

CONDITIONS FOR HIRE AND SALE OF PRODUCTS TO CONSUMERS AND BUSINESSES

Modular and Portable Building Association Ltd Model Conditions of Hire (Re-issued 2011)

These Model Conditions for the hiring of modular and portable buildings and ancillary equipment are approved and published by the Modular and Portable Building Association Ltd.

1.0 Definition of Terms

- 1.1 "The Owner" is the Company, firm or person(s) letting the equipment on hire and includes its or their successors.
- 1.2 "The Hirer" is the company, firm or person(s) corporation or authority specified in the Hire Contract and includes its or their successors or personal representative.
- 1.3 "Equipment" covers all the classes of prefabricated and portable buildings, erectable structures, accessories and ancillary equipment, which The Owner agreed to hire to The Hirer.
- 1.4 "Hire Contract" means the document or documents that contain these conditions and the other terms and details forming the hire agreement between The Hirer and The Owner.

2.0 Availability of Units

- 2.1 All Equipment is offered subject to availability at the date of receipt of the Hirers official order or written instruction.

3.0 Extent of Contract

- 3.1 No conditions or warranties other than herein specifically set forth shall be implied, unless specifically stated.

4.0 Contents, Licences and Permissions

- 4.1 The Hirer shall obtain all permissions, consents and licences required for the Equipment under any statute, regulations or bylaw and in due time comply with any conditions imposed in respect thereof.

5.0 Delivery in Good Order Suitability.

- 5.1 The Equipment shall be deemed to be in good order and condition in accordance with the terms and contract and to the Hirer's satisfaction unless the Owner receives notification within three days of practical completion of the Equipment being delivered to site.
- 5.2 No warranty is given that the Equipment is suitable for the purpose required by the Hirer.

6.0 Access Route

- 6.1 The Hirer will provide a safe and suitable access route for all support vehicles and personnel during delivery and collection. It is the responsibility of the Hirer to ensure the ground conditions are safe and adequate for all support vehicles and to provide the necessary equipment to carry out this operation.

7.0 Loading & Unloading

- 7.1. The Hirer shall be responsible for the unloading and reloading of the Equipment on site and any driver supplied by The Owner shall be deemed to be under the Hirers control and the Hirer shall be responsible for any damage caused.

8.0 Connection of Main Services

- 8.1. Connection and disconnection of main services on site is the responsibility of the Hirer.
- 8.2 The Hirer shall be responsible for complying with all relevant laws, bylaws, regulations and statutory undertakings applicable to the use and operation of the Equipment including formal visual and operational testing.

9.0 Maintenance, Care and Alterations

- 9.1 The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of the delivery using the same in a workmanlike manner and returning the Equipment on completion of hire in a good and clean condition (fair wear and tear accepted). Any loss and damage to the Equipment shall be charged to the Hirer.

10.0 Inspection

- 10.1 The Hirer shall at all times allow the Owner, its employees, servants, agents and/or sub contractors to have reasonable access to the Equipment to inspect, test, adjust, repair or replace the same.

11.0 Periods of Hire

- 11.1 Unless otherwise provided for in this Agreement, the period of hire commences on the day the Equipment leaves the Owners premises and terminates on the day it is received back there or on a site nominated by the Owner, both days being included in the period of hire.

12.0 Termination

- 12.1 The Hire Contract shall be terminable by the Hirer giving to the Owner written notice. The relevant notice period shall be 7 days.

Unless otherwise specified in writing on the Hire Contract, the Hirer shall be responsible for rental of the Equipment for the minimum period as specified within this Hire Contract whether the hiring of the Equipment actually continues or not.

- 12.2 The Owner shall be entitled to terminate the Agreement forthwith and repossess the Equipment (i) in the event of the failure of the Hirer to comply with any of the conditions herein contained, or (ii) if any proceedings are commenced in which the solvency of The Hirer is called into question. Such termination will not affect the Owners rights to recover from the Hirer any money due under this Agreement or damages for breach of contract.
- 12.3 It is the responsibility of The Hirer to make the Equipment available to the Owner, its employees, servants, agents and/or subcontractors at the end of the termination of the hire period.
- 12.4 If the hire is terminated prematurely the Owner is entitled to payment in full for the minimum hire period as stated on the Hire Contact.

13.0 Loss and Damage

- 13.1 During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Equipment or extra chargeable items from whatever the cause the same may arise (fair wear and tear accepted). The hire period will be deemed to continue until a lost, stolen or damaged unit is paid for.
- 13.2 The Owner accepts no liability or responsibility for any loss or damage due to or arising from the Equipment becoming unusable or uninhabitable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the equipment and its contents, or through failure of the Equipment due to inadequate foundations having been provided by the Hirer or its not having been erected in a proper manner.
- 13.3 The Owner does not accept liability for any costs incurred by the Hirer due to the delay or cancellation of a delivery, installation, dismantle or collection caused by inclement weather or any other occurrences outside the direct control of the Owner.
- 13.4 The Owner reserves all rights to charge the Hirer for all costs the Owner has incurred due to the delay or cancellation of a delivery, installation, dismantle or collection, caused by inclement weather, or any other occurrence outside the direct control of the Owner.
- 13.5 The Hirer shall insure all the Owners employees, servants, agents and/or sub contractors whilst on the Hirer's site/property against all acts of negligence.
- 13.6 The Owner shall advise the Hirer of any damage found to the Equipment or missing extra chargeable items within 3 working days of the return of the Equipment. If the damage or shortage is disputed the Hirer shall have 5 working days to inspect the damage at the Owner's nominated location.

14.0 Insurance

- 14.1 The Hirer shall issue and keep the Owner's Equipment and its accessories comprehensively insured to the full replacement value thereof during the full period of the hire against all normal risks including loss or damage by fire, accident, or any other cause and to ensure that the Owner's interest in the Equipment is noted on the insurance Policy. The Hirer hereby irrevocably appoints the Owner to be the Hirer's sole agents and the only persons to receive all moneys payable under such insurance and to negotiate, agree or compromise with the insurers as to the amounts so payable. Any insurance money payable shall be applied as follows:
- 14.2 If the Equipment is damaged and in the opinion of the insurers it can be economically repaired, in making good the damage.
- 14.3 In any case, at the option of the Owner either in replacement by other similar equipment to which the Agreement shall then apply or in compensating the Owner for all loss suffered as a result of the loss or damage, any surplus being paid to, and any deficiency being made up by the Hirer.
- 14.4 Indemnify the Owner in respect of any claim made against the Owner and all damages, costs and expenses suffered or incurred by the Owner as a result of any claim by a third party in respect of the state, condition or use of the Equipment or in anyway arising out of its hire under this Agreement.
- 14.5 It is the responsibility of the Hirer to insure his/her own contents. No liability will be attached to the Owner for any consequential loss (including loss of profit and/or loss of contract) or damage to the contents due to any failure in the Equipment.

15.0 Consequential Loss to Third Party and to the Owner.

- 15.1 No liability will attach to the Owner for any consequential loss (including loss or profit and/or loss of Contract) or damage due to any failure in the Equipment or non-arrival or late delivery of the Equipment or any breach of the agreement/ contract whatever by the Owner for any cause whatever, including the negligence of the Owner or it's employees, servants, agents, and/or contractors.

16.0 Rental and Payment Terms

- 16.1 The hire charges payable under this Agreement shall be paid by the Hirer punctually to the Owner during the continuance of the hire period (as defined in clause 11.1) an no allowance or deduction shall be permitted from such hire charges in respect of any period where for whatever reason the Equipment shall not be used by the Hirer.
- 16.2 Odd days at the end of the hire period shall be charged as a complete week at the discretion of the Owner.
- 16.3 The Owner reserves the right to amend hire rates by giving one calendar months notice in writing to the Hirer at any time after the minimum hire period stated on the contract has expired.
- 16.4 If any or all payments under this Agreement are not made when due the Owner will be entitled to interest on the amount that is overdue at a rate per annum compound of four per cent (4%) above the prevailing base rate of the **Royal Bank of Scotland Plc** calculated on a daily basis without prejudice to any other rights or remedies the Owner may have. The Hirer will also pay all charges and costs the Owner reasonably incurs in the recovery of the outstanding money or Equipment.
- 16.5 Payment terms are strictly within 30 days of invoice (unless stated on the Contract).

17.0 Transport

- 17.1 The Hirer shall pay the cost of the transport of the Equipment from the Owner's depot to the site and return to the named depot or any other site nominated by the Owner on completion of the hire period unless specifically stated otherwise on the Contract.
- 17.2 The Hirer will pay for any additional time and attendance including any pre-arranged delivery or collection attempts by the Owner, which are unsuccessful due to the acts and/or omissions of the Hirer.
- 17.3 The Owner accepts no liability for any cost incurred by the Hirer due to delay or cancellation of a delivery or collection due to inclement weather and reserves the right to charge the Hirer for any costs incurred through such delay or cancellation.

18.0 Sub-Let and Change of Site

- 18.1 Except as provided for in clause 18.2 the Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Equipment or its contents and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damages, cost, charges and expenses that may be occasioned by any failure to observe and perform this condition except in the event of government requisition.
- 18.2 The Hirer shall not assign his rights hereunder no sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.
- 18.3 Except for Equipment mounted on a wheeled chassis the Hirer shall not move the Equipment from the site to which it is delivered or consigned unless prior written consent is obtained from the Owner.

19.0 Environment

- 19.2 The Owner reserves the right to charge the Hirer all the costs incurred for employing a Specialist Contractor to remove and dispose of any unidentifiable/hazardous waste, returned in the equipment.

20.0 Cancellation Charges

- 20.1 Should the Hirer cancel his/her order prior to the delivery of the equipment the Owner is entitled to payment for all preparation costs.

21.0 Identification Marks

- 21.1 The Owner retains the right to affix a mark or plate on the Equipment identifying it as the Owner's property and the Hirer shall not remove, deface or cover up the same.

22.0 Reserved Rights

- 22.1 If the Owner does not enforce any or all of these conditions it shall not amount to, or be interpreted as, a waiver or any of the Owner's rights.
- 22.2 If any term or condition in this Agreement is illegal or unenforceable, in whole or in part, the provision of part shall to the extent necessary be deemed not to form part of this Agreement and shall not affect the validity and enforceability of the remainder of this Agreement.

23.0 Headings

- 23.1 The headings shown are for reference only and they do not in any way alter or affect the interpretation of these Conditions.