurred or to be incurred in connection with the client's affairs, as and when they arise.
- 8.2. Mileage 60pence per mile.

9. Risk Ownership and Insurance

- 9.1. Risk in the Hire Equipment will pass immediately to you when they leave our physical possession or control.
- 9.2. Risk in the Hire Equipment will not pass back to us until they are back in our physical possession. This shall apply even if we have agreed to cease charging the Rental.
- 9.3. Ownership of the Hire Equipment remains with us at all times. You have no right, title or interest in the Hire Equipment except that they are hired to you.
- 9.4. You must not deal with the ownership or any interest in the Hire Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However you may re-hire the Hire Equipment to a third party with our prior written consent.
- 9.5. We may provide reasonably priced insurance of the Hire Equipment at additional cost to the Rental. Alternatively we may require you to insure the Hire Equipment on such reasonable terms and for such reasonable risks as we may specify. The proceeds of any such insurance shall be held by you in trust for us and be paid to us on demand. You must not compromise any claim in respect of the Hire Equipment and/or any associated insurance without our written consent.

10. Delivery, Collection and Services

- 10.1. It is your responsibility to collect the Hire Equipment from us and return them to us at the end of the Hire Period. If we agree to deliver or collect the Hire Equipment to and/or from you, we will do so at our standard delivery cost and such delivery and/or collection will form part of the Services.
- 10.2. Where we provide Services the persons performing the Services are deemed to be your servants or agents and they are under your direction and control. You shall be solely responsible for any instruction, guidance and/or advice given by you to any such person and for any damage which occurs as a result of such person following your instructions, guidance and/or advice except to the extent that such person is negligent.
- 10.3. You will allow and/or procure sufficient access to and from the relevant site and sufficient unloading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
- 10.4. If any Services are delayed, postponed and/or cancelled due to you failing to comply with your obligations you will be liable to pay our additional standard charges from time to time for such delay, postponement and/or cancellation except where you are acting as a consumer and the delay is due to a Force Majeure event.

11. Care of Hire Equipment

11.1. You shall:-

- 11.1.1. not remove any labels from and/or interfere with the Hire Equipment, their working mechanisms or any other parts of them and take reasonable care of the Hire Equipment and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to you;
- 11.1.2. notify us immediately after any breakdown, loss and/or damage to the Hire Equipment;
- 11.1.3. take adequate and proper measures to protect the Hire Equipment from theft, damage and/or other risks;
- 11.1.4. notify us of any change of your address and upon our request provide details of the location of the Hire Equipment;
- 11.1.5. permit us at all reasonable times to inspect the Hire Equipment including procuring access to any property where the Hire Equipment are situated;
- 11.1.6. keep the Hire Equipment at all times in your possession and control and not remove the Hire Equipment from the United Kingdom without our prior written consent;
- 11.1.7. be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Equipment required by any legislation, best practice and/or operating instructions except to the extent that we have agreed to provide them as part of any Services;

- 11.1.8. not do or omit to do any thing which will or may be deemed to invalidate any policy of insurance related to the Hire Equipment which is notified to you;
- 11.1.9. not continue to use Hire Equipment where they have been damaged and will notify us immediately if the Hire Equipment are involved in an accident resulting in damage to the Hire Equipment, other property and/or injury to any person; and
- 11.1.10. where the Hire Equipment require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Equipment are properly installed by a qualified and competent person.
- 11.1.11. the Hire Equipment must be returned by you in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Equipment.

12. Loss or Damage to the Hire Equipment

- 12.1. If the Hire Equipment are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Hire Equipment to a condition fit for re-hire and to pay the Rental, in accordance with clause 12.3, until such repairs and/or cleaning have been completed.
- 12.2. You will pay to us the replacement cost of any Hire Equipment which are lost for whatever reason, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to us under any policy of insurance taken out in accordance with these conditions.
- 12.3. You shall pay the Rental up to and including the date you notify us that the Hire Equipment have been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Hire Equipment you shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages equal to two thirds of the Rental that would have applied for such Hire Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Hire Equipment as quickly as possible using the monies paid under clause 12.2.

13. Liability

- 13.1. The Company shall not be liable for loss and/or damages sustained by the client by reason of any cause whatsoever.
- 13.2. The Company shall not be liable for loss and/or damage sustained by the Client resulting from any acts, errors or omissions by the Company or its employees.
- 13.3. The Company shall not be liable for loss and/or damage sustained by the Client resulting from any reliance placed upon information provided to the Client by the Company.

14. Termination of Retainer

- 14.1. If these terms of business are not complied with The Company reserve the right to suspend work on your file and any other current file and /or withdraw from the retainer.

15. Personal Responsibility For Costs

- 15.1. The Company are obliged by professional rules to inform our clients in contentious Company matters:-
 - 15.1.1. they will remain personally responsible for their solicitors costs regardless of any Order made for costs against an opponent.
 - 15.1.2. of the probability that if they lose they will have to pay their opponents costs as well as their own.
 - 15.1.3. that if they win an Order for costs against their opponent, is not likely to cover all their costs incurred with their own solicitor and their opponent may not be capable of paying what he has been ordered to pay.
 - 15.1.4. if their opponent is legally aided they are unlikely to be entitled to enforce an Order for costs made against him.

16. **Equipment**

16.1. If there is any lost or damage to any of the Company equipment used, whilst carrying out our services and in the care and custody of the client, the client will be liable for the total costs of repair or replacement of any of the equipment.

17. **Complaints**

17.1. It is the intention of the Company that our clients receive the best possible service. The Company regard it as essential therefore that if a client is dissatisfied, the Company should learn of that dissatisfaction as quickly as possible in order to take any possible remedial step.

17.2. If the Client have any reason to be unhappy with the work carried out on your behalf the Client must raise the matter immediately with the person carrying out the work. If the matter is not resolved to the your satisfaction or if the Client feel unable to raise it with the fee earner who is dealing with the matter then the Client must raise the matter with a senior member of the Company.

17.3. The senior member of the Company the Client contact will listen to the circumstances and agree with the Client the action that is to be taken. She will then investigate the matter and will write to the Client with an explanation as to what action can be taken. If The Company cannot satisfy the Client in this way there are other courses available to the Client upon which the Client will need to take advice from an independent solicitor. The Company hope this procedure will contribute towards the high level of service The Company endeavour to supply to our clients.

18. **Law**

18.1. The client agrees that the client is solely responsible for complying with any laws, taxes and tariffs applicable in any way to the services contemplated herein. The client will hold harmless, protect and defend the Company and its subcontractors and agents from any claim, suit, penalty, tax, fine or tariff or any failure to comply with any such laws, taxes and tariffs.

19. **Proper Law**

19.1. These terms and conditions shall be governed by English Law and any dispute arising out of or in connection with the same shall be determined by the English Courts.

19.2. By the client placing an order for our services or equipment the client agrees to the Company terms and conditions.

20. **Cancellation**

20.1. The client agrees to provide 48 hours notice of cancellation of any booked time or services and to accept billing for services booked should such notice not be given. The client may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the client may have or allege to have for any reason whatsoever, or be due any monies back which are held by the Company as an upfront payment for services. Anything less than 48 hours notice there will be NO REFUND of any monies, 48 hours notice or more.

20.2. 50% cancellation fee will be charged.

21. **Miscellaneous**

21.1. You agree to inform anyone who you may record that their Internet and PC Activity/Phone Activity/Vehicle activity is subject to being recorded and archived.

21.2. You agree to install equipment ONLY on a computer/phone/vehicle that you own. You agree to NOT install this equipment on any computer/phone/vehicle you do not own.