

# Reconomy Conditions of Hire for Portable and Modular Buildings Etc.

## 1 Definition of Terms

- (a) 'Owner' is Reconomy (UK) Ltd, whose registered office is at Kelsall House, Stafford Park 1, Telford, Shropshire, TF3 3BD and includes its successors or assigns
- (b) The 'Hirer' is the Company, Firm, Person, Corporation or Public Authority taking the Owner's equipment on hire and includes their successors or personal representatives
- (c) 'Equipment' means all classes of re-locatable buildings, modular buildings, erectable structures and accessories thereon, furniture, fencing and all other plant which the Owner agrees to hire to the Hirer
- (d) "Commencement Date" means the date specified in the Contract
- (e) "Period of Hire" means the period specified in the Contract
- (f) "Hire Charges" means the amounts set out in the Contract at their full face value without any deduction set off or counterclaim whatsoever
- (g) A 'Week' shall be seven consecutive days
- (h) 'Contract' means a contract between the Owner and the Hirer for the hire of a unit of Equipment
- (i) 'Site' means the site to which the Equipment is delivered (or to be delivered) on the Hirer's instructions.

## 2 Extent of Contract

- 2.1 The Contract and these Conditions of Hire shall be the entire agreement between the parties.

## 3 Period of Hire

- 3.1 Hire of the Equipment shall commence on the Commencement Date and shall continue for the Period of Hire subject to termination as herein provided.
- 3.2 Either party may terminate the hire by giving to the other:
  - (a) in the case of Equipment which comprises modular building system not less than 3 calendar months notice in writing
  - (b) in the case of Equipment which comprises buildings requiring erection and dismantling not less than 28 days notice in writing
  - (c) in any other case not less than 7 days notice in writing
- 3.3 If the hire is terminated prematurely the Owner is entitled to payment in full for the Period of Hire stated.

## 4 Charges for Hire

- 4.1 The Hirer will pay to the Owner during the Period of Hire the Hire Charges in the amounts and at the intervals stated in the Contract.
- 4.2 The Owner reserves the right to review the Hire Charges at the end of the Period of Hire stipulated in the Contract and at yearly intervals thereafter.
- 4.3 The Owner shall submit invoices for all charges due under the contract at the frequency detailed in the Contract. Invoices shall include Value Added Tax where applicable.
- 4.4 Unless otherwise agreed by the Owner in writing payment shall be made within 30 days of the date of the invoice. Payment shall be made by Direct Debit if so requested by the Owner.
- 4.5 Where a single payment is made to cover the whole Period of Hire, the amount shall be paid on the Commencement Date.
- 4.6 If payment is not made when due the Owner shall be entitled to charge interest on the overdue amount at four per cent above the prevailing base rate of Lloyds Bank Plc calculated on a daily basis ("the Default Rate"). The Hirer shall also be liable to pay any charges incurred by the Owner in the recovery of overdue amount or the Equipment. These remedies shall be without prejudice to any other rights and remedies available to the Owner.

## 5 Delivery and Collection

- 5.1 Time for delivery is given as accurately as possible but is not guaranteed. The Hirer hereby acknowledges that time shall not be of the essence with regard to time and date for delivery of Equipment. The Hirer shall have no right to damages or to cancel the contract for failure for any cause to meet any delivery time stated. The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals and delivery details from the Hirer in writing. Alterations by the Hirer in design specifications or requirements may result in delay in delivery.
- 5.2 The Owner will endeavour to comply with reasonable requests by the Hirer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Owner:
  - 5.2.1 The Hirer shall remain liable for any Hire Charges payable in accordance with these conditions.
  - 5.2.2 The Owner shall be entitled to terminate the Contract upon giving the Hirer three working days notice in writing of its intention to do so.
- 5.3 The Hirer shall provide adequate and unrestricted access to the proposed Site for delivery unloading reloading and recovery of the Equipment.
- 5.4 The Hirer shall pay all costs (at the Owner's rates current from time to time) relating to the loading, transporting and unloading of the Equipment upon delivery and collection of the Equipment to/from the Hirer's Site.
- 5.5 The Hirer shall unless otherwise stated in sufficient time and at its own expense provide suitable foundations for the Equipment, such foundations to conform to any instruction specification drawing, which may be supplied by the Owner.
- 5.6 Unless the Owner has agreed in writing to the contrary with the Hirer:
  - (i) The Owner shall not be under any obligation to provide any additional plant lifting gear or special apparatus, other than that carried by the vehicle, required for siting any consignment.
  - (ii) The Owner shall also not be under any obligation to provide power or labour, other than that carried by the vehicle.
  - (iii) The Hirer warrants that any special appliances required for siting the consignment, which are not carried by the vehicle, will be provided by the Hirer or on the Hirers behalf.
  - (iv) The Owner shall be under no liability whatever to the Hirer for any damage whatever, however caused, if the Owner is instructed to load or unload any consignment requiring special appliances, which in breach of the warranty in (iii) above, have not been provided by the Hirer or on the Hirers behalf.
  - (v) The Owner shall provide the vehicle and its undertakings (including loading and unloading activities) under the Road Haulage Association (RHA) Terms and Conditions except when 5.6(a), (i), (ii) and (iii) below.

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- (vi) The Hirer shall make available to the Owner upon request details of any risk assessments, which may have been carried out at the collection and/or delivery address. The responsibility for carrying out such risk assessments shall be that of the Hirer and not of the Owner.
- (vii) The Hirer shall make available to the Owner upon provision of the vehicle a competent person to fully manage the lifting operation associated with the loading and unloading undertaken by the vehicle, having previously planned the predicted lifting operation in accordance with BS7121: Part 1:1989 and Part 4:1997.
- 5.6.1 (a) Where the Hirer has agreed in writing with the Owner:
  - (i) The Hirer shall bear the full cost of any additional plant lifting gear or special apparatus hired by the Owner for the purpose of siting the equipment.
  - (ii) The Owner will provide additional plant by entering into a contract with another party (the contractor) who will undertake the lifting operation on the Owners behalf in accordance with BS 7121 – Safe Use Of Cranes, Part 1:1989 and Part 4:1997 where applicable. The Contractor will be responsible for the management and planning of the lifting operation (undertaking a 'Contract Lift') notwithstanding the Hirers responsibilities under BS 7121.
  - (iii) The Owner will enter into a contract with another party under the Contractors Plant Association Model Conditions for the Hiring of Plant ('CPA Model Conditions) for which the Hirer shall fully indemnify the Owner against any claims arising thereof.
- 5.7 All employees sub-contractors and agents of the Owner shall be deemed whilst on the Site or other premises of the Hirer or of any third party to be servants or agents of the Hirer who alone shall be responsible for and shall indemnify the Owner against all claims by any person firm or company (including the Owner) arising out of or connected with the delivery collection movement loading unloading siting or installation of the Equipment.
- 5.8 Where, in the Owner's opinion, the ground in and around the Site (including all private roadways accesses main pipes manholes weighbridges or approaches under through our over which the Owner its servants agents or contractors might have to pass in the performance of any obligation) is soft or otherwise unsuitable the Hirer shall in sufficient time and at its own expense supply and lay a surface in a suitable position for the Equipment to travel over or stand on during the loading and unloading at the Site.
- 5.9 Connection and disconnection of mains services on Site and the suitability of those services are the responsibility of the Hirer unless otherwise agreed between the parties in writing.
- 5.10 The Hirer shall be responsible for obtaining any necessary permissions from the owner of the Site for the entry into the Site and the siting of the Equipment on the Site. The Hirer shall indemnify the Owner against all claims by any person firm or company (including the Owner) arising out of or connected with the delivery collection movement loading unloading siting or installation of the Equipment on the Site.
- 5.11 The Hirer authorises the Owner to accept the signature on delivery and collection of the Equipment of any person reasonably holding themselves out to be the Hirer's representative whether such person be so authorised or not.

### 6 Acceptance of Equipment

- 6.1 Acceptance of the Equipment shall be deemed to take place when the Equipment is delivered on Site.

### 7 Termination

- 7.1 If the Hirer:
  - (a) shall fail to pay any Hire Charges or other sums due and payable under the contract in full by the due date;
  - (b) being a Company
    - (i) Has a petition presented for its winding up
    - (ii) Passes a resolution for voluntary winding up (other than for the purpose of a Bona fide amalgamation or reconstruction) or
    - (iii) Enters into a voluntary arrangement with its creditors or
    - (iv) Becomes subject to an administration order or
    - (v) Has a receiver appointed of all or any of its assets,
  - (c) being an individual or firm,
    - (i) Becomes bankrupt or insolvent
    - (ii) Enters into voluntary arrangements with his creditors.
  - (d) In either case, commits a serious breach of this agreement (and in case of such breach being remediable (other than failure by the Hirer to pay the Hire Charges), fails to remedy it within 7 days after receiving written notice to do so); then, the Owner shall be entitled to treat the Contract as being at an end or suspend any further deliveries under the contract without liability to the Hirer. If the goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

### 8 Availability

- 8.1 Quotations are offered subject to the availability of the Equipment at the time of Hiring, and the Owner reserves the right to offer an alternative item of Equipment should the original quoted not be available.

### 9 Inspection, Servicing and Repairs

- 9.1 The Hirer shall be responsibility to the Owner for the duration of the hire for the safekeeping of the Equipment and for its use in a proper and workmanlike manner. The Hirer shall not use the Equipment for any purpose beyond its capacity or in any manner which, in the Owner's Opinion is likely to result in undue deterioration or its becoming immobilised immovable or otherwise inaccessible.
- 9.2 The Hirer shall keep the Equipment in good and substantial repair and condition and when the Period of Hire extends beyond 3 years shall redecorate and refurbish the Equipment both externally and internally in a manner and to a standard approved by the Owner.
- 9.3 The Hirer shall at all reasonable times permit the Owner and its agent's access to the Equipment to inspect test adjust repair altar or replace the same.
- 9.4 The Hirer shall not (except as required by these conditions) without the prior written consent of the Owner adjust repair or alter the Equipment or make any attempt so to do.

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- 9.5 If at any time during the Period of Hire the Equipment or any part thereof is in need of adjustment or repair then: -
- (a) the Hirer shall forthwith give written notice of such need to the Owner;
  - (b) the Owner shall with reasonable diligence either carry out the necessary adjustment or repair on Site or at its discretion arrange for the removal of the Equipment or part or parts thereof to the Owner's works for adjustment or repair;
  - (c) in the event of the Owner's removing the Equipment or any part or parts thereof the Owner may at its option adjust or repair and re-deliver the Equipment or such part or parts with reasonable diligence or determine the Contract forthwith in relation to the Equipment by giving written notice to the Hirer or replace the Equipment or such part or parts in which case the Contract shall continue as if the substituted product or such part or parts had been or had been included in the subject matter of the Contract;
  - (d) in the case of adjustment repair or substitution the Owner may at its option apply the Owner's hire rates current at the date of completion of adjustment repair or substitution in place of those set out in the Contract in respect of any such adjusted repaired or substituted Equipment as from the date of such completion;
  - (e) if in the reasonable opinion of the Owner the Equipment's condition necessitating adjustment or repair arises in whole or in part from any cause other than fair wear and tear then: -
    - (i) The Hirer shall be liable for all costs of inspection loading unloading and transport in connection with the carrying out of the adjustments or repairs the removal of the Equipment or any part or parts thereof and the redelivery thereof or of any substitute thereof; and,
    - (ii) Hire Charges shall continue to be payable as if the Equipment had not been in need of adjustment or repair;
  - (f) If in the opinion of the Owner the Equipment's condition necessitating adjustment or repair is solely attributable to fair wear and tear then: -
    - (i) the Owner shall be liable for all such costs as are mentioned in (e) (i) above.
    - (ii) if the Owner shall determine the Contract under (c) above within three months of the date of original delivery of the Equipment to the Site the Owner shall be liable for the cost of loading unloading and transport to and from the Site.
- 9.6 Upon termination Equipment will be inspected by the Owner and any charges for damages/repairs excluding fair wear and tear will be chargeable to the Hirer.
- 9.7 The Hirer shall be responsible for the Period of Hire for the carrying out of all statutory inspection tests in accordance with the appropriate regulations. This will include but not be exclusive to electrical, gas and water services and electrical appliances. The Hirer shall indemnify the Owner in full for all costs damages or losses howsoever caused arising out of or connected with the failure by the Hirer to comply with any such statutory inspection tests or regulations.

### 10 Insurance

- 10.1 The Hirer shall throughout the Period of Hire and until collection of the Equipment (without prejudice to any liability of the Hirer to the Owner) at its own expense insure the Equipment with a reputable insurance company against all loss or damage and also against all risks of third party liability arising out of the ownership presence of use of the Equipment in an amount equal to whichever is the greater of:
- 10.1.1 the full new replacement value of the Equipment; and
  - 10.1.2 the amount payable for the time being in accordance with the provisions of clause 10.4 below
- 10.2 The Hirer will upon request by the Owner at any time produce to the Owner every such policy of insurance and the receipt for the current year's premium. If the Hirer shall fail to keep the Equipment insured as aforesaid to the satisfaction of the Owner or to produce any such policy or receipt as aforesaid the Owner shall be entitled at the expense of the Hire to insure the Equipment and keep it so insured during the period mentioned above and the Hirer will pay to the Owner on demand any sums expended by the Owner for such purpose with interest at the Default Rate from the time of the same having been expended until the date of actual repayment.
- 10.3 The interest of the Owner in the Equipment shall be noted on the policy of Insurance which policy shall:
- 10.3.1 name the Owner as loss payee;
  - 10.3.2 not be capable of cancellation by the insurers (at the request of the Hirer or otherwise) other than by 30 days' prior notice in writing to the Owner;
  - 10.3.3 provide that the insurers shall waive any breach of warranty under the policy of insurance as against the Owner.
- 10.4 The Hirer shall (so far as necessary) irrevocably authorise the insurers to pay to the Owner all monies payable under the said insurance policy in respect of any loss or damage to all or any part of the Equipment. The Hirer hereby irrevocably authorises the Owner:
- 10.4.1 in the name and on behalf of the Hirer to make any claim or claims against the insurers under the said insurance policy in respect of any loss of or damage to the Equipment or any part thereof and to settle or compromise such claim; and
  - 10.4.2 to receive and to give a good discharge to the insurers for any monies payable in respect thereof
- 10.5 The Hirer shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of any policy of insurance for the time being relating to the Equipment nor do or allow to be done any act or thing whereby such insurance may be invalidated.
- 10.6 In the event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to the Owner and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as the Owner shall require and shall not in any manner settle or compromise any such claim without the prior written request of the Owner.
- 10.7 The Hirer shall promptly reinstate or repair at its own expense Equipment which has not become a total loss or a constructive total loss and shall continue to pay Hire Charges in respect of such Equipment during such reinstatement or repair. All insurance monies received in respect of any such loss shall be applied firstly in or towards payment to the Owner of any amounts for the time being due and outstanding from the Hirer to the Owner hereunder and secondly in or towards reimbursing the Hirer for the costs of such reinstatement of repairs.
- 10.8 In the event that during the Period of Hire any item of the Equipment ('the Destroyed Equipment') shall become a total loss or a constructive total loss (whether as a result of its being lost destroyed damaged beyond repair confiscated or otherwise) the hire thereof hereunder shall cease. In that event the Owner may apply any insurance proceeds received by it at its option:
- 10.8.1 towards a replacement of equivalent size and value which replacement shall be deemed included in this Agreement for all purposes and the Hirer shall continue to be liable to pay Hire Charges in accordance with this Agreement as if such loss has not taken place; or

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- 10.8.2 towards payment to the Owner of:
- 10.8.2.1 all payments of Hire Charges and all other monies then due or in arrear under this Agreement in respect of or attributable to the Destroyed Equipment together with interest thereon at the Default Rate; and
  - 10.8.2.2 all other sums and amounts due hereunder in respect of the Destroyed Equipment in question including a sum equal to that payable under Clause 11.1 below in respect of the termination of hire of the Destroyed Equipment
- 10.9 The Hirer shall remain liable to pay to the Owner any shortfall. Until such sums and any shortfall as aforesaid are paid the obligations of the Hirer under the Agreement (including those to pay Hire Charges in respect of the Destroyed Equipment) shall continue. Any surplus shall be paid to the Hirer.

### 11 Limitation of Liability

The Hirer agrees that the Owner will not be liable under the Contract or these Conditions of Hire or any collateral contract for any loss of income profit goodwill or contracts or any special indirect incidental or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise.

Non exhaustive illustrations of consequential and indirect loss would be:

- (a) Loss of profit
- (b) Loss of Contract
- (c) Damage to property of the Hirer or anyone else
- (d) Personal injury to the Hirer or anyone else (but only so far as such injury is not Caused by the Owner's negligence).

### 12 Sub Letting

- 12.1 The Hirer shall not rehire, 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, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
- 12.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the Equipment or any part thereof to a third without the prior written consent of the Owner.

### 13 Change of Site

- 13.1 The Equipment shall not be removed from the Site to which it was delivered or consigned without the authority of the Owner, such authority to be confirmed in writing prior to any such movement taking place.

### 14 Identification Marks

- 14.1 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.
- 14.2 The Hirer shall not be permitted to affix any mark or plate on the Equipment unless prior written authority has been given by the Owner. The Hirer will be responsible for the cost of rectification or reinstatement at the termination of the hire period.

### 15 Specification and Copyright

- 15.1 Specifications drawings data literature and statements as to dimensions. Suitability performance or otherwise issued by the Owner in connection with the Equipment are offered in good faith but are intended to be approximate only and the Equipment is supplied subject to no conditions nor shall it carry any guarantee or warranty as to dimensions quality fitness performance or suitability.
- 15.2 Except in any particular case in which the Owner expressly agrees in writing to the contrary the Hirer is responsible for the correct selection of the Equipment and while the Owner may supply drawings make recommendations or assistance and shall rely solely on such expertise as may be available to the Hirer from its own or other technical sources.
- 15.3 The copyright in drawings data and literature relating to the Equipment and the Owner's goods and services shall remain the property of the Owner and (where marked as or otherwise indicated to be confidential) such drawings data and literature and the Owner manufacturing and operating techniques shall not be disclosed or used except necessarily for the purpose of application and use by the Hirer of the Equipment.

### 16 Loss or Damage to Equipment

- 16.1 The Hirer is responsible for the safe keep of Equipment during the Period of Hire and for its return to the Owner at the termination of hire. If the Hirer fails to return the Equipment for whatever reason whether as a result of theft, loss, destruction or otherwise, whether due to negligence on the part of the Hirer, his servants and/or his agents or not the Hirer shall be liable to the Owner for:
- (a) the cost of replacement of the Equipment together with all costs arising there from and
  - (b) the Owner's hire charges until payment of the costs under clause 16.1(a)

### 17 Notice of Accidents

- 17.1 If the Equipment is involved in any accident resulting in injury to persons or Damage to property, immediate notice (but in any eventuality no less than 8 hours) must be given to the Owner by telephone and confirmed in writing to the (Business Manager, Technical Services Division) at the Owner's office, and in respect of any claim not within the Hirer's agreement for indemnity no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

### 18 Safety Instructions

- 18.1 The Hirer must ensure that everyone who uses the Equipment is properly. Instructed on how to use them safely and correctly, and that they have all the instructions that have been supplied. The Hirer must ensure the Equipment is not misused.

### 19 Force Majeure

- 19.1 The Owner shall not be under any liability for any consequences and delay or failure in carrying out the contract caused by Force Majeure or circumstances outside the direct control of the Owner.

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### 20 Environment Policy

- 20.1 The Owner has a strict Environmental Policy. It is the Hirer's responsibility that all Equipment including but not limited to Offices, Canteens, Secure Stores, Toilets, Showers and Drying Rooms must be returned clean and free from waste materials, and that effluent tanks must be emptied.
- 20.2 The Owner reserves the right to refuse to collect Equipment off hired but not cleaned and/or emptied. Equipment which is returned without being cleaned and /or emptied will be cleaned by a specialist contractor, the cost of which shall be recharged to the Hirer. Any items or materials left in the Equipment after collection shall be disposed of by the Owner. If, in the Owner's opinion, the items or materials are of a valuable nature the Owner shall hold these items for 28 days and therefore shall dispose of them.

### 21 Government Regulations

- 21.1 The Hirer is solely responsible for applying for, obtaining and complying with all obligations imposed by any Act of Parliament statutory instrument statutory regulations and all third party rights in relation to the installation use and removal of the Equipment including but without prejudice to the generality of the foregoing the Building Regulations Acts the Offices Shops and Railway Premises Acts The Health and Safety at Work etc. Acts the Town and Country Planning Acts and all obligations and third party rights relating to the purposes for which the Equipment is used or to its condition delivery sitting or removal. The Hirer shall indemnify the Owner in full for all costs damages or losses howsoever caused arising out of or connected with the failure by the Hirer to comply with any such statutory requirements.

### 22 Rights Reserved

- 22.1 Any failure by us to enforce any or all of these Conditions shall not amount to or be interpreted as a waiver of any of our rights.

### 23 Supplement to Reconomy (UK) Standard Terms and Conditions For Plant And Equipment Hire.

These conditions are in addition to those printed in Reconomy (UK) Ltd Standard Terms and Conditions for Plant and Equipment Hire and shall take precedence where applicable and the Hirer is liable for any damage or losses to the Equipment above fair wear and tear.

### 24 Interpretation and Law

- 24.1 These conditions shall be interpreted without reference to their headings.
- 24.2 The Contract and these Conditions of Hire shall be governed by and construed in accordance with English Law. The Hirer irrevocably submits to the exclusive jurisdiction of the English Courts.