

## STANDARD TERMS & CONDITIONS

### SUPPLY OF HIRE EQUIPMENT

PLEASE NOTE THAT THESE TERMS ARE USED WITH TRADERS AND WITH CONSUMERS AND IN CERTAIN AREAS DIFFERENT PROVISIONS APPLY TO EACH AS FOLLOWS:

- Part A: General Terms applying to Traders and Consumers;
- Part B: Terms applying only to Consumers; and
- Part C: Terms applying only to Traders.

A **"Trader"** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

A **"Consumer"** means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

Before placing an order, the Hirer should read these Terms carefully as they contain important information about HSS Service Group Limited and the Contract.

WHERE THE HIRER IS A CONSUMER, THE HIRER'S ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING HSS SERVICE GROUP LIMITED LIABILITY TO THE HIRER SET OUT IN PART B.

#### **PART A: GENERAL TERMS APPLYING TO TRADERS AND CONSUMERS**

##### **1. DEFINITIONS**

1.1 In these Terms: the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below:

**"Additional Charges"** means charges applicable to the provision of the Equipment which are charged in addition to the Charges including those additional costs and expenses referred to in these Terms;

**"Charges"** means the charges set out in the Contract or if no charges are detailed in the Contract, HSS Service Group Limited standard charges for the relevant Equipment in force on the date HSS Service Group Limited issues a written acceptance of the Order to the Hirer;

**"Commencement Date"** means the date on which the relevant Contract is formed in accordance with clause 3.2;

**"Contract"** means the contract between HSS Service Group Limited and the Hirer formed in accordance with clause 3.2;

**"Damage Waiver"** means the optional waiver of liability for payment by the Hirer for damage to Equipment as set out in clause 7;

**"Deposit"** has the meaning given in clause 6.3;

**“Equipment”** means the items of equipment to be hired by the Hirer as listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for the equipment;

**“Group”** means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**“Hire Period”** means the period of hire of the Equipment as set out in the Contract, unless the Contract is terminated earlier in accordance with these Terms or extended by agreement between HSS Service Group Limited and the Hirer;

**“Hirer”** means the Consumer or Trader set out as such in the Contract;

**“HSS Service Group Limited”** means the relevant HSS Service Group Limited company set out in the Contract;

**“Order”** means the individual orders for the hire of Equipment placed by the Hirer from time to time in a branch, over the telephone, via our website or the HSS SERVICE GROUP LIMITED app in accordance with these Terms;

**“Replacement Cost”** means the cost of replacing with new any item of Equipment or part of it including but not limited to the cost of the item or part of it, any unpaid Charges that would otherwise have been paid by the Hirer were it not for such replacement, and a reasonable administrative charge to be determined by HSS Service Group Limited covering the cost to HSS Service Group Limited of administering the replacement;

**“Site”** means any premises or location at which the Equipment is to be delivered to or collected from or is otherwise located;

**“Supplier”** means (where applicable) the third party from whom HSS Service Group Limited will hire the Equipment and then rehire such Equipment to the Hirer pursuant to these terms;

**“Terms”** means these terms and conditions.

1.2 references to the singular include the plural and vice versa and references to any gender include every gender;

1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 in the event that there is a conflict between Part A, Part B and Part C, Part A shall prevail and then Part B in the case of a Consumer and Part C in the case of a Trader; and

1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

## **2. INFORMATION ABOUT HSS SERVICE GROUP LIMITED AND CONTACTING HSS SERVICE GROUP LIMITED**

**2.1 Who is HSS Service Group Limited.** The name, company registration number, registered office address and VAT number of the relevant HSS company from which the Equipment will be hired is set out in the Contract.

**2.2 How to contact HSS Service Group Limited.** If the Hirer has any questions or if the Hirer has any complaints, the Hirer should contact HSS Service Group Limited via any of the methods available at [www.thehireservicecompany.com/hire/contact-us](http://www.thehireservicecompany.com/hire/contact-us).

**2.3 How HSS Service Group Limited may contact the Hirer.** If HSS Service Group Limited has to contact the Hirer, HSS Service Group Limited will do so by telephone or by writing to the Hirer at the email address or postal address the Hirer provides to HSS Service Group Limited in the Order.

### **3. FORMATION OF CONTRACT AND ORDERS**

**3.1 The Hirer's Order is an offer to hire from HSS Service Group Limited.** Each Order placed by the Hirer will be an offer by the Hirer to hire the Equipment on these Terms. The Hirer will ensure that each Order is accurate and complete and that the Equipment is suitable for the Hirer's requirements.

**3.2 How we, HSS Service Group Limited, accept the Order.** A Contract will be formed between Service Group Limited and the Hirer for the provision of the Equipment set out in the Order, when Service Group Limited issues a written acceptance (including by email) of the Order to the Hirer.

**3.3 HSS Service Group Limited may not accept your Order.** If HSS Service Group Limited is unable to accept an Order for any reason, HSS Service Group Limited will inform the Hirer of this and will not charge for the Equipment.

**3.4 When will the Contract commence.** The Contract shall commence on the Commencement Date and shall continue for the Hire Period unless terminated earlier in accordance with these Terms.

**3.5 Availability of Equipment.** If we cannot supply the Equipment at the start of the Hire Period, we may need to substitute it with an alternative of equivalent standard. You may elect to refuse a substitute we offer in which case we will refund any money you have paid in advance for the Equipment.

**3.6 Orders may be fulfilled by our suppliers.** Your Order may be fulfilled by one of our suppliers. In such cases:

3.6.1 the Equipment may not be delivered by HSS Service Group Limited. The Hirer shall ensure that it carries out adequate inspection of the Equipment on delivery and shall note any shortages or damages on the delivery documents; and

3.6.2 the charges for the Equipment will be payable by the Hirer to HSS Service Group Limited in accordance with the payment terms set out in these Terms. In addition, HSS Service Group Limited may invoice the Hirer for any Additional Charges which may be levied against HSS Service Group Limited by the Supplier in relation to the Contract or the Equipment.

**3.7 Minimum Hire Period. A minimum hire period may apply to the Equipment.** The Hirer may not terminate any Contract in respect of the hire of Equipment prior to the expiry of any

minimum Hire Period. Where the Hirer purports to cancel or terminate the Contract where HSS Service Group Limited is not at fault prior to the expiry of any minimum Hire Period, the full charges for the Equipment shall continue to be chargeable for the remainder of the minimum Hire Period.

#### **4. THE EQUIPMENT**

4.1 HSS Service Group Limited retains ownership of the Equipment. The Hirer acknowledges that the Equipment remains at all times the property of HSS Service Group Limited or the Supplier (as applicable). The Hirer has no right, title or interest in the Equipment except that it is hired to the Hirer in accordance with the terms of the Contract.

**4.2 The Hirer will have quiet possession of the Equipment.** HSS Service Group Limited and the Supplier (as applicable) shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment during any Hire Period.

**4.3 Hirer to notify HSS Service Group Limited of issues with, or caused by the Equipment.** The Hirer shall immediately notify HSS Service Group Limited of any loss, accident, damage or defect in the Equipment or if the Hirer considers that the Equipment may cause damage to the Hirer's property.

**4.4 HSS Service Group Limited may access a Site to inspect and repair the Equipment.** The Hirer shall grant (or shall procure that HSS SERVICE GROUP LIMITED, the Supplier or their authorised representatives are granted) access to the Site at all such reasonable times on reasonable notice to:

4.4.1 inspect the Equipment and ensure the Hirer's compliance with its obligations under the Contract; and/or

4.4.2 carry out any inspections or repairs of the Equipment.

**4.5 The Hirer will replace any fuel in the Equipment.** Where the Equipment is supplied with fuel, the Hirer shall return the Equipment with the same or a greater amount of fuel. HSS Service Group Limited shall be entitled to charge the Hirer for any refuelling costs if the Hirer fails to comply with this clause 4.5, at such rates as may be notified to the Hirer from time to time.

**4.6 Use and storage of the Equipment by Hirer.** The Hirer:

4.6.1 shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) but the Hirer shall not repair or allow any third party (other than the Supplier and only where directed by HSS Service Group Limited) to repair the Equipment and shall notify HSS Service Group Limited immediately if any repair is necessary;

4.6.2 shall where the Equipment requires fuel, oil and/or electricity, ensure that the proper type of fuel, oil and/or voltage is used;

4.6.3 shall not sell, licence or create any security interest or type of preferential arrangement on or over the Equipment;

4.6.4 shall use the Equipment in compliance with all laws and applicable regulations including any health and safety legislation which relates to the use of the Equipment and in accordance

with any operating and/or safety instructions provided to or supplied to the Hirer by HSS Service Group Limited;

4.6.5 shall not make any alteration to the Equipment (including defacing or covering up any name plate or mark);

4.6.6 shall not without the prior written consent of HSS Service Group Limited, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;

4.6.7 shall not, without the prior written consent of HSS Service Group Limited, part with control of the Equipment;

4.6.8 shall not do or permit to be done anything which could invalidate HSS Service Group Limited' or the Supplier's insurances;

4.6.9 is responsible for the security of the Equipment whilst in the Hirer's possession; and

4.6.10 will take all appropriate measures to secure the Equipment at the Site, including when not in use.

**4.7 Damage to or loss of Equipment.** Subject to clause 7, the Hirer shall pay HSS Service Group Limited:

4.7.1 all costs and expenses in respect of: (i) rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Hirer's risk; and (ii) cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for rehire. Such costs and expenses shall be confirmed to the Hirer by HSS Service Group Limited, subject to supporting documentation. In addition, the Hirer will continue to pay the Charges until any repairs and or cleaning have been completed; and

4.7.2 the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Hirer will continue to pay the Charges, until the Replacement Cost has been received by HSS Service Group Limited.

**4.8 Consequences of expiry or cancellation of the Contract.** On expiry or cancellation of the Contract for whatever reason all Equipment at such time in the possession of the Hirer shall immediately become due for return to HSS Service Group Limited or its nominated supplier.

**4.9 HSS Service Group Limited requires access to recover or substitute the Equipment.** The Hirer will grant, and will ensure that the owner of any third party premises will grant to HSS Service Group Limited or the Supplier, their agents, employees and sub-contractors the right at any time to enter any premises where the Equipment is or may be stored in order to recover or substitute the Equipment. The rights granted in this clause 4.9 are without prejudice to any rights and remedies of HSS Service Group Limited.

**4.10 Substitution of the Equipment.** HSS Service Group Limited may substitute the Equipment from time to time with an alternative piece of equipment of an equivalent standard. HSS Service Group Limited will give you reasonable notice if it intends to do this.

## 5. DELIVERY AND COLLECTION

**5.1 When HSS Service Group Limited will provide the Equipment.** During the order process HSS Service Group Limited will let the Hirer know when HSS Service Group Limited or the Supplier (as applicable) will provide the Equipment.

**5.2 HSS Service Group Limited is not responsible for delays outside of HSS Service Group Limited' control.** If the supply of the Equipment is delayed by an event outside HSS Service Group Limited control (including but not limited to any disruption or delay to HSS Service Group Limited business or supply chains arising as a result of the United Kingdom's exit from the European Union or any form of health epidemic) then HSS Service Group Limited will contact the Hirer as soon as possible to let the Hirer know and HSS Service Group Limited will take steps to minimise the effect of the delay. HSS Service Group Limited will not be liable for delays caused by any event outside HSS Service Group Limited' control, but if there is a risk of substantial delay the Hirer may contact HSS Service Group Limited to end the Contract and receive a refund for any Equipment paid for but not received.

**5.3 If the Hirer does not allow access to provide the Equipment.** If the Hirer does not allow or procure HSS Service Group Limited or the Supplier access to its property to provide the Equipment as arranged HSS Service Group Limited may charge the Hirer additional costs incurred by HSS Service Group Limited as a result. If, despite HSS Service Group Limited' or the Supplier's reasonable efforts, the Hirer is not contactable or access to the Hirer's property cannot be re-arranged within a reasonable period of time, HSS Service Group Limited may end the contract. It is the Hirer's responsibility to ensure that the Site has been inspected by the Hirer and that the Site is adequately prepared to allow HSS Service Group Limited or the Supplier to access it to effect Delivery in a safe manner without causing damage. The Hirer acknowledges that HSS Service Group Limited or the Supplier may effect deliveries or collections in large, heavy commercial vehicles and will hold HSS Service Group Limited harmless in the event of any damage caused by lack of Site preparation by the Hirer, to include poor access routes and/or ground conditions. If the Hirer has any concerns around access and safe delivery, this should be raised with HSS Service Group Limited staff prior to completing an Order and noted on the Order, failing which HSS Service Group Limited shall have no liability for damage to Site or delayed or failed delivery and the Hirer shall be liable for any related charges, including redelivery charges.

**5.4 When the Hirer becomes responsible for the Equipment.** Delivery will occur when the Equipment is made available to the Hirer at the delivery address (whether at HSS Service Group Limited' premises or at the Site). Unless otherwise agreed by the parties in writing, risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery in accordance with this clause and will return to HSS Service Group Limited (or its Supplier as applicable) once loading of the Equipment onto the collection vehicle is complete. For the avoidance of doubt, where the Hirer contacts HSS Service Group Limited or otherwise uses the HSS Service Group Limited app to off-hire the Equipment, risk will always remain with the Hirer until loading onto the collection vehicle is complete.

**5.5 What will happen if the Hirer does not give required information to HSS Service Group Limited.** HSS Service Group Limited may need certain information from the Hirer so that HSS Service Group Limited can supply or arrange the supply of the Equipment, for example, delivery details. HSS Service Group Limited will contact the Hirer to ask for this information. If the Hirer does not give HSS Service Group Limited this information within a reasonable time of HSS

Service Group Limited asking for it, or if the Hirer gives HSS Service Group Limited incomplete or incorrect information, HSS Service Group Limited may either end the Contract or make an additional charge of a reasonable sum to compensate HSS Service Group Limited for any extra work that is required as a result. HSS Service Group Limited will not be responsible for supplying the Equipment late or not supplying any part of it if this is caused by the Hirer not giving HSS Service Group Limited the information HSS Service Group Limited needs within a reasonable time of HSS Service Group Limited asking for it.

**5.6 If the Hirer does not allow access to collect the Equipment.** The Hirer shall grant or procure the grant of access to the Site to HSS Service Group Limited or the Supplier to allow the collection of the Equipment and make the Equipment available for collection by HSS Service Group Limited or the Supplier on the date and time agreed between HSS Service Group Limited and the Hirer. If HSS Service Group Limited or the Supplier is unable to collect the Equipment as arranged HSS Service Group Limited may charge the Hirer any additional costs incurred by HSS Service Group Limited as a result.

**5.7 Branch collections and returns.** When a Hirer wishes to collect or return HSS Service Group Limited owned Equipment from or to an HSS Service Group Limited branch or place of business, it shall be the Hirer's responsibility to prepare its vehicle so that the collection/return can be carried out without damage being caused to such vehicle or injuries being sustained by the Hirer or by HSS Service Group Limited staff and the Hirer shall hold HSS Service Group Limited harmless in the event of contravention of this. In addition, the Hirer must only return any HSS Service Group Limited owned Equipment to an HSS Service Group Limited branch in the same country that the Equipment was supplied or collected from (specifically, such Equipment collected in Northern Ireland must be returned in Northern Ireland). Should the Hirer have any doubt as to whether these requirements can be complied with, it should ask HSS Service Group Limited to arrange a collection/delivery, subject to Charges (as applicable).

## **6. CHARGES AND PAYMENT**

**6.1 Where to find the Charges.** The Charges (which includes VAT) will be the price indicated on the order pages (or otherwise notified to the Hirer) when the Hirer places the Order.

**6.2 Variation of the Charges.** HSS Service Group Limited will be entitled to vary the Charges and any Additional Charges at any time by giving written notice to the Hirer to reflect any variation in the cost of supplying the Equipment which arises as a consequence of:

6.2.1 any variation in the Hirer's requirements for the Equipment;

6.2.2 any increase in the costs payable to the Supplier;

6.2.3 any information provided by the Hirer being inaccurate or incomplete; or

6.2.4 any failure or delay by the Hirer in providing information.

**6.3 A deposit or other payment information may also be required.** At the time the Equipment is ordered, HSS Service Group Limited may also require the Hirer to pay a deposit and/or require the Hirer to provide details of a valid credit or debit card and allow HSS Service Group Limited to take a deposit.

**6.4 Status of the Deposit.** The Deposit shall be a deposit against default by the Hirer of payment of any Charges or any Additional Charges or any loss of or damage caused to the Equipment.

**6.5 HSS Service Group Limited may off-set the Deposit against amounts owed by the Hirer to HSS Service Group Limited.** If the Hirer fails without due cause to make any payment of the Charges or any Additional Charges or any Replacement Cost or causes any loss or damage to the Equipment (in whole or in part), HSS Service Group Limited shall be entitled to apply the Deposit in part or in whole against any such costs and by providing the Deposit the Hirer specifically consents to this.

**6.6 Return of Deposit.** Unless HSS Service Group Limited is entitled to make a deduction from the Deposit in accordance with clause 6.5, the full amount of the Deposit will be returned to the Hirer at the end of the Hire Period.

**6.7 When the Hirer must pay and how.** The Hirer must pay the Charges at the time agreed in the Contract. Unless otherwise agreed by the parties in writing or in the Contract, any invoices submitted by HSS Service Group Limited shall be paid by the Hirer within a period of thirty (30) days from the end of the month in which the relevant invoice is issued.

**6.8 HSS Service Group Limited will pass on changes in the rate of VAT.** If the rate of VAT changes between the Order date and the date HSS Service Group Limited supplies the Equipment, HSS Service Group Limited will adjust the rate of VAT that the Hirer pays, unless the Hirer has already paid for the Equipment in full before the change in the rate of VAT takes effect.

**6.9 HSS Service Group Limited can charge interest if the Hirer pays late.** If the Hirer is a Consumer, the provisions of clause B 15 shall apply. If the Hirer is a Trader, the provisions of clause C 20.5 shall apply.

**6.10 Other remedies of HSS Service Group Limited for late payment.** Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be responsible for reasonable legal charges incurred by HSS Service Group Limited in the recovery of amounts due or the recovery of the Equipment. In addition HSS Service Group Limited is entitled to suspend further services to the Hirer.

## **7. DAMAGE WAIVER**

Damage Waiver may be offered to the Hirer or, in some cases, may be a requirement by HSS Service Group Limited of its Contract with the Hirer. The provisions of clauses 7.1 to 7.5 shall apply if Damage Waiver has been taken up by the Hirer. It is important to note that Damage Waiver only provides you with cover as set out in this Clause 7.

**7.1 Damage Waiver:** Subject to the remainder of this clause 7, if the Hirer pays the Damage Waiver charge, being a sum equal to 16% of the Charges (where available as an option), HSS Service Group Limited will waive any further charges for:

7.1.1 rectifying accidentally damaged Equipment; and/or

7.1.2 theft of the Equipment.

**7.2 Conditions of Damage Waiver applying:** The waiver provided by Damage Waiver is subject to the following conditions:



7.2.1 the Hirer must be able to demonstrate that reasonable care has been taken to prevent theft;

7.2.2 theft of Equipment must be reported to the Police and a crime reference number obtained; and

7.2.3 the Hirer must notify HSS Service Group Limited within forty eight (48) hours of the theft, obtain an HSS Service Group Limited theft report form via the Contact us section of [www.thehireservicecompany.com](http://www.thehireservicecompany.com) and return it as instructed.

**7.3 When Damage Waiver will not apply.** Damage Waiver shall not apply and the Hirer shall be responsible for any damage to, or loss of, the Equipment in the following circumstances:

7.3.1 theft of consumable goods;

7.3.2 theft due to the dishonesty, wilful default or negligence of the Hirer, its employees, sub-contractors or agents;

7.3.3 theft where the Equipment was left unattended overnight outside a secured compound or building;

7.3.4 theft from a vehicle where the Equipment was left visible and unattended;

7.3.5 loss of Equipment revealed only when an inventory is made or at collection;

7.3.6 loss arising from civil disturbance; and/or

7.3.7 loss occurring outside the UK.

**7.4 Limitations and exclusions for Damage Waiver:** Damage Waiver does not cover the following and the Hirer shall remain responsible to HSS Service Group Limited for:

7.4.1 the first £50 or 20% of the Replacement Cost (whichever is the greater amount) of any Equipment damage or loss claim and any and all amounts of damage or loss exceeding £5,000 for any single Contract;

7.4.2 tyre punctures and/or Replacement Costs due to irreparable tyre damage;

7.4.3 damage or loss caused by the Hirer's negligence, damage or breach of the Contract including damage or loss connected to the Hirer's obligations set out in clause 4.6; and

7.4.4 damage or loss caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the Equipment by the Hirer.

## **8. ENDING THE CONTRACT**

**8.1 Automatic termination at day 88 of the Contract term.** Where the hire is to a Hirer who is an "individual" (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated.

**8.2 Grounds for mutual termination.** Either party may, immediately on giving written notice to the other party, terminate the Contract and/or the relevant Contract without payment of compensation if the other party:

8.2.1 commits a material breach of the Contract which is incapable of remedy;

8.2.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within seven (7) days of a written notice setting out the breach and requiring it to be remedied being given by the other party; and/or

8.2.3 becomes Insolvent and each party shall notify the other party immediately upon becoming Insolvent.

**8.3 Termination on Notice.** Subject to clause 3.7, either party may terminate the Contract on giving the other party not less than five (5) days' notice in writing.

**8.4 HSS Service Group Limited' rights to terminate.** HSS Service Group Limited may terminate the Contract immediately on giving written notice to the Hirer if:

8.4.1 the Hirer does not, within a reasonable time of us asking for it, provide HSS Service Group Limited with information that is necessary for HSS Service Group Limited to provide the Equipment;

8.4.2 the Hirer does not, within a reasonable time, allow HSS Service Group Limited or its Supplier to deliver or collect the Equipment to the Hirer or the Hirer does not collect them from HSS Service Group Limited;

8.4.3 the Equipment is lost, stolen, seized, confiscated or in HSS Service Group Limited' reasonable opinion or the opinion of its insurer(s), damaged beyond repair;

8.4.4 the Hirer fails to pay any of HSS Service Group Limited' invoices within thirty (30) days from the due date for payment;

8.4.5 the Supplier terminates its agreement with HSS Service Group Limited;

8.4.6 (in relation to Traders only) the Hirer (or its associated persons, agents or subcontractors) is shown not to be running its business in accordance with applicable law and regulations and with high levels of governance and ethical standards or cannot evidence such standards by way of appropriate policies and controls (or otherwise) to HSS Service Group Limited's reasonable satisfaction, including but not limited to compliance with the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 (anti-facilitation of tax evasion) and the General Data Protection Regulation; or 10 8.4.7 the Hirer otherwise breaks these Terms.

**8.5 The Hirer's right to the Equipment ends when the Contract ends.** Without prejudice to the remainder of these Terms, on the termination or expiry of the Contract HSS Service Group Limited' consent to the Hirer's possession of the Equipment shall terminate and HSS Service Group Limited or the Supplier may take possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.

**8.6 Accrued rights and remedies will not be prejudiced by termination or expiry.** The termination of the Contract (or any part of it) shall be without prejudice to the rights and remedies of either party which may have accrued up to the date on which the Contract expires or is cancelled for whatever reason.

**8.7 Consequences of termination or expiry.** Upon the termination or expiry of the Contract, howsoever caused, without prejudice to any other rights or remedies of HSS Service Group Limited:

8.7.1 HSS Service Group Limited shall be entitled to invoice all Charges and Additional Charges incurred which have not yet been invoiced;

8.7.2 the Hirer shall pay on demand all Charges and Additional Charges which are due but are unpaid at the date of demand, together with any interest accrued; and

8.7.3 the Hirer shall pay on demand all costs and expenses incurred by HSS Service Group Limited in recovering the Equipment and/or in collecting any sum due under the Contract (including any storage, transport, insurance, repair, legal and remarketing costs).

**8.8 Definition of Insolvent.** “Insolvent” means where a person ceases to trade, is unable to pay its debts as they fall due or where a person becomes, or is likely to become, insolvent or bankrupt including where a person has a receiver, administrative receiver, administrator or provisional liquidator appointed; is subject to a notice of intention to appoint an administrator; passes a resolution for its winding-up has a winding up order made by a court in respect of it; enters into any composition or arrangement with creditors (save in respect of a solvent restructuring) or has any steps or actions taken in connection with any of these procedures in any jurisdiction.

## **9. HOW TO END THE CONTRACT WITH HSS SERVICE GROUP LIMITED**

**9.1 Telling HSS Service Group Limited.** To exercise the right to terminate, the Hirer must inform HSS Service Group Limited by a clear statement (e.g. a letter sent by post or e-mail), using the information above under “How to contact HSS Service Group Limited” in clause 2.2.

**9.2 Returning Equipment after ending the Contract.** If the Hirer ends the Contract for any reason after Equipment has been dispatched or delivered to the Hirer, the Hirer must return it to HSS Service Group Limited or allow HSS Service Group Limited or the Supplier to collect it. Please contact us using the information above under “How to contact HSS Service Group Limited” in clause 2.2.

**9.3 What HSS Service Group Limited charges for collection.** If the Hirer is responsible for the costs of return and HSS Service Group Limited or the Supplier is collecting the Equipment from the Hirer, HSS Service Group Limited will charge the Hirer the direct cost to HSS Service Group Limited of collection.

## **10. VARIATION**

**10.1 Which version of our Terms apply to your order.** HSS Service Group Limited amends these Terms from time to time. Every time a Hirer orders Equipment from us, the terms in force at the time of the Order and available at [www.thehireservicecompany.com](http://www.thehireservicecompany.com) will apply to the Contract between the Hirer and HSS Service Group Limited.

**10.2 Amending the Terms applicable to your Order.** HSS Service Group Limited may revise these Terms as they apply to an Order from time to time to reflect the following circumstances:

10.2.1 changes in relevant laws and regulatory requirement; and

10.2.2 changes to HSS Service Group Limited’ processes and procedures. If HSS Service Group Limited have to revise these Terms as they apply to an Order, HSS Service Group Limited will

contact the Hirer to give the Hirer reasonable advance notice of the changes and let the Hirer know how to cancel the Contract if the Hirer is not happy with the changes. The Hirer may cancel either in respect of all the affected Equipment or only for any Equipment the Hirer has yet to receive. If the Hirer opts to cancel, the Hirer will have to return (at HSS Service Group Limited's cost) any relevant Equipment already received and HSS Service Group Limited will arrange a full refund of the price paid by the Hirer.

## **11. HOW HSS SERVICE GROUP LIMITED WILL USE A HIRER'S PERSONAL INFORMATION**

HSS Service Group Limited is the data controller of any personal information a Hirer provides to us. HSS Service Group Limited will collect and process such information in order to process and fulfil an Order. Where your Order is fulfilled by one of our suppliers, your data will be provided to the supplier for such purpose.

If the Hirer is an individual providing HSS Service Group Limited with its own personal information, please see HSS Service Group Limited's privacy policy which is available on our website (<https://www.thehireservicecompany.com/hire/privacy-and-cookies-policy>) for further information on how personal information is used and rights in relation to that information.

If the Hirer is providing personal data of another individual to HSS Service Group Limited, the Hirer must tell that individual that the Hirer is providing their information to HSS Service Group Limited and show them a copy of this notice.

## **12. GENERAL**

12.1 Even if HSS Service Group Limited delays in enforcing a Contract, HSS Service Group Limited can still enforce it later. If HSS Service Group Limited fails to insist that the Hirer performs any of its obligations under a Contract or if HSS Service Group Limited does not enforce its rights against the Hirer, or if HSS Service Group Limited delays doing so, that will not mean that HSS Service Group Limited has agreed not to enforce its rights against the Hirer and will not mean that the Hirer does not have to comply with those obligations. If HSS Service Group Limited does waive a default by the Hirer, HSS Service Group Limited will only do so in writing, and that will not mean that HSS Service Group Limited will automatically waive any later default by the Hirer.

12.2 If a court finds part of the Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any term is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.3 Nobody else has any rights under a Contract. The Contract is between the Hirer and HSS Service Group Limited. No other person shall have any rights to enforce any of its terms.

12.4 Transfer of rights to someone else. The Contract is personal to the Hirer and the Hirer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of HSS Service Group Limited. HSS Service Group Limited may assign or transfer any or all of its rights and obligations under the Contract to any member of its Group and shall give written notice to the Hirer on or after such event.

### **13. GOVERNING LAW AND JURISDICTION**

13.1 Which laws apply. Subject to clause

13.2, these Terms and any and all Contracts and any non-contractual obligations arising out of or in connection with them will be governed by English law. 13.2 Where you may bring legal proceedings. HSS Service Group Limited and the Hirer both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and any and all Contracts (including in relation to any non-contractual obligations), except if:

13.2.1 the Hirer is a resident of or has its registered office in Scotland, in which case either party may bring proceedings in Scotland in accordance with Scottish law; or

13.2.2 the Hirer is a resident of or has its registered office in Northern Ireland, in which case either party may bring proceedings in Northern Ireland in accordance with Northern Irish law. 13

### **PART B: TERMS APPLYING ONLY TO CONSUMERS**

#### **14. LIABILITY**

14.1 HSS Service Group Limited is responsible to the Hirer for foreseeable loss and damage caused by HSS Service Group Limited. If HSS Service Group Limited fails to comply with the Contract, HSS Service Group Limited is responsible for loss or damage the Hirer suffers that is a foreseeable result of HSS Service Group Limited breaking the Contract or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Hirer and HSS Service Group Limited knew it might happen, for example, if you specifically drew it to our attention during the sales process.

14.2 HSS Service Group Limited does not exclude or limit in any way HSS Service Group Limited' liability where it would be unlawful to do so. This includes liability for:

14.2.1 death or personal injury caused by HSS Service Group Limited' negligence or the negligence of HSS Service Group Limited' employees, agents or subcontractors;

14.2.2 for fraud or fraudulent misrepresentation;

14.2.3 for breach of the Hirer's legal rights in relation to the Equipment including the right to receive the Equipment; and

14.2.4 for any matter for which HSS Service Group Limited is not permitted by law to exclude or limit, or to attempt to exclude or limit, liability

14.3 HSS Service Group Limited is not liable for business losses. HSS Service Group Limited only supplies the Equipment for domestic and private use. If the Hirer uses the Equipment for any commercial, business or re-sale purpose HSS Service Group Limited will have no liability to the Hirer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 HSS SERVICE GROUP LIMITED' aggregate liability. Subject to clause 14.2, HSS Service Group Limited' liability for loss, destruction or damage to goods or property is limited to a total

of £1 million whether due to our breach of contract, negligence or otherwise. If you think that there is a possibility that goods or property could be damaged which have a higher value, then you must notify us in writing before the Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available and this will involve an increase in the Charges.

14.5 AS A CONSUMER, THE HIRER HAS LEGAL RIGHTS AND REMEDIES IN RELATION TO THE PROVISION OF THE EQUIPMENT. ADVICE ABOUT THE HIRER'S LEGAL RIGHTS AND REMEDIES IS AVAILABLE FROM THE CITIZENS' ADVICE BUREAU. NOTHING IN THESE TERMS WILL AFFECT THE HIRER'S LEGAL RIGHTS AND REMEDIES.

## **15. LATE PAYMENT**

15.1 If the Hirer does not make any payment to HSS Service Group Limited by the due date, HSS Service Group Limited may charge interest to the Hirer on the overdue amount at the rate of 4% per annum above the base lending rate from time to time of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Hirer must pay HSS Service Group Limited interest together with any overdue amount.

## **PART C: TERMS APPLYING ONLY TO TRADERS**

### **16. FORMATION OF CONTRACTS**

No Hirer Terms will apply to any Contracts. Each Contract will be subject to these Terms to the exclusion of all other terms and conditions, including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

### **17. THE EQUIPMENT**

17.1 Liability for damage to Hirer's property. HSS Service Group Limited shall have no liability to the Hirer for damage to the Hirer's property if the Hirer fails to comply with clause 4.3.

17.2 Consequences of parting with control of the Equipment. If the Hirer without the prior written consent of HSS Service Group Limited parts with control of the Equipment, the Hirer shall, immediately upon HSS Service Group Limited request procure the return of the Equipment to the Hirer. If the Equipment is not returned to the Hirer within 5 days of HSS Service Group Limited' request, the Equipment shall be deemed to be lost and the Hirer shall be responsible for the replacement of the Equipment and the Charges and any Additional Charges will continue to apply until settlement is made to the satisfaction of HSS Service Group Limited.

17.3 Equipment will comply with the Contract. HSS Service Group Limited shall:

17.3.1 during each Hire Period, ensure that the Equipment shall be of satisfactory quality, comply with any description provided by the Hirer and shall be fit for its intended purpose; and

17.3.2 on the Commencement Date, ensure that the Equipment shall comply with all applicable laws and statutory regulations and any reasonable instructions and guidelines issued by the Hirer at the time of hire, including health, safety and security standards.

17.4 What to do if the Equipment fails to comply with the Contract. If, at any time during the Hire Period, the Hirer becomes aware of a breach of clause 17.3 the Hirer shall give written notice of the breach to HSS Service Group Limited as soon as reasonably possible once the Hirer has become aware of the breach.

17.5 Remedies if the Equipment fails to comply with the Contract. Following receipt of written notice under clause 17.4 HSS Service Group Limited or (in relation to clauses 17.5.1 and 17.5.2 only) the Supplier will:

17.5.1 repair the Equipment;

17.5.2 replace the Equipment with equipment of an equivalent or similar specification; or

17.5.3 reduce the Charges of the relevant Equipment by a sum which is fair in the circumstance. These are the Hirer's only remedy for a breach of clause 17.3.

17.6 Circumstances where HSS Service Group Limited will not be liable. HSS Service Group Limited shall not be responsible to the Hirer for any breach of clause 17.3 and shall not be required to repair or replace the Equipment in accordance with clause 17.5 if:

17.6.1 the breach arose directly as a result of any act or omission of the Hirer; and/or

17.6.2 the breach was caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the Equipment. In such circumstances, and without prejudice to its other rights including those in clause 4.7, HSS Service Group Limited shall be entitled to charge the Hirer for attending Site to repair or replace Equipment.

## **18. CRANE EQUIPMENT**

18.1 In this clause 18, the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below: "Contract Lifting" means the hire of Crane Equipment and operating personnel where the Supplier is responsible for the Crane Equipment selection, slinging and signalling arrangements, supervision and planning of the lift and lifting operation; "Crane Equipment" means Equipment that comprises a crane or cranes (save for mini cranes) supplied in accordance with this clause 18; and "Crane Hire" means the hire of Crane Equipment and any operator (if provided) whereby the purpose of such hire is work to be carried out at the Hirer's instructions and where the Hirer is responsible for the Crane Equipment selection, slinging and signalling arrangements, supervision and planning of the lift and lifting operation.

18.2 Where Crane Equipment is provided to the Hirer, the provisions of this clause 18 shall apply in addition to the other terms in these Terms.

18.3 Where this clause 18 applies, the Contract shall be for the supply of Crane Equipment by the Supplier (not HSS Service Group Limited) to the Hirer on a Contract Lifting or Crane Hire basis. HSS Service Group Limited assumes no responsibility whatsoever in respect of the Crane Equipment or in respect of any operator of the Crane Equipment.

18.4 The Supplier shall supply the Crane Equipment and any operator directly to the Hirer. Where one or more operators are provided under the Contract, HSS SERVICE GROUP LIMITED shall not, under any circumstances, accept any liability for the conduct or actions of such operators, advisers or staff of any kind. Operators provided under the Contract are provided by the Supplier and are not, and are not to be construed as, employees or agents of, or otherwise controlled by, HSS Service Group Limited.

18.5 The Hirer shall provide a suitably-trained and experienced “appointed person” to supervise the operation who will take responsibility for health and safety, the lift plan and all other aspects of the operation.

18.6 Where the Crane Equipment is provided on a Crane Hire basis and the operator is provided by the Hirer, the operator shall have the appropriate qualifications, training and experience to operate the Crane Equipment.

18.7 If advice or information is sought from and given by HSS Service Group Limited, the Hirer understands and accepts that such advice or information is given without responsibility and not to relieve or reduce the Hirer’s requirement to make its own independent assessment relating to the use of the Crane Equipment.

18.8 The Hirer shall provide such information as HSS Service Group Limited or the Supplier shall require and in particular the Hirer shall:

18.8.1 provide HSS Service Group Limited with the weight of the item(s) to be lifted;

18.8.2 in respect of the information the Supplier provides to HSS Service Group Limited regarding the force the Crane Equipment’s outriggers exert on the ground, confirm that the ground can withstand those forces; and

18.8.3 clear the site of all vehicles and personnel where the Crane Equipment will operate, ensuring barriers are in place to prevent unauthorised access to the site, and warrants that the information given in accordance with clauses 18.8.1 and 18.8.2 is complete and accurate.

18.9 The Hirer shall indemnify HSS Service Group Limited on demand in full, from and against any and all losses, liabilities, damages, costs and expenses (however described, characterised or classified and whether direct or indirect) that HSS Service Group Limited incurs as a result of the Hirer giving incomplete or inaccurate information in accordance with clause 18.8. HSS Service Group Limited will use reasonable endeavours to mitigate any such losses. Insurance

18.10 The Hirer shall take out and maintain insurance against any and all liabilities the Hirer might incur under the Contract. HSS Service Group Limited reserves the right to require confirmation that the Hirer is complying with its insurance obligations under this clause 18.10.

18.11 Without prejudice to clause 18.10, where Crane Equipment is hired on a Crane Hire basis, the Hirer shall maintain with reputable insurers the following insurance which will provide cover in respect of the Hirer’s liabilities under the Contract including without limitation those relating to:

18.11.1 loss or damage to the Crane Equipment whilst on Site with a minimum per occurrence limit of indemnity of £5,000,000;

18.11.2 continuing Charges and Additional Charges where the Crane Equipment is being repaired following any damage;



18.11.3 injury to the Supplier's personnel sustained as a result of operations of the Crane Equipment on the Site;

18.11.4 injury to third parties and/or their property resulting from operations of the Crane Equipment on the Site; and

18.11.5 loss or damage to any goods being lifted by the Crane Equipment.

18.12 Without prejudice to clause 18.10, where Crane Equipment is hired on a Contract Lifting basis, the Hirer shall maintain with reputable insurers the following insurance which will provide cover in respect of the Hirer's liabilities under the Contract including without limitation those relating to:

18.12.1 loss or damage to the Crane Equipment whilst on Site resulting solely from the Supplier's negligence;

18.12.2 loss or damage to the property of third parties resulting solely from the Supplier's negligence with a per occurrence limit of indemnity of up to £5,000,000 (irrespective of the number of items being lifted); and

18.12.3 injury to any persons sustained as a result of operations of the Crane Equipment on the Site with a per occurrence limit of indemnity of up to £5,000,000.

### **Limitation Of Liability**

18.13 Without prejudice to clause 21, HSS Service Group Limited shall have no liability to the Hirer whatsoever including but not limited to liability in respect of:

18.13.1 any goods or other thing lifted or to be lifted;

18.13.2 any surface or subsurface features such as underground services; or

18.13.3 any above ground structures, including any overhead cables, overhanging or protruding objects which might result from the travelling, positioning or working of the crane or of any support vehicle. Provision Of Lifting Gear

18.14 If requested and specified by the Hirer in advance, the Crane Equipment will be provided with specific certificated lifting gear, subject to availability and at additional cost. HSS Service Group Limited accepts no responsibility for loss or delay should the lifting gear prove unsuitable. Ground Conditions

18.15 The Hirer shall be entirely responsible for the preparation and maintenance of any ground upon which the Equipment or support vehicles will travel over or from which they will operate. The Hirer shall be fully liable to HSS Service Group Limited for any damage to the Crane Equipment or support vehicle caused by ground conditions and shall indemnify HSS Service Group Limited against any liability, expense, loss or damage caused by ground conditions. Travelling, Erection And Dismantling

18.16 Any time spent setting up, transporting and moving the Crane Equipment and support vehicles, erecting and dismantling the jibs and transporting additional jibs sections or ballast is payable by the Hirer to HSS Service Group Limited at the rate specified in the Contract. The Hirer shall also allow HSS Service Group Limited, or the Supplier as relevant, or any

representative thereof, free and unrestricted access to the Equipment and support vehicles and to all areas of their operation.

18.17 Insofar as the Hirer's use of the Crane Equipment requires any licence, permission or authorisation from any private or public body or government or Local Authority or the giving of notice to any such body, government or Authority, then the obtaining of any such licence, permission or authorisation, or the giving of any such notice, shall be the entire responsibility of the Hirer, who must ensure that sufficient notice is given to the Supplier and HSS SERVICE GROUP LIMITED to guarantee compliance with applicable regulations. This responsibility extends to ensuring that the site is clear of all obstructions and that traffic management arrangements are set up and operated correctly.

## **19. DELIVERY**

19.1 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Site where the Equipment is to be delivered. Acceptance of delivery of the Equipment by such representative shall constitute conclusive evidence that the Hirer has accepted such delivery.

19.2 Time of delivery of the Equipment and/or performance of the Contract will not be of the essence.

19.3 If the Equipment is unavailable for inspection or collection by HSS Service Group Limited or the Supplier within 5 days of the scheduled date for inspection or collection (as agreed between HSS Service Group Limited and the Hirer), the Equipment shall be deemed to be lost and the Hirer shall be responsible for the replacement of the Equipment as set out in clause 4.7 and the Charges and any Additional Charges will continue to apply 18 until settlement is made to the satisfaction of HSS Service Group Limited.

19.4 If HSS Service Group Limited or the Supplier delivers a quantity of the Equipment less than the quantity specified in the Order, the Hirer shall agree the shortages with HSS Service Group Limited and note the same on the delivery document. The Hirer may elect to:

19.4.1 refuse to take delivery of or reject the Equipment and the Hirer shall have liability for the cost of delivery only; or

19.4.2 take delivery of and keep the lesser quantity of Equipment or any part thereof and pay for them at the rate specified in the Order subject to a pro-rata reduction in the relevant Charges.

19.5 If HSS Service Group Limited or the Supplier delivers a quantity of Equipment greater than the quantity specified in the Order, the Hirer may elect to:

19.5.1 accept and pay for all the Equipment delivered at the Charges; or

19.5.2 accept and pay for the quantity specified in the Order and reject the excess.

## **20. CHARGES AND PAYMENT**

20.1 Withholding tax. If the Hirer is required in accordance with the relevant tax laws to make any withholding in respect of taxes from payments made or due to HSS Service Group Limited, it

shall provide HSS Service Group Limited with a certificate evidencing that withholding has been made and properly accounted for to the relevant tax authorities and shall provide HSS Service Group Limited with such assistance as may reasonably be required to enable HSS Service Group Limited to reclaim such taxes.

20.2 Hirer's with Credit Accounts. If HSS Service Group Limited has granted a credit account to the Hirer:

20.2.1 then payment of any Charges or any other sums due under the Contract, including VAT, shall be made in full cleared funds by the end of the month following the date of the invoice; and

20.2.2 HSS Service Group Limited may set a reasonable credit limit.

20.3 HSS Service Group Limited may terminate if the credit limit is exceeded. HSS Service Group Limited reserves the right to terminate or suspend the Contract if allowing it to continue would result in the Hirer exceeding its credit limit or the Hirer has already exceeded its credit limit.

20.4 Invoice queries. The Hirer should notify HSS Service Group Limited in writing of any queries concerning invoices within 14 days of the invoice date. HSS Service Group Limited will not grant an extension to credit account payment terms for unresolved invoice queries that have been notified after such date.

20.5 Late payment. If the Hirer does not make any payment to HSS Service Group Limited in full by the due date, without prejudice to any other rights of HSS Service Group Limited, HSS Service Group Limited may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend further Services to you or any of your associated companies.

## **21. HSS SERVICE GROUP LIMITED' LIABILITY**

21.1 Non-excludable liability. Neither party excludes or limits its liability, if any, to the other party for:

21.1.1 death or personal injury resulting from its negligence or by the negligence of a person for whom it is vicariously liable;

21.1.2 any breach of its obligations implied by section 2 of the Supply of Goods and Services Act 1982;

21.1.3 for its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

21.1.4 any matter which it would be illegal for it to exclude or to attempt to exclude its liability.

21.2 Tangible property liability. Subject to clauses 21.1 and 21.4, HSS Service Group Limited' maximum aggregate liability to the Hirer for loss of or damage to tangible property caused by its negligence or act or omission shall be limited to five million pounds (£5,000,000).

21.3 HSS Service Group Limited' aggregate liability. Subject to clause 21.1 and 21.4, HSS Service Group Limited' maximum aggregate liability to the Hirer arising out of or in connection

with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of HSS Service Group Limited's obligations under the Contract but excluding any liability which falls within clause 21.2, shall be limited in respect of each Contract, to the Charges and other sums paid or payable in respect of that Contract as specified in the Order.

21.4 Excluded types of liability. Subject to clause 21.1, neither party shall have any liability to the other party for any:

21.4.1 loss of profit (direct or indirect);

21.4.2 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

21.4.3 loss of goodwill, loss of reputation, loss of opportunity and/or loss of operation (in each case whether direct or indirect);

21.4.4 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

21.4.5 liability of the other party to third parties (whether direct or indirect); or

21.4.6 indirect, consequential or special loss, arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of that party's obligations under the Contract and/or any defect in or breakdown of the Equipment or the Equipment's unsuitability for the Hirer's intended purpose.

21.5 The Effect of clause 21.4 on the Hirer's liability. Clause 21.4 shall not limit or exclude HSS Service Group Limited's ability to claim against the Hirer in respect of:

21.5.1 any loss of or damage to Equipment subject to any Damage Waiver applying;

21.5.2 the ability to recover the Charges applicable for any remaining Hire Period on early termination of any Contract as set out in these Terms; and/or

21.5.3 costs and expenses in respect of recovery of the Equipment as set out in these Terms.

21.6 HSS Service Group Limited's entire liability. The Contract set out the full extent of HSS Service Group Limited's obligations and liabilities in respect of the Equipment including the hire of Equipment to the Hirer. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Hirer except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

## **22. INTELLECTUAL PROPERTY RIGHTS**

No right of licence is granted to the Hirer in respect of any intellectual and industrial property rights whether registered or unregistered (including know how and rights to prevent passing off) in the United Kingdom and all other countries in the world and together with all applications,

renewals and extensions of the same of HSS Service Group Limited, except the right to use the Equipment in the Hirer's ordinary course of business for the purpose for which they were supplied.

## **23. CONFIDENTIALITY**

23.1 Use of Confidential Information. Each party will keep secret and confidential all confidential information concerning the business, affairs, customers, clients or suppliers of the other party which is disclosed or obtained in connection with the Contract and/or any Contract and shall not use nor disclose the same save for the purposes of the Contract or with the prior written consent of the relevant party. Where disclosure is made to any employee, consultant, sub-contractor or agent, who needs to know the confidential information for the purposes of the Contract and/or any Contract it shall be done subject to the obligations set out in the Contract and each party shall procure that any such employee, consultant, sub-contractor or agent complies with such obligations.

23.2 Exceptions to obligations of confidentiality. The obligations of confidentiality in this clause shall not extend to any matter which:

23.2.1 is in or enters the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or

23.2.2 is independently disclosed by a third party entitled to disclose the same; or

23.2.3 is required to be disclosed under any applicable law, or by order of a court, governmental body or authority of competent jurisdiction.

## **24. NOTICES**

24.1 Method and Address for notices. Any notices sent under the Contract must be in writing, delivered by hand or sent by pre-paid first class post or recorded delivery to the parties at their registered addresses. Any notice or communication given in accordance with clause 24.1 shall be deemed to have been served:

24.1.1 if delivered by hand, at the time of delivery; or

24.1.2 if sent by pre-paid first class post or recorded delivery at 9.00 a.m. on the second Business Day after the date of posting.

24.2 Clause not applicable where the Civil Procedure Rules apply. This clause 24 shall not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

## **25. GENERAL**

25.1 Entire Agreement. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

25.1.1 neither party has entered into the Contract in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in the Contract; and

25.1.2 nothing in this clause 25.1 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

25.2 No Partnership. Nothing in the Contract and no action taken by the parties in connection with it or them shall create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

25.3 Independent Contractor. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.