



# MJ Wilson Group Limited

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## Hire Terms and Conditions of Business

### Definitions

In these Terms and Conditions, the following words shall have meanings herein ascribed to them:

'The Company' shall mean MJ Wilson Group Limited Registered in England under 10786160 situated at 36 High Street, Cleethorpes, North East Lincolnshire, DN35 8JN

'The Customer' shall mean any party with whom the Company enters into a contract made subject to these Terms and Conditions.

'Equipment' shall mean the subject matter of any agreement between the Company and the Customer

#### 1. Application

These Terms and Conditions shall take effect notwithstanding anything contained in any correspondence with the Customer.

#### 2. Rental Period

The minimum period of rental shall be one week. Thereafter the rental shall be deemed to continue from week to week or month to month until terminated by the Company under the terms hereof. A week shall mean seven consecutive days and a part of a week shall be treated as a complete week. The rental period shall commence when the Equipment is despatched from the Company's premises and shall continue until the end of the day upon which the Equipment is returned thereto, irrespective of the term set out in the Customer's order. It is the Customer's responsibility to inform the Company of the rental termination by telephone or fax before the day of termination. The return of the equipment shall be the responsibility of the Customer and the Company shall not be obliged to accept the return thereof outside normal working hours. It is the Customer's responsibility to obtain a written acceptance of receipt of the Equipment from an authorised member of the Company's staff.

#### 3. Payment of Rental

The Company may invoice rental payments in advance or retrospectively either weekly or monthly.

The Customer is to pay punctually and without demand deduction counter claim or set off to the Company at its address or to its order the Rental and all other sums due from the Customer to the Company within 30 days of the invoice date. In respect of any sums payable under this Agreement time shall be of the essence and it is a condition of this Agreement that failure to pay any sums due within 21 days after the due date shall be repudiation of this Agreement and the Company shall be entitled to enter upon the Customer's premises and to remove the equipment without notice to the Customer and the Company is hereby indemnified by the Customer in respect of all or any damage or loss to the Customer or any third party resulting from the exercise by the Company of its rights herein reserved.

#### 4. Delivery and Collection

It is the Customer's responsibility to arrange collection of the equipment from the Customer's premises at the Customer's own expense. The Customer may request the Company to effect delivery of the Equipment to the Customer's premises. If the Company agrees to do so then it shall be entitled to the charge for such delivery and return at its standard rates (details are available upon request and the Customer shall be deemed to have knowledge thereof and to agree to the same). The payment of such charges shall for all purposes be treated as rental payments. Transport provided by the Customer should be approved by the Company.

#### 5. Acceptance of Equipment

Howsoever the Equipment is delivered to the Customer's premises then it shall be deemed to have been accepted by the Customer as having been delivered in good working order and in complete accordance with the manufacturer's description unless within seventy-two hours of despatch of the Equipment from the Company's premises the Company receives notification in writing or by fax from the Customer to the contrary.

#### 6. Warranty

The Company agrees that upon request it will at the cost and expense of the Customer assign to the Customer the benefit of all express warranties granted in favour of the Company by the supplier of the Equipment of the manufacturer of them or any third party.  
The Equipment is selected by the Customer and acquired by the Company at the request of the Customer solely for the purpose of hiring the equipment to the Customer and save as above the Company does not let or supply the Equipment with

any representation concerning the condition performance or qualities of the Equipment or with or subject to any condition or warranty express or to be implied by statute description at common law or otherwise and all such representations conditions and warranties whether relating to the capacity age quality description condition leasing possession suitability of fitness of the Equipment for a particular or any purpose are excluded.

#### *The Company shall not be liable to the Customer:*

In contract or tort for loss or injury of damage arising by reason of any defects in the Equipment whether such defects be latent or apparent on examination (other than liability for death or personal injury arising from the negligence of the Company).

For any statement condition warranty or representation made by any supplier dealer agent broker or other person through whom this transaction may have been introduced negotiated or conducted and persons other than those in the employ of the Company have no authority express or implied to act as agent for any company.

Either for any loss whatever suffered by the Customer as a result of the Equipment or any part of them being unsuitable or to supply any replacement equipment during any period when the Equipment or part of them are unusable.

For any loss or damage incurred or sustained by the Customer in consequence of the Company terminating the hiring under clause 5 in retaking possession of the Equipment.

#### 7. Liability for Claims

The Customer has not notified to the Company any particular purpose of use to which the Company intends to put the equipment and the Company have not given to the Customer any warranty or assurance that the Equipment is fit or suitable for any particular purpose.

Damages to which the Customer may become entitled in any claim against the Company in any action whatsoever arising out of the Customer's use of the Equipment shall be limited in amount of the total amount of the rental payments paid by the Customer for the Equipment to the Company as at the date of commencement of such action. The Customer shall be responsible for and hold the Company fully indemnified against any loss damage or injury (including death) to any person or property arising in connection with the use by the Customer of the Equipment.

So far as admitted by law, the Company excludes all warranties relating to the Equipment and the Customer's use thereof save as specifically stated herein. Further the Company hereby withdraws any or all previously written representation made by it or any agent on its behalf and the Customer confirms that in entering into the Contract the Customer places no reliance upon any such representation.

#### 8. Ownership

The Equipment shall remain at all times the property of the Company and the Customer acknowledges that the Equipment is supplied to the Customer on a rental basis only without any option for its purchase.

#### 9. Customer's Obligation

*During the continuance of the rental period the Customer shall:*

Use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for them and to ensure that the Equipment is operated and used by proper skilled and trained personnel.

Keep the Equipment at its own expense and at all times in good repair condition and working order properly serviced and maintained and at its own cost and expense to obtain and fit all such new parts as shall from time to time be required (and if the Equipment comprise computer hardware or peripheral equipment to enter into and throughout the Lease Term to maintain an agreement (the terms of which shall be subject to the prior approval of the Company) with the manufacturers of the Equipment or the Company for their maintenance in accordance with the manufacturer's standards) and if any part of the Equipment is destroyed damaged or lost at the Customer's cost and expense to repair and replace them with replacements in such condition as to comply in all respects with the terms of this Agreement.

Make no alteration to the Equipment and not to remove any existing component

from the Equipment unless it is replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a like make and model to that removed or an improved or advanced version of it.

Provide throughout the Lease Term all computer software programs necessary or desirable for the use and operation of the Equipment.

Carry out or procure that there shall be carried out all the Company's obligations relating to the preparation of installation and acceptance of the Equipment contained in the contract under which the Company acquires the Equipment.

Keep or procure to be kept throughout the Lease Term accurate complete and current records of all maintenance carried out to the Equipment.

Obtain effect and keep effective all permissions licences and permits and to pay all rates rents taxes and charges which may from time to time be required in connection with the business of the Customer the Equipment and its use the premises where it is from time to time situated or kept this Agreement and the purchase ownership delivery leasing possession operation import to or export from any country and return or other disposition of the Equipment or upon the rentals or earnings arising from them including interest and penalties (other than corporation tax charged on the profits or taxable gains of the Company) and to comply with all statutory and other obligations of all kinds in relation to the Equipment and the use of it and at its own expense to add or install with the Equipment any safety or other equipment required by any applicable law or regulation to be so added or installed for the use or operation of the Equipment and to protect the Equipment against distress execution or seizure (or in Scotland any form of diligence) and to indemnify the Company against all losses charges and damages however incurred by the Company by reason of failure by the Customer to comply with any of the above.

For the purpose of UK taxation and irrespective of the accounting treatment to be adopted by the Customer the Customer is not entitled to claim capital allowances on the Equipment.

Permit the Company and its authorised agents at all reasonable times to enter upon any premises or vehicle where the Equipment may be located for the purpose of inspecting maintaining repairing or testing the Equipment.

Repay to the Company on demand all costs charges and expenses incurred in any way by reason of any breach of any legal contractual or other obligations of the Customer including (but not limited to) all costs charges and expenses incurred in ascertaining the whereabouts of the Equipment.

Preserve any identification number or mark or nameplate fixed to the Equipment either by the Company or the manufacturer.  
Insure the Equipment and keep the Equipment insured throughout the Lease Term for its full replacement value against all risks on a comprehensive policy without restriction or excess.

Insure the Company and the Customer as joint assured against all liability arising directly or indirectly out of the use possession or operation of the Equipment for such amount as is prudent in all the circumstances.

Pay punctually all premiums due for such insurance and to provide to the Company on request the policy or policies together with evidence of payment of the premiums.

#### 10. Total Loss

If there is a total loss or constructive total loss or arranged total loss (in the Agreement referred to as a 'Total Loss') of the Equipment on the expiry of thirty days after the occurrence giving rise to such Total Loss (or on such later date as the Company may agree) to pay to the Company an amount equal to the sum calculated under the provisions of clause 6 as if the Company had lawfully terminated the hiring of the Equipment under clause 5 on the date of such Total Loss save that in such calculation the Net Proceeds shall be substituted by the deduction of the amount of the insurance money (if any) which prior to the expiry of the said thirty days have been received by the Company under the policy or policies maintained in compliance with clause 9. Such sum shall be paid together with interest on it calculated in accordance with clause 7 from the date of such Total Loss until the date of payment. Immediately upon the occurrence of a Total Loss the hiring of the Equipment shall terminate but without prejudice to this Agreement which shall continue in full force and effect and to any claims or liabilities then outstanding or arising in the future by virtue of this Agreement.

If loss or damage occurs which does not amount to a Total Loss to the Equipment immediately to notify the Company to apply all insurance moneys payable in making good such damage and upon being requested by the Company so to do at the Customer's expense immediately to assign to the Company all the Customer's rights benefits and claims under any relevant policy of insurance.

Shall be solely responsible for and indemnify the Company in respect of all loss or damage to the Equipment (insofar as the Company shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or times before physical possession of it is retaken by the Company.

#### 11. Customer Undertaking

The Customer undertakes to ensure that its use of the Equipment conforms with all applicable statutory regulations.

#### 12. Cancellation

If the Customer cancels all or any part of the contract prior to the commencement of

the rental period then as liquidated damages the Customer shall pay to the Company a sum equal to the rent for the minimum rental period.

Any price quoted by the Company to the Customer shall be exclusive of VAT, which shall be charged at the prevailing rate upon invoicing

#### 13. Default or Breach

Without prejudice to the Company's right to arrears of rental or other sums due or for damages for breach of this Agreement, the Company may terminate the Hiring under this Agreement on the occurrence of any of the following events.

If the Customer shall not pay any of the rentals or any sums agreed to be paid by the Customer to the Company under this Agreement punctually on the date due or

If the Customer shall be in breach of any term of this Agreement or

If there shall be any default in payment of any rentals or other sums of money due to be paid or the Customer shall commit any breach of this Agreement with any company which is subsidiary of the Company.

If the Customer shall do or allow to be done any act or thing which may prejudice or endanger the Company's property or rights in the Equipment or

If the Customer shall die or

If the Customer shall have a bankruptcy order made against him (or in Scotland be sequestrated or become apparently insolvent) or

If the Customer shall be liquidated or wound up or have a petition for winding up presented against it or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction) or

If a petition for the appointment of an administrator is presented against the Customer or if the Customer has a receiver or administrative receiver appointed

If the Customer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound with its creditors or threatened by a third party affecting the Equipment or

If the Customer shall abandon the Equipment whereupon the Company consent to the Customer's possession of the Equipment shall terminate immediately and the Company may take possession of the Equipment.

#### 14. Consequences of the Termination

*Immediately upon the hiring of the Equipment being terminated as above the Customer shall pay the Company:*

All arrears of rent including apportioned rent for any broken period.

All rentals which had the Company's consent to the Customer's possession of the Equipment not being determined were agreed to be paid by the Customer to the Company until the end of the Lease Term.

Damages for any breach of this Agreement and all expenses and costs incurred by the Company in retaining possession of and selling or attempting to sell the Equipment and/or enforcing its rights under this Agreement less Net Proceeds

The 'Net Proceeds' shall be

The proceeds of the sale of the Equipment if sold less in the case of a sale by instalments any amount of them referable to the deferment of some or all of the sale price as the case may be or

If the Equipment is re-hired the value of it estimated by a reputable dealer in goods of same nature as the Equipment appointed by the Company being the value of the Equipment on the basis of sale by a willing seller to a willing buyer subject to and with the benefit of such re-hiring or

If the Equipment has been neither re-sold nor re-hired the value of it as estimated by the Dealer on the basis of a forced sale for immediate cash payment less in each case all the Company's expenses connected with the sale re-hiring or valuation (including in each case any commission payable) or incurred in recovering possession of or storing the Equipment.

#### 15. Maintenance

The Company will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs

#### 16. Disclaimer

The Company's suppliers reserve the right to change specifications without notice as a result of their product development programmes. The Company also reserves the right to change the content of its hire product range without notice in response to technical development and customer demand. Customers are therefore advised that the availability and specifications of items may vary from information published.