

P. N. SERVICES - TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

- 1.1 **“Conditions”** means the standard terms and conditions set in this document and includes any special terms and conditions agreed in writing between PNS and the Customer
- 1.2 **“Contract”** means the contract concluded between PNS and the Customer for the hire of the Equipment
- 1.3 **“PNS”** means Paul W Noton and Glenis J Noton as Classic Hire Limited Trading as P. N. Services whose registered address is 64 High Street, Belper, Derbyshire. DE56 1GF
- 1.4 **“Customer”** means the person or party who agrees to hire the Equipment
- 1.5 **“Equipment”** means the Generators, Distribution Boards and Cables (including all fixtures and fittings) to be hired by the Customer for the Period
- 1.6 **“Hire Charges”** means the charges for the hire of the Equipment as set out in any quotation price list or otherwise confirmed in writing by PNS excluding VAT (including any additional charges to be levied by PNS in respect of the return or collection of the Equipment after the expiry of the Period and as set out in any quotation or otherwise confirmed in writing by PNS)
- 1.7 **“Period”** means the period of hire of the Equipment as set out in any quotation or otherwise confirmed in writing by PNS
- 1.8 **“Site”** means the place for the delivery of the Equipment as set out in any quotation or otherwise confirmed in writing by PNS

2. CONDITIONS APPLICABLE:

- 2.1 PNS will let and the Customer will hire the Equipment for the Period and any extensions agreed in writing subject to these Conditions which will govern the Contract to the exclusion of any other terms and conditions
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of PNS and the Customer
- 2.3 Any representations made by PNS its employees agents or subcontractors concerning the provision of the Equipment shall not be incorporated into the Contract unless confirmed by PNS in writing and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed
- 2.4 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation or information issued by PNS shall be subject to correction without any liability on the part of PNS
- 2.5 Any quotation given by PNS may be withdrawn at any time and in any event shall be subject to availability of the Equipment
- 2.6 PNS shall be entitled to cancel the Contract where it deems necessary on giving the Customer 10 days notice in writing. In such event PNS shall refund to the Customer all sums received in connection with the Contract.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order form shall be deemed to be accepted by PNS until signed by both the Customer and PNS' authorised representative.
- 3.2 The Customer shall be entitled to cancel the Contract on giving PNS notice in writing in accordance with the time limits and subject to paying PNS such cancellation fee as specified below:

Time Limits (i.e. the time prior to the date (s) specified for the hire of the Equipment	Cancellation fee (i.e. percentage of the hire charge less any transportation costs)
61 to 90 days	25% plus VAT
31 to 60 days	50% plus VAT
0 to 30 days	100% plus VAT

- 3.3 Save as otherwise provided no order which has been accepted by PNS may be cancelled by the Customer except with the agreement in writing of PNS and on the terms that the Customer shall at PNS' discretion indemnify PNS in full against all loss (including loss of profit and the costs of all labour and materials used) and damages charges and expenses incurred by PNS as a result of such cancellation

4. THE CUSTOMERS' OBLIGATIONS AND RESPONSIBILITIES

- 4.1 The Customer shall ensure that the conditions at the Site are suitable for the Equipment and in particular (and without limitation) shall ensure that:
- the location at the Site where the Equipment is to be situated shall be level with sufficient solid standing to bear the load of the Equipment and the weight of any motor vehicles used by PNS in delivering/collecting the Equipment
 - suitable access is available for the delivery and collection of the Equipment free from all obstructions (e.g. overhead obstructions trees hedges)
 - suitable arrangements are made at the Site to ensure that any buried pipes or other concealed services do not sustain damage as a result of the transport used erection/installation and/or dismantling/removal of the Equipment
 - all necessary arrangements are made at the Site for the provisions and installation of any connections required to mains services (unless otherwise agreed in writing)
- 4.2 The Customer acknowledges that in the event that additional time is required for delivery and collection arising from inadequate instructions provided by the Customer or unsuitable site conditions and/or soft ground due to inclement weather or any other conditions and/or restricted access then without limitation to any other right or remedy available to it PNS shall be entitled to charge the Customer the additional rate of £20 per hour (or part thereof) plus VAT
- 4.3 The Customer acknowledges that PNS shall not be responsible for making good or repairing any damage to the Site howsoever caused.
- 4.4 The Customer shall comply with all instructions given by PNS in respect of the use of the Equipment by it or third parties
- 4.5 The Customer shall be responsible for ensuring that the Equipment is available for collection at the time and date agreed and that the Equipment is in the condition prevailing at the commencement of the Period (fair wear and tear and cleaning excepted)
- 4.6 The Customer shall be responsible for and hereby indemnifies PNS against theft and/or any damage sustained to the Equipment during the Period (and any extension thereof)

5. CUSTOMERS' INSURANCE

The Customer shall be responsible for all claims actions or costs for personal injury and loss of or damage to property caused by or arising from their or their agents employees subcontractors customers or other third parties use of the Equipment. The Customer will indemnify PNS in respect of each and every claim and all actions proceedings costs claims and demands in respect thereof. The Customer agrees that it shall have public liability insurance providing a minimum limited indemnity of £2,000,000 in respect of the use of the Equipment. The customer shall also have in place insurance for the full replacement value of the equipment on a new for old basis.

6. HIRE CHARGES AND PAYMENT

- 6.1 Subject to any special terms agreed in writing between PNS and the Customer PNS will be entitled to invoice the Customer for the Hire Charges and VAT at the rate prevailing on the date of PNS' invoice before on or at any time after the commencement of the Period. The Hire Charge does not include fuel and oil supplied with the plant or an operator or any other costs incurred by PNS all of which will be charged separately to the Customer (unless stated in the quotation).
- 6.2 The Customer shall pay the Hire Charges and VAT either on receipt of PNS' invoice or (if specifically notified by PNS) within 28 days of the date of the invoice (the “Due Date”)
- 6.3 Time of payment of the Hire Charges and VAT shall be of the essence of the Contract
- 6.4 If the Customer fails to make payment on the Due Date then without prejudice to any other right or remedy available to it PNS shall be entitled to:
- cancel the Contract and/or suspend the provision of any further Equipment on hire to the Customer; and
 - charge the Customer interest (before and after any judgement) on the amount unpaid at the rate of 4% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (part of the month being treated as a full month for the purpose of calculating interest)

7. WARRANTIES AND LIABILITIES

- 7.1 PNS warrants that it shall deliver and collect the Equipment on the dates quoted and confirmed in writing by it. Any times quoted or given are approximate only.
- 7.2 PNS warrants that the Equipment shall be delivered to the Customer in a clean and tidy condition.
- 7.3 PNS shall be under no liability under any warranty condition or guarantee if the Hire Charges and VAT have not been paid by the Due Date.
- 7.4 PNS shall not be liable to the Customer by any reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims through consequential compensation whatsoever (and whether caused by the negligence of PNS' employees subcontractors or agents or otherwise) which arise out of or in connection with the supply of the Equipment except as expressly provided in these Conditions.
- 7.5 Any liability of PNS hereunder for any delay in performing or failure to perform any of PNS' obligations in relation to the provision of the Equipment shall be limited to the excess (if any) over the Hire Charges of the cost to the Customer in the cheapest available market for the supply of similar equipment to replace the Equipment.
- 7.6 Where the provision of the Equipment is to be supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not effected by these conditions
- 7.7 Notwithstanding clauses 7.3, 7.4 and 7.5 above nothing contained herein is intended to nor will limit PNS' liability in respect of death or personal injury caused by PNS' employees subcontractors or agents

8. SAFE USE OF THE PLANT

The customer confirms that it has the necessary knowledge and experience to operate and use the Plant. The Customer will not misuse the Plant. The Customer will not allow any person to use the Plant who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed. Where the Plant comprised electrical equipment it must be connected to the correct supply by a qualified electrician. The Customer is responsible for providing a suitable 3 phase and earth supply to the base of each item of plant.

9. TERMINATION

- 9.1 Without prejudice to any other right or remedy available to it PNS shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of PNS to the Customer and if the Equipment has been provided on hire to the Customer but not paid for then the Hire Charges and VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:
- the Customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction)
 - an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Customer
 - a Customer (not a consumer within the meaning of the Unfair Contract Terms Act 1977) ceases or threatens to cease to carry on business
 - the Customer breaches any of the Conditions
 - PNS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

10. FORCE MAJEURE:

Save as otherwise provided herein neither party shall be liable for any default due to any act of God nor strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party.

11. GENERAL

- 11.1 Any reference in these conditions to any provision of a statute shall be construed as reference to that provision as amended re-enacted or extended at the relevant time
- 11.2 The headings in these Conditions are for convenience only and shall not effect their interpretation
- 11.3 No waiver by PNS of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 11.4 No failure of PNS to exercise any power given to it or to exist upon the strict compliance by the Customer with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of PNS' rights under this Contract
- 11.5 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts

12. TESTING

The Equipment supplied must be tested on site in its final position by a qualified person. The Hirer is responsible for all final testing and commissioning of the equipment. Whilst on site particular care and attention should be taken regarding cables and equipment in vulnerable areas. A copy of our full data sheet and Health and Safety requirements are available on request. We accept no responsibility for any injury/damage by any persons using the equipment. It is the Hirer's responsibility to ensure the installation conforms to current regulations and to have all necessary insurance in place.