

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

1. Definitions

1.1 In these Conditions, the following words and expressions shall have the following meanings.

“Agreement” means the Rental Agreement Schedule relating to the Hire of the Equipment, these Conditions and the relevant Condition Report for the Equipment.

“Company” means the “Hireco” company which hires the Equipment to the Hirer, as shown on the relevant Rental Agreement Schedule.

“Conditions” means these terms and conditions.

“Condition Report” means (i) the Company’s form, detailing the condition of the Equipment at the beginning and end of each Hire; or (ii) at the beginning of the Hire, any manufacturer’s condition report or collection receipt.

“Dangerous Goods” means verminous, infested, infected, contaminated or condemned goods or those goods in the list of dangerous goods as defined by the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) or any other goods which prevents any of the Equipment subsequently carrying any goods.

“Equipment” means the each and every item of equipment and ancillary equipment hired by the Company to the Hirer under an Agreement, details of which are set out in the relevant Rental Agreement Schedule and on the Condition Report and any replacement equipment provided by the Company from time to time.

“Excess Usage Charges” means the excess charges for usage in excess of that permitted under an Agreement, as set out in a Rental Agreement Schedule under the headings “Standard Mileage or Tyre Wear Allowances” and “Fridge Engine Hours Allowance”,

“Group Company” means any company which in relation to the Company or Hirer is its subsidiary or holding company or a subsidiary of its holding company, and also in relation to the Company only includes any connected company within the meaning of s993 of the Income Tax Act 2007 and any group undertaking within the meaning of s1161 the Companies Act 2006.

“Hire” means the supply by the Company of the Equipment on rental to the Hirer.

“Hire Charge” means the periodic rental payment made by the Hirer for the Hire of the Equipment set out in the relevant Rental Agreement Schedule, or as amended in accordance with these Conditions, as the case may be.

“Hirer” means the firm, company or corporation entering an Agreement under which it hires the Equipment from the Company.

“Minimum Rental Period” means the minimum period of Hire as set out in the relevant Rental Agreement Schedule.

“Operator’s Licence” means any valid operator’s licence required by law for the, running and driving of the Equipment.

“Parties” means the Hirer and the Company and “Party” shall be construed accordingly.

“Rental Agreement Schedule” means a schedule setting out the terms of hire for the Equipment.

“Return Conditions” means the return conditions set out in these Conditions.

“Return Location” means the place where the Hirer collects the Equipment, and to which the Equipment must be returned by the Hirer at the end of the term of an Agreement (or any continuation of the hire of the Equipment), unless agreed otherwise by the Parties in advance.

“Servicing” means installation, calibration, inspection, servicing, maintenance, repairs, plating, or testing of the Equipment or its components and the terms. “Service” and “Serviced” shall be construed accordingly.

“Service Interval” means the agreed intervals in which the Equipment will be Serviced by the Company in line with manufacturers guidelines and Operator’s Licence requirements.

“Tariff” means the Company’s standard scale of charges applicable from time to time in connection with the supply of the Equipment on hire to Hirers.

1.2 In these Conditions all references to statutory provisions shall, unless the contrary is stated, include references to any amendments or reenactments of any them from time to time.

2. General

2.1 Each Agreement is the whole agreement by which the Company hires the Equipment to the Hirer and in the event of any inconsistency between the terms of any Rental Agreement Schedule and these Conditions the provisions of the Rental Agreement Schedule will apply.

2.2 Each Agreement shall become operative and bind the Hirer from (i) the date of the Hirer signing the relevant Rental Agreement Schedule; or where the Hirer does not sign a Rental Agreement Schedule, the earlier of (i) the day on which it confirms to the Company that it accepts the Rental Agreement Schedule, by email; or (ii) the day on which it takes possession of the Equipment.

2.3 The Company shall let the Equipment to the Hirer and the Hirer shall take the Equipment on hire from the Company for the Minimum Rental Period for use in the Hirer’s Business.

2.4 The Hirer may terminate the hiring of all or any of the Equipment (or any individual items of it) at any time during the Minimum Rental Period by paying the Company the amount calculated in accordance with Condition 10.2.

2.5 The Company shall not, other than in the exercise of its rights under any Agreement or applicable law, interfere with the Hirer’s quiet possession of the Equipment.

3. Responsibilities of the Company

The Company shall:

3.1 Obtain and pay for any Vehicle Excise Duty and any Department of Transport Test Certificates for the Equipment during the Hire under each Agreement.

3.2 Procure that the Equipment is Serviced and maintained at the Service Intervals during the continuation of each Agreement and supply replacement parts and tyres necessary as a result of fair wear and tear in order to maintain the Equipment in good running order

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

(unless it has been specified in the relevant Rental Agreement Schedule that the Company is not responsible for tyres).

3.3 Fit and maintain on each item of Equipment, as applicable, a distance recorder which shall form the basis upon which any mileage charge is calculated.

3.4 Procure that the Equipment complies with legislation concerning the use for which it was designed which is applicable at the start of each Agreement.

3.5 Upon request on reasonable notice by the Hirer, at the Company's sole discretion, supply replacement Equipment whilst any original Equipment is unavailable.

3.6 At its sole discretion, if any of the Equipment becomes, in the opinion of the Company, unserviceable because of defect or mechanical malfunction, or if the Company considers (acting reasonably) that the replacement of Equipment will be mutually beneficial to it and the Hirer, supply replacement Equipment (which the Hirer shall accept).

3.7 Be entitled to assign at any time all or part of the benefits and rights in any Agreement to any person without prior notice to the Hirer.

4. Responsibilities of the Hirer

4.1 The Hirer confirms to the Company that each employee or representative of the Hirer who attends the Company's premises to collect Equipment and sign Condition Reports for the Hirer, from time to time, is duly authorised by the Hirer to do so.

4.2 Prior to taking possession of the Equipment, the Hirer must inspect the Equipment and bring to the Company's attention any defects, damage or mechanical malfunction which must be noted on the Condition Report. The Hirer or their representative will sign the Condition Report when taking possession of the relevant Equipment.

4.3 At the end of the term of each Agreement, the Hirer must return the Equipment to the Company at the Return Location, and such Equipment must be in good and proper condition and in accordance with the Return Conditions.

4.4 At the time of return of the Equipment the Hirer or its representative must sign the relevant Condition Report and agree on it any defects, damage or mechanical malfunction of any of the Equipment which means such Equipment is not in accordance with the Return Conditions. The Hirer will pay such excess and other return condition charges as are calculated at that time. Where a Company representative is unavailable to countersign any Condition Report, liability for the condition of the Equipment will remain with the Hirer until such time an inspection can be made.

4.5 At all times when any of the Equipment is hired to the Hirer, in relation to each item of Equipment, the Hirer shall, as applicable:

4.5.1 Ensure that all lubricants, fluids and coolants are kept to the manufacturer's specified levels and that all tyre pressures are maintained in accordance with the manufacturer's recommendations.

4.5.2 Ensure that the Equipment is returned at the direction of the Company for Servicing within three days of the Company requesting its return (or the request and at the direction of the rental company if the provisions of Condition 9 apply to the Equipment); and to allow the Company to enter its premises to inspect the Equipment at any time in normal working hours.

4.5.3 Not cause, permit or undertake neither any repairs to the Equipment without the prior express permission in writing of the Company. Upon any permitted repairs being completed, the Hirer shall provide the Company with written details of such repairs. If any repairs are required, the Hirer must not use the Equipment until it has been properly and fully repaired.

4.5.4 Not cause, permit or suffer the removal of or tampering with any plates, marking, paintwork or bodywork or sign writing upon the Equipment.

4.5.5 Ensure that the usage of the Equipment does not exceed the allowances set out in the Rental Agreement Schedule and in the event that any limit is exceeded, pay the Company the applicable Excess Usage Charges. If the Equipment is fitted with premium brand tyres, and, on return to the Company, budget brand tyres are fitted, the Excess Usage Charges will be calculated as follows (i) Excess Usage Charges on the budget brand tyre rate in respect of the mileage in excess of the Standard Allowances (as set out in the relevant Rental Agreement Schedule); and (ii) Excess Usage Charges on the premium brand tyre rate in respect of the tyre tread depth recorded on the relevant Condition Report.

4.5.6 Provide proper and secure parking for the Equipment at all times and ensure that when the Equipment is left unattended that the keys are removed, all doors, windows and other openings are securely locked and that any security devices activated.

4.5.7 Be responsible for all costs incidental to the use of the Equipment including bridge, ferry, congestion charges, parking fines or road tolls, or similar charges and, if applicable, reimburse the amount of any such charges to the Company that may be paid by the Company and further pay to the Company such reasonable administration charge as is set out in the Tariff applicable at the time the Company requests reimbursement.

4.5.8 Not load or cause the Equipment to be loaded with Dangerous Goods without the written previous consent of the Company.

4.5.9 Not to load or cause the Equipment to be loaded in contravention or in excess of the maximum carrying capacity for which the Equipment was built or imposed by law.

4.5.10 Not take or allow the Equipment to be taken out of the United Kingdom except with the prior written consent of and prior payment of the relevant administration and other charges to the Company. Consent shall be subject to satisfactory evidence that a fully comprehensive policy of insurance exists in respect of the Equipment. Otherwise the Hirer is liable for all costs while the Equipment is outside the United Kingdom.

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

4.5.11 Not use, permit or cause the Equipment to be used for any illegal purpose (including, without limitation, in violation of the Immigration and Asylum Act 1999), racing, pace making, contest, driving tuition or the carriage of passengers for hire and reward unless suitably constructed.

4.5.12 Notify the Company as soon as possible of any accident, breakdown, damage, defect, mechanical malfunction or loss of the Equipment giving full details. Notification to the Company of any major damage should be in writing. The Company reserves the right to charge for costs incurred should the Hirer contravene this Condition.

4.5.13 Be responsible for:

4.5.13.1 keeping the Equipment in good repair and condition, fair wear and tear excepted, and

4.5.13.2 the cost of all and any damage to the Equipment, and

4.5.13.3 the cost of all repairs, rectification or supply of replacement parts or tyres resulting from the Hirer's failure to comply with Condition 4.4. The Hirer will continue to pay the Hire Charge whilst the Equipment is undergoing such repairs and/or awaiting such replacement parts. The Company's technical department or a recognised industry body shall decide as to whether or not the need for repair or replacement parts or tyres has arisen from misuse by the Hirer.

4.5.14 Keep the Company informed of any prosecution, inquest, accident or enquiry and promptly copy to the Company all associated communications relating to the Equipment or any Agreement.

4.5.15 Not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the Equipment to repudiate the claim wholly or partly.

4.5.16 Promptly give all such information and assistance as may be required by the insurers or the Company as a result of any such prosecution, inquest, accident or enquiry.

4.5.17 Not assign the whole or any part of any Agreement, nor offer for sale or sell, mortgage or pledge the Equipment, nor allow it to become subject to any lien, distress, execution, seizure, or legal process.

4.5.18 Immediately notify the Company if the Equipment is seized by any third party and immediately inform in writing and orally the party seizing the Equipment that it is owned by the Company.

4.5.19 Hold a valid Operator's Licence, where required by law. Should the Equipment be detained by the vehicle Inspectorate for illegal use against Operator Licencing requirements, the Hirer shall be responsible for any costs and expenses incurred in restoring the Equipment to the Company and will continue to pay the Hire Charge for the Equipment until it is returned to the Company.

4.5.20 Carry out the daily safety checks on the Equipment in line with legislation and with the requirements of the Operator's Licence.

4.6 The Hirer shall be entitled to allow third party companies to use Equipment hired to it under an

Agreement provided that it makes each such company aware of these Conditions and that the Hirer remains fully responsible for its obligations to the Company under that Agreement.

5. Payments

5.1 The Hirer shall pay all Hire Charges, Excess Usage Charges, delivery charges, collection charges and other sums attributable to the hiring of the Equipment under each Agreement at the rate(s) set out in the relevant Rental Agreement Schedule (or determined in accordance with it). All payments shall be made without any reduction, deduction, set off or counterclaim, within 30 days of invoice date by direct debit or bank automated transfer. It is an essential term of each Agreement that the Hirer pays all sums on the due date for payment.

5.2 The Hirer shall pay damages under Condition 11 below as a result of any failure by it to comply with requirement to return Vehicles in good and proper condition and in accordance with the Return Conditions.

5.3 At the end of the Minimum Rental Period the Hirer may continue to hire the Equipment. If the Hirer retains the Equipment after the expiry of the Minimum Rental Period the Hire Charges will be the same as those payable in the Minimum Rental Period plus any increase which the Company may apply (any such increase being by a maximum of the total amount of the monthly changes in the RPI recorded over the Minimum Rental Period).

5.4 The Company shall be entitled to charge interest at 3% above Bank of England base lending rate from time to time on all sums overdue from the date payment is due until payment is actually made on a daily basis both before and after judgment provided that this right shall not prejudice any other right or remedy in respect of such sum

5.5 The Hirer agrees that the Hire Charges have been calculated on the assumption that the bases and rates of Bank of England Base Rate, permitted Capital Allowance and VAT allowed or in force at the date of an Agreement will remain unchanged. If, after the commencement of the Minimum Rental Period there are any changes in the bases of rates of Bank of England Base Rate, permitted Capital Allowances or VAT, then the Hire Charges payable by the Hirer shall be increased as appropriate (or an additional payment of rental or rebate of rental as appropriate shall be made) so as to place the Company in the financial position (as regards the relevant Agreement) which would have been obtained had not such changes occurred. The Company's certificate of the amount of the increased Hire Charges or lump sum (as the case may be) shall be final and binding upon the Hirer and such Hire Charges or lump sum remain payable notwithstanding the termination of the relevant Agreement, for whatever reason.

5.6 The Hirer will pay VAT on all sums due under each Agreement at the rate prevailing on the due date for payment.

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

6. Insurance

6.1 The Hirer shall effect and at all times keep in effect and at all times comply with the terms of a fully comprehensive policy of insurance with a reputable insurance company for the full replacement value of the Equipment and shall inform the insurer of the Company's interest in the Equipment. The Hirer shall upon demand produce evidence of such insurance to the Company including the insurance certificate itself.

6.2 If at any time whilst the Hirer has possession or control of the Equipment in accordance with any Agreement, all or any of the Equipment is or becomes a total loss for insurance purposes the Hirer shall pay, or cause to be paid, to the Company all the insurance proceeds in respect of such Equipment. If the insurance proceeds are less than the replacement value in respect of such Equipment the Hirer shall pay the amount of any shortfall on demand by the Company. The Hirer will (i) continue to pay the Hire Charge in respect of the Equipment until the insurance proceeds are received by the Company; and (ii) pay the Hire Charge that would have been paid in the remainder of the Minimum Rental Period of the relevant Agreement but for the total loss, such future Hire Charges being discounted for early receipt.

7. Hirer's Indemnities

The Hirer shall indemnify and keep the Company indemnified in full against all and any cost, loss, liability, damage, injury, demand, penalty, claim, action, judgment, proceeding or expense including legal costs (on a full indemnity basis) and including without limitation, loss of profit and all outstanding financial commitments due by the Company in respect of the Equipment that the Company shall suffer or incur as a consequence of:

7.1 Any direct or indirect breach or default by or negligent performance or failure by the Hirer of its responsibilities or obligations under any Agreement, or

7.2 The Hirer failing to possess the authority of all persons owning or having an interest in the goods loaded in or upon the Equipment at any time whilst the Equipment is hired to the Hirer, or

7.3 The presence or use of the Equipment, or

7.4 Any offences which may be committed by the Hirer, its servants or agents relating to the use or possession of the Equipment by the Hirer including, without limitation, offenses relating to lighting, parking, speeding, weight limits and weight restrictions.

7.5 The Hirer, its servants or agent failing to possess any necessary permits, authorisations and licences in respect of the use or possession of the Equipment by the Hirer.

7.6 The Equipment being lost, seized, confiscated, destroyed, damaged beyond economical repair or stolen.

8. Company's

Indemnity

8.1 The Company shall indemnify the Hirer against any cost, loss, liability, damage, penalty, proceeding or expense that the Hirer shall incur and pay directly as a result of the Company's proven negligence up to a maximum amount equal to the Hire Charge paid by the Hirer in the term of an Agreement.

8.2 Nothing contained in any Agreement shall exclude or limit the liability of the Company for death or personal injury caused by its negligence.

9. Equipment from other rental companies

9.1 The Company may supply equipment provided by other rental companies as Equipment under any Agreement.

9.2 The rental companies shall not have a liability to the Hirer any greater than that of the Company in respect of such Equipment.

9.3 The Hirer shall make the Equipment available to the rental company or its authorised agents for Servicing as required by the Company.

9.4 The Company shall not have any liability if the Hirer declines equipment supplied by another rental company.

9.5 The Hirer shall not make any claim against any such servant agent or sub-contractor in addition to or in excess of the exclusions and limitations of liability set out in these Conditions.

10. Termination

10.1 The Company shall be entitled to terminate any and all Agreements and/or the hiring of any or all of the Equipment under any or all Agreements;

10.1.1 Immediately:

10.1.1.1 If any Hire Charge or other sums due under an Agreement are not paid by the Hirer on the due date; or

10.1.1.2 If the Hirer has committed any other breach of its obligations under any Agreement; or

10.1.1.3 If any other agreement between the Company (or any Company Group Company) and the Hirer (or any Hirer Group Company) becomes terminable at the instance of the Company or Company Group Company (as the case may be) for any reason; or

10.1.2 upon 14 days' written notice in any other circumstances.

10.2 Upon an Agreement or the Hire of the Equipment being terminated the Hirer shall immediately pay (i) any Hire Charge, Excess Usage Charges and other sums that are due and unpaid at the date of termination; and (ii) the Hire Charge that would have been paid in the remainder of the Minimum Rental Period of the relevant Agreement but for the early termination, such future Hire Charges being discounted for early receipt. The Hirer shall not be entitled to possession or use of the Equipment and shall immediately deliver it to such location in the United Kingdom as the Company may require at the Hirer's expense.

10.3 In the event of a termination of a Hire by the Hirer under Condition 2.4 in respect of certain items of

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

Equipment only (for example if the Hirer has six items of Equipment on hire and returns two items), the amount payable on termination shall be calculated on a pro-rata basis, according to the proportion of the Hire Charges attributable to the items of Equipment to which the termination relates, and the Excess Usage Charges attributable to those items. A revised Hire Charge may apply in respect of Equipment which remains on Hire, of which the Company shall advise the Hirer in writing.

10.4 Such termination shall be without prejudice to any other rights or remedies of the Company.

10.5 Where an Agreement or the hiring of the Equipment is terminated the Hirer grants the Company, its agents and employees irrevocable licence at any time to enter any premises where the Equipment is, or may be, located, to recover the Equipment and the Hirer will be responsible for all costs and expenses incurred by the Company in recovering the Equipment.

11. Return Conditions and End of Hire Inspection

11.1 The Hirer shall upon the return of the Equipment to the Return Location ensure that it is in the same operating order repair and condition as when delivered to the Hirer (ordinary wear and tear excepted) and in particular (but without prejudice to the generality of the foregoing) that the Equipment, as applicable:

11.1.1 is thoroughly cleaned internally and externally;

11.1.2 including all bodywork and accessories shall be free of all advertising, insignia or livery or any evidence thereof and any remedial work necessary shall have been carried out prior to re-delivery of the Equipment to the Company;

11.1.3 is fitted with tyres, of similar specification and condition as originally fitted and recorded on the Condition Report;

11.1.4 is returned with the original registration plate and registration mark (if one was originally present and the same is available) or if not available another suitable registration mark obtained and displayed on the Equipment.

11.2 At the end of the term of each Agreement (howsoever arising), on the return of the Equipment to the Company, the Equipment will be examined by a qualified member of the Company either on the Hirer's or any other premises nominated by the Company. The Hirer will be provided with a copy of the Condition Report. Unless otherwise properly repaired by the Hirer any necessary repairs may be carried out by the Company but at the Hirer's expense. The cost of repairs (or if the Company chooses not to carry out such repairs the estimated costs) will be paid by the Hirer to the Company on demand.

11.3 Until such time as any repairs to the Equipment are completed (or if the Company chooses not to carry out such repairs the estimated costs of such repair are paid by the Hirer to the Company), the Hirer will continue to pay the relevant Hire Charge. Any time taken to inspect and/or repair the Equipment may be charged to the Hirer and may include any loss of value arising during that

period if the Equipment is not in complete accordance with the Return Condition required by this, Condition 11.

11.4 In the event of a dispute relating to the condition on its return, the Equipment shall be examined by an engineer from an independent industry recognised adjudicator, appointed at the request of either party, whose report on the condition of the Equipment shall be conclusive and binding on both Parties. The recognised adjudicator shall act as an expert. Any time taken to settle such dispute may be charged to the Hirer and may include any loss of value arising during the period from the end of hire until sale of the equipment or settlement of the dispute (whichever is the earlier) unless the expert conclusively decides in favour of the Hirer. The costs of the adjudication shall be borne by the party instigating the adjudication process, save that the other party shall reimburse the costs of the instigating party if the decision of the adjudicator goes against that other party. The Hirer will continue to pay the Hire Charge throughout the period of the adjudication and until such time as any repairs to the Equipment are completed (or the estimated costs of such repair are paid by the Hirer to the Company), in accordance with Condition 11.3 above.

12. Force Majeure

Neither Party shall be liable to the other in any manner whatsoever for any delay or for the consequences of any delay in performing any of its obligations under any Agreement if such delay is due to any cause beyond that Party's reasonable control.

13. Dispute

Any dispute between the Parties regarding any Agreement shall be referred at the request of either Party to the President for the time being of the Freight Transport Association. The President's decision shall be final and binding and any decision on the costs of the determination shall be accepted by the Parties.

14. Waiver

If at any time the Company does not exercise any of its rights under any Agreement, it does not give up any such rights.

15. Severability

If any provision of any Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

16. Representations and variation

16.1 Subject to the Company's obligations set out in each Agreement all conditions and warranties which are to be implied by statute or otherwise by general law into an Agreement are hereby excluded to the extent possible but neither the Company excludes its liability for death or personal injury caused by its negligence.

16.2 Each party acknowledges that, in entering into each Agreement, it has not relied on, and shall have no right or

HIRECO RENTAL CONDITIONS RELATING TO THE RENTAL OF EQUIPMENT

remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in an Agreement.

16.3 No variation of the terms of any Agreement shall be binding on either Party unless made in writing by an authorised signatory of each Party. No agent, servant or sub-contractor of the Company has any authority to alter or vary any Agreement or the Return Conditions in any way.

17. Notices

17.1 Any notice to be given or served shall be in writing and shall be sent by pre-paid first class post or email to the Party to whom it is to be given or served at.

17.2 Any such notice shall be deemed to have been given or served:

17.2.1 if posted 48 hours after the envelope containing the notice shall been put in the post, or

17.2.2 if by email, at the time of transmission, or, if this time is outside the business hours of the recipient, when business hours resume. For the purposes of this, Condition 17.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18. Jurisdiction and Law

18.1 Each Agreement shall be constructed according to the Laws of England and the Parties submit to the non-exclusive jurisdiction of the English Courts.

18.2 A person who is not a party to an Agreement shall not have any rights under or in connection with it provided that rental companies supplying equipment in accordance with Condition 9 may enforce the provisions of any Agreement.

19. Data Protection

The Hirer confirms that it has read the Company's Privacy Statement at <https://hireco.co.uk/wp-content/uploads/2021/02/Hireco-Privacy-Notice.pdf>, which describes the ways in which the Company will use any personal data that it obtains from the Hirer during the course of each Agreement, and that the Hirer has made such Privacy Statement available to any individual at the Hirer for which the Company will receive and use their personal data