

Terms and Conditions of Hire

1. Definitions

- 1.1 'FFL' means First Fence Limited.
- 1.2 The 'Hirer' is the company, firm, corporation, public authority or sole trader taking the Equipment on hire and this expression includes its successors or personal representatives.
- 1.3 'Equipment' shall include any equipment, goods or materials or parts thereof and any attachments or fittings or replacements or any other item hired under the Contract.
- 1.4 'The Contract' means the Contract for the hire of the Equipment to the Hirer to which these conditions are attached.
- 1.5 'Regulations' means any Act of Parliament, order, regulation or other instrument whether national or local including any amendment thereto or re-enactment thereof.
- 1.6 'Hire rate' shall be the rate of hire for the Equipment as provided in the Contract and subject to the provisions of these terms and conditions of hire.
- 1.7 'Hire Charge' shall be the charge to the Hirer by FFL at the Hire Rate for the Equipment.
- 1.8 'the hire period' shall start at the time when the Equipment leaves FFL's premises or place where last employed and shall continue until the Equipment is received back at FFL's premises or other agreed location.
- 1.9 'the initial hire period' means the minimum hire period agreed between FFL and the Hirer as set out in the Contract.

2. Acceptance

The Hirer's written or verbal order for the supply of the Equipment set out in this Contract shall be construed as an express acceptance of all the terms of this Contract. If any term of the Hirer's order is inconsistent with it, the terms of this Contract shall prevail. The Contract shall start when the Hirer's order is accepted by FFL.

3. Installation Service

- 3.1 If installation Service is required all responsibility for Health & Safety will be the Hirer.

4. Commencement of Hire

- 4.1 FFL will deliver the Equipment to the Hirer's premises at the start of the Contract and will collect the Equipment on the expiry of the hire period. FFL will charge for this service at its standard delivery cost which will be payable by the Hirer in advance in addition to the Hire rate. The hire period shall start upon delivery of the Equipment. The Hirer will notify FFL at the time of order of any special requirements as to delivery.
- 4.2 Our drivers will endeavour to take very detailed photographs of all goods when making initial delivery showing condition of products prior to commencement of Hire Contract.
- 4.3 The initial hire period may be extended by written agreement with FFL.
- 4.4 The Hirer will allow or procure sufficient access to and from its premises and procure sufficient unloading space, facilities or equipment for FFL's employees or subcontractors to deliver the Equipment.
- 4.5 The Hirer will ensure that an authorised person is present on site at the time of delivery to sign for delivery and where no such authorised person is available on site the written confirmation of delivery of FFL's driver or agent shall be binding on the Hirer.
 - 4.5.1 The Hirer may collect the Equipment at its own expense by prior agreement with FFL.
- 4.6 Unless the Hirer notifies FFL to the contrary within 12 hours of the Equipment arriving at the Hirer's premises, FFL will be deemed to have delivered the Equipment in good condition and to the Hirer's satisfaction.
- 4.7 Subject to clause 5.2, hire charges shall start on delivery unless otherwise stated in the Contract. Charges due from the Hirer to FFL shall accrue from day to day. The day on which the Equipment leaves FFL's premises and the day on which the Equipment is returned to FFL's premises shall each be treated as full days for the purpose of calculating hire charges payable by the Hirer.
- 4.8 No order which has been accepted by FFL may be cancelled by the Hirer except at FFL's discretion and with FFL's written agreement. In that event FFL reserves the right to recover from the Hirer a minimum of twenty per cent of the hire charge for the Equipment for the initial hire period.
- 4.9 Our drivers will endeavour to take very detailed photographs of all goods when making initial delivery showing condition of products prior to commencement of Hire Contract.
- 4.10 Once an off hire has been completed that products will be taken to one of our Depots and fully inspected for any losses, damages, repairs, cleaning charges which will be notified to you. Any such charges will be determined by First Fence Limited. We will endeavour to keep any such products in "quarantine" for 72 Hours to allow you to inspect them should you wish to

5. End Of Hire Agreement & Collection of Goods

It is the responsibility of the Hirer to ensure that prior to off hire collection all goods are in one place, ready for easy and quick re loading onto our vehicle and stacked / banded in the same as in which they were originally delivered. It is the responsibility of the hirer to re load all goods back onto our vehicle unless pre agreed in writing prior to the contract.

6. Quotations

6.1 FFL reserves the right to withdraw or revise any quotation prior to accepting an order and to vary the quoted hire rate should any substantial increase in labour or transport occur before or during the hire period. 4.2 All quotations are made by FFL subject to the Equipment being available at the time of ordering. In the event of non-availability, FFL reserves the right to supply the most similar items available. 4.3 Unless expressly agreed the hire charge does not include any labour by FFL's employees.

7. Payment

- 7.1 The charges payable for hire shall be quoted to the Hirer or otherwise as shown in FFL's current price list from time to time. Time shall be of the essence for payment of the hire charges.
- 7.2 FFL requires a deposit for the Equipment and payment for the initial hire period to be paid in advance of delivery of the Equipment or to be collected by FFL at the time of order subject to FFL's discretion.
- 7.3 The Hirer shall pay the hire charge to FFL every 28 days in full and punctually in advance by cash or cheque or credit card standing order or direct debit, subject to FFL's discretion to grant credit for payment following bank or trade references.
- 7.4 Immediately upon termination of the Contract, the Hirer shall pay to FFL all monies then accrued due under the Contract in addition to any compensation payable hereunder.
- 7.5 The Hirer shall pay FFL immediately for all repairs and replacements to the Equipment under clause 7.7 (except for repairs and replacements arising from fair wear and tear).
- 7.6 For consumer hirers, (who are entering into the Contract other than in the course of business) FFL reserve the right to charge interest at the rate of 3% per month above Bank of England minimum lending rate on all overdue amounts.
- 7.7 For business hirers, FFL reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8 FFL reserves the right to set a reasonable credit limit for the Hirer and to terminate or suspend the Contract if allowing it to continue would result in the Hirer exceeding its credit limit or the credit limit is already exceeded.
- 7.9 In the event of FFL notifying the Hirer under clause 7.2 of damage caused to the Equipment FFL will invoice the Hirer for the cost of repairs with the final invoice for hire charges.
- 7.10 Payment for hire contracts will be required in advance unless you have Credit Facilities with our company with sufficient credit available. We reserve the right to cancel the contract should payments not be made as per pre agreed credit terms.
- 7.11 If payments are not received on time as agreed First Fence Limited reserve the right to cancel any on going hire contract and will endeavour to give 48 hours notice of our intended collection plans and it will be your responsibility to arrange alternative products from another supplier. We also reserve the right to charge the complete hire period initially agreed.
- 7.12 Hire Contract prices are based on minimum hire periods and prices will vary depending on length of hire. If goods are off hired for whatever reason earlier than initial agreed period then the full period of charges may still apply as price was based on this information.

8. Adjustment of Hire Charges

8.1 FFL reserves the right to vary the hire rate at any time by giving one week's prior written notice to the Hirer.

9. Maintenance and Repair

9.1 FFL's obligations:

- 9.1.1 FFL undertakes that at commencement of the hire the Equipment shall be in good working order and properly maintained
- 9.1.2 Following return of the Equipment to FFL, FFL will inform the Hirer within 7 days of its return of any damage caused during the hire period.

9.2 Hirer's Obligations:

- 9.2.1 The Hirer undertakes to carry out regular cleaning and maintenance of the Equipment and to carry out such other routine checks as may be recommended by FFL from time to time.
- 9.2.2 The Hirer undertakes to ensure that the Equipment is used safely and only by trained, competent staff and for the purpose for which it was designed or is reasonably suitable.
- 9.2.3 The Hirer undertakes to take all reasonable precautions to protect the Equipment from weather and adverse conditions and to safeguard it against theft, loss or damage from any cause.

- 9.2.4 The Hirer will provide FFL or its representative access or its insurers' representatives reasonable facilities and access to inspect, repair or replace the Equipment during FFL's normal business hours and so far as possible such work shall be carried out at times to suit the convenience of Hirer.
- 9.2.5 The Hirer will notify FFL of any damage as soon as possible and will not attempt any repair without FFL's prior authority.
- 9.2.6 The Hirer will not repair the Equipment or make any alterations unless authorised to do so by FFL. Any replacements by the Hirer shall immediately become the property of FFL and part of the Equipment unless otherwise agreed in writing with FFL.

10. Long-Term Hire Agreements

We may on long term hire contracts require access to our goods whilst on hire to you in order for stock taking / audit purposes and would give you 48 hours prior notice should this be necessary.

11. Liability for Loss, Damage or Personal Injury

FFL accept liability for:

- 11.1 death or personal injury caused by the negligence of FFL, its servants or employees or agents or contractors; any other loss or damage, subject to 11.2 and 11.3 below, caused by the negligence of FFL, its servants or employees or agents or contractors in which case liability is limited to £1 million for any one incident;
- 11.2 Subject to the above, all conditions, warranties or other terms as to the condition, quality, description or fitness for any purpose whatsoever of the Equipment are excluded to the fullest extent permitted by law.
- 11.3 Any liability of FFL under any circumstances for any loss to the Hirer of profit, loss of contracts between the Hirer and any third party, liabilities of whatever nature owed by the Hirer to any third party and/or any other financial or economic loss, whether direct or indirect or consequential loss or damage of whatever nature incurred by the Hirer or by any third person, is excluded.
- 11.4 If a business the Hirer accepts full responsibility for and shall indemnify FFL against all risks other than those set out in 11.1 above in respect of the Equipment including:
- 11.4.1 loss of or damage or destruction of the Equipment for any reason and costs of repair of the Equipment;
- 11.4.2 loss from its failure to return the Equipment in good order to FFL at the end of the hire period (fair wear and tear excepted);
- 11.4.3 cost of repairs where damage has been caused by the Hirer's fault or carelessness or misuse of the Equipment;
- 11.4.4 loss or damage to property and injury to any person for any reasons caused by the Hirer. In the case of loss or irreparable damage to the Equipment, the Hirer will pay FFL the full replacement value of such Equipment.
- 11.5 If a consumer the Hirer accepts full responsibility for and shall indemnify FFL against all risks other than those set out in 11.1 above in respect of the Equipment including:
- 11.5.1 loss of or damage to the Equipment for any reason and costs of repair of the Equipment;
- 11.5.2 loss or damage to property and injury to any person for any reasons caused by the Hirer.
- 11.6 On the occurrence of an event in clause 11.4. or clause 11.5 FFL shall be under no obligation to supply replacement Equipment. If the Hirer requests replacement Equipment then FFL reserves the right to negotiate a new contract.
- 11.7 When the Equipment is hired under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Hirer are not affected by these Terms.
- 11.8 The Hirer's responsibility under clauses 11.4 and 11.5 above shall start from the time the Equipment is delivered to the Hirer's site until it is removed from the site by or on FFL's instructions.

12. Ownership of Equipment

FFL shall remain the owner of the Equipment at all times. The Equipment shall at all times after delivery to the Hirer's site be under the direction or control of the Hirer only. The Hirer shall not without FFL's consent assign, sublet, mortgage, charge, pledge or part with possession or otherwise deal with the Equipment.

13. Handling of Equipment

- 13.1 The Hirer is fully responsible for the use of the Equipment only for the purposes and in places for which it is suitable and for its own business.
- 13.2 The Hirer is responsible for using the Equipment in a skilful, safe and workmanlike manner in accordance with the Regulations.
- 13.3 The Hirer shall notify FFL within 24 hours in the event of any accident, loss or damage arising to the equipment and in any way caused by or relating to the use of the Equipment. Oral notification shall be confirmed in writing to FFL within 3 working days.

14. Changes in Site

The Hirer shall keep the Equipment in its sole possession and under its control and, save where it is being repaired by FFL, shall not remove it from the premises to which it was delivered without FFL's prior written consent.

15. Owner Plates

FFL may affix or mark on the Equipment certain plates which may not be removed, mutilated or obliterated by the Hirer.

16. Termination

- 16.1 Where no fixed period of hire is agreed between FFL and the Hirer, either party may terminate the Contract at any time on giving the other one week's written notice.
- 16.2 Without prejudice to the other provisions of this Contract, FFL may terminate the Contract and enter upon the Hirer's premises to retake possession of the Equipment (for which purpose it shall be lawful for FFL to enter into or upon any of the Hirer's premises wherever the Equipment may be), in the event that:
- 16.2.1 any payment of the hire charges shall be overdue for 14 or more days; or
- 16.2.2 the Hirer shall fail to observe any of the terms and conditions of the Contract; or
- 16.2.3 the Hirer does or causes to be done or allows or suffers anything whereby FFL's rights in the Equipment are prejudiced or put into jeopardy; or
- 16.2.4 the Hirer dies or becomes bankrupt or shall enter into composition with its creditors or being a company shall have a receiver or a receiver and manager appointed; or
- 16.2.5 the Hirer shall go into liquidation whether voluntary or compulsory other than for the purposes of an amalgamation or reconstruction; or
- 16.2.6 the Hirer suffers any distress or process of execution to be levied on its goods.
- 16.3 If the Hirer terminates the Contract before the expiry of a hire period, the Hirer will be liable to FFL for all hire charges due until the end of the hire period.
- 16.4 FFL may terminate the Contract by written notice to the Hirer at any time if in the opinion of FFL and due to any act or negligence of the Hirer the Equipment is not worth repairing or cannot be repaired. In such event, FFL shall retain the hire charges for the outstanding period for which the charges have been paid.
- 16.5 When the Contract is terminated it will be the responsibility of FFL to collect the Equipment from the Hirer's site. If the Equipment is not collected on termination of the Contract the Hirer shall continue to accept full responsibility and liability as set out in clause 7 above.

17. Insurance

- 17.1 The Hirer shall at its own expense fully insure with a reputable insurance office the Equipment as described in the Contract for the value shown, against public liability and loss and damage and third party risks. If required the Hirer shall produce evidence of such insurance to FFL who shall be entitled to withhold delivery until such production.
- 17.2 The Hirer shall insure the Equipment for the risks set out in clause 11.4 and 11.5.
- 17.3 The proceeds of any such insurance that relate directly to the Equipment shall be held by the Hirer in trust for FFL and be paid to FFL on demand. The Hirer must not compromise any claim in respect of the Equipment without FFL's written consent.

18. Force Majeure

- 18.1 FFL will make every reasonable effort to discharge its obligations under this Contract in a prompt and efficient manner but does not accept liability for any failure or delay caused by circumstances beyond its reasonable control. If such circumstances occur, FFL will notify the Hirer and discharge its obligations as soon as such circumstances have ceased to affect its operations.

19. General

- 19.1 Any Equipment which replaces the Equipment specified in the Contract is subject to these terms and conditions.
- 19.2 The Contract and these terms form the entire agreement between FFL and the Hirer and supersede any previous agreement. They may not be varied except in writing between the parties.
- 19.3 No failure or delay by FFL in exercising its rights under the Contract shall be deemed to be a waiver of that right and no waiver by FFL of any breach by the Hirer shall be considered as a waiver of any subsequent breach.
- 19.4 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 19.5 In the event of a dispute FFL and the Customer shall endeavour to resolve any disagreement and on failing to do so either FFL or the Customer shall propose a third party to arbitrate on the issue in dispute. The decision of the arbitration board comprising FFL, the Customer and the third party shall be binding on both parties. Costs shall be borne by the party against whom the decision shall be made.
- 19.6 English law shall apply to these conditions and both parties agree to submit to the non-exclusive jurisdiction of the English courts.

- 19.7 If you are a customer, you have certain statutory rights regarding the return of defective goods and claims in respect of losses caused by our negligence or failure to carry out our obligations. These terms shall not affect your statutory rights.
- 19.8 Risk in the Hire, Goods and Products will pass immediately to the Hirer when they leave the physical presence of First Fence Limited. Risk in the Hire Goods will not pass to First Fence Limited from the Hirer until the Hire Goods are back in the possession of First Fence Limited. This will also apply even if First Fence Limited have agreed to cease charging Rental Charges.
- 19.9 The Title in the Hire Goods remains at all times with First Fence Limited. The Hirer has no right or title in the Hire Goods except that they are hired to them.
- 19.10 First Fence Limited will endeavour subject to stock availability to supply all products hired to you as brand new products. We will not accept products returned to us from other hire companies. Most of our products are branded "First Fence" and as such clearly identifiable.