

# TERMS AND CONDITIONS OF HIRE

## 1. VALIDITY AND APPLICATION

All and any business undertaken by Body Shop Solutions Limited T/as Celette ("the company") for the supply of goods as particularised on the face of its invoices shall be transacted subject solely to the Conditions of Hire and each condition shall be deemed to be incorporated in and shall be a condition of any agreement between the Company and the Hirer. These conditions shall prevail over and extinguish all terms and conditions of contract proposed, stipulated or referred to by the Hirer in correspondence, in its order form or elsewhere, whether before or after receipt by the Hirer of these Conditions of Hire and notwithstanding any purported stipulation by the Hirer contrary.

No agent or employee of the Company has the Company's authority to alter or vary any of these conditions, either orally or in writing. There shall be no variation of these conditions save and unless specifically agreed in writing by a Director of the Company.

The Company by accepting any order for goods from the Hirer agrees to hire and the Hirer agrees to hire those goods at the price stated on the Company's invoice and on the sole basis of the terms and conditions of the Company whether appearing on such invoice or in these Conditions of Hire and any such agreement between the Company and the Hirer is hereinafter referred to as a contract in respect of those goods.

No term or condition save for the terms and conditions contained herein shall be implied or otherwise incorporated into any such contract as a result of any alleged trade custom or usage or of any previous course of dealing between the parties. No variation to these Conditions shall be implied by any indulgence shown to the Hirer under this or any other contract between the Company and the Hirer. These Conditions of Hire shall take precedence over and supersede any previous terms and conditions of the hire of the Company.

The unenforceability or invalidity of one or more of these conditions or part thereof shall not affect the enforceability or validity of any condition or the remainder thereof.

Where the Hirer does not hire the goods in the course of its business these Terms and Conditions of Hire shall not affect such Hirer's statutory rights.

## 2. TERMS OF PAYMENT

The terms of payment are net monthly accounts, time being of the essence, unless separate terms of payments have been previously agreed. Hirers without an agreed credit facility must pay the Company an upfront payment for one weeks rental period, prior to the shipment of goods. Interest at the rate of 2% per month is chargeable on all overdue payments. The normal length of hire is 1 week (5 working days). All excess days will be charge pro-rata. Saturdays, Sundays and Bank Holidays are not chargeable. If you are a Partner in an unincorporated Partnership or an unincorporated Sole Trader your data will be transferred to our financiers for the purpose of providing finance. Their details are available upon request

## 3. CANCELLATIONS

No cancellation shall be effective until and unless accepted in writing by the Company. The Hirer must notify the Company prior to shipment of goods to prevent any incurrence of carriage charges. Goods already in transit to the Hirer will be chargeable and incur a charge in respect of carriage and an administrative fee.

## 4. CARRIAGE CHARGES

The cost of carriers of the Company's choice to any destination in the UK or Ireland is included in the recommended user price. Extra costs incurred in using a carrier of the customer's choice will be charged. Passenger train charges will be invoiced in full. Guaranteed Special Delivery Charges agreed but the Company are at the cost of the Hirer.

## 5. PACKAGING CHARGES

Every reasonable effort will be made to despatch goods in returnable containers. The packing cases, must be returned, carriage paid included in the invoice price, in good condition.

## 6. PRICES

The Company's prices shown are subject to change without prior notice. At all times prices applicable are those ruling at the date of despatch.

## 7. DELIVERY

In no circumstances shall time for delivery be of the essence of the contract. All reasonable efforts will be made to deliver goods by the date indicated in the contract but any delivery date stated is an estimate only and in no circumstances shall the company have any liability for any loss or damage sustained in consequence of any delay in delivery. The Company makes every reasonable effort to ensure next day delivery to the Hirer, with exception of the weekend and holiday periods.

## 8. COLLECTIONS

It is the Hirer's responsibility to ensure the equipment is re-packaged as delivered to them, ready for collection. All exposed metal items must be wrapped prior to collection.

Should the collection of the equipment have to be aborted due to the incorrect packaging of the goods, then the additional costs incurred will be chargeable. It is the Hirer's responsibility to telephone or fax the Hire Office to confirm the equipment is ready to be collected 'off-hired'. The Hirer will be charged for a rental period from the date specified on the Hire Document until this notification of collection required. The Company arranges for the collection of the goods, the cost of which is included in the rental charge as shown on the invoice.

## 9. DAMAGE OR LOSS IN TRANSIT

The Hirer shall be responsible for examining the goods upon delivery for any obvious damage or shortfall.

Any damage or partial loss in transit must be reported to the Company within 24 hours and confirmed in writing to the Company and to the carrier within two days of receipt of goods. In the event of total non-delivery the Company and the carrier must be notified in writing within two days from the due date of despatch. Unless these conditions are complied with the Company shall not accept any responsibility for loss or damage in transit. The Hirer must not attempt to repair or repair the equipment unless authorised to do so by the owner. The Hirer accepts all responsibility for and will indemnify the owners and their employees against all claims however caused and whether based on negligence or otherwise, including all damages and costs arising out of the Hire (including re-hire) of the equipment.

The equipment will be inspected by the Company upon return of goods and any losses or damaged found will be chargeable to the Hirer. All losses or damages will be charged to the Hirer at current prices.

## 10. RETURNED GOODS

It is the Company's policy not to accept goods back for credit once they have been correctly despatched against a firm order. In exceptional circumstances agreement may be given in writing to such acceptance, subject to the conditions set out in the letter agreeing the return of goods. For guidance only the conditions that the Company normally (and at its sole discretion) imposes are a charge for the equivalent carriage costs of the goods returned in addition to an administrative fee:

## 12. WARRANTY

All conditions, warranties and representations implied by statute, common law or trade usage or otherwise are hereby excluded and these Conditions of Hire only shall apply save that the provision shall not affect any liability of the Company for death or personal injury caused by the negligence of the Company.

The company shall be under no liability whatsoever for any losses or damage caused by or arising out of the use or condition of the equipment. The Hirer must not attempt to repair or repair the equipment unless authorised to do so by the owner.

## 13. SERVICE

Full service facilities are available via the Company's accredited service agents.

## 14. RISK

The goods shall be at the Hirer's risk from the date of delivery and the Hirer shall as from the date of

delivery and thereafter be liable for any loss or damage to the goods howsoever caused notwithstanding any refusal of delivery by the Hirer.

## 15. TITLE RESERVATION

The equipment remains the property of the Company at all times.

a) Property in the goods supplied by the Company to the Hirer shall remain in the Company, which reserves the right to dispose of the goods at its discretion;

b) The Hirer shall store and mark the goods in such a way as to enable them to be easily identified as the property of the Company

c) If the Hirer shall mix the Company's goods with or incorporate them in other goods, those other goods shall be the property of the Company and sections (a) and (b) above apply thereto;

d) The Hirer shall not be at liberty to sell the goods.

e) The Company may by written notice terminate the Hirer's power of hire at any time if the Hirer ceases business or threatens to cease carrying on business or goes, threatens to go or is in the opinion of the Company likely to go into bankruptcy, receivership, administration or liquidation and at any time after the termination of the power of hire, the Company may re-process the goods and for this purpose the Hirer hereby grants to the Company or its representatives an irrevocable licence to enter upon any premises to the Hirer.

## 16. INDEMNITY

The Hirer shall hold and save the Company harmless from all liability of whatever nature or kind to third parties or otherwise for or on account of the operation or use of any goods supplied by the Company under or as a result of this Contract except in respect of liability of the Company for negligence resulting in death or personal injury.

## 17. PATENTS

Where the Company agrees to modify or redesign its products at the Hirer's request or otherwise to supply special goods to the Hirer's specifications it does so strictly on the basis that the Hirer shall indemnify the Company against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of or arising from any claim for infringement of Letters patent, Trade Mark, Registered Design of copyright relating to any products supplied to the Hirer's design or following the Hirer's instructions. For the purposes of the section 'Hirer' shall be deemed to include any customer of the Hirer.

## 18. NAMEPLATES

Any nameplates or other form of identification which the Company has affected to or marked upon any article hired by the Company shall not be removed by the Hirer or by anyone on the Hirer's behalf without the Company's consent in writing.

## 19. GOVERNING LAW

These Conditions of Hire and any contract concluded pursuant to them shall be governed by and construed according to the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.