

# DEBORAH SERVICES LIMITED

## HIRE ONLY TRADING CONDITIONS

1. In these Conditions 'Scaffolding' means the scaffolding tubes, scaffolding boards fixtures and fittings or other equipment let on hire  
  
'The – Company' means Deborah Services Limited  
  
'The Hirer' means the customer who contracts for the hire of scaffolding.  
  
'Period of Hire' means in relation to any item of scaffolding the time between the date on which the Company hands over or dispatches that item to the Hirer and the date on which the Company receives back or collects that item.
2. All Hire Only contracts are made upon these Conditions and in contracting with the Company the Hirer accepts these Conditions to the exclusion of any Conditions of the Hirer however expressed or whenever contained.
3. This Contract may be varied by any terms or Conditions agreed in writing between the parties provided that any variation is signed by each of the parties and is expressed to be a variation.
4. The period in respect of which hire charges will be charged for each item of Scaffolding shall be the Period of Hire. The date of dispatch and the date of delivery shall both be charged as whole days.
5. The Scaffolding hire will be subject to a minimum hire charge which shall be the charge for the minimum hire period for such scaffolding as specified in the Company's price list from time to time.
6. Prices stated in the Quotation are the prices applicable at the date of quotation. Prices may be increased at any time up to acceptance of the Quotation. After acceptance the Company may increase any price on 28 days' notice in writing to the Hirer provided that no price shall be increased to a sum in excess of the Company's price in force at the date when the increase is to take effect.
7. An approved Credit Account may be opened at the Company's discretion, after a hirer furnishes two trade references and one banker's reference. The Company reserves the right to refuse credit facilities or by written notice to the Hirer to withdraw or reduce any further credit facilities.
8. Payment of the Company's hire charges shall be made by a hirer with an approved credit account not later than 30 days after the date of each invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the Period of Hire. Punctual payment of each invoice shall be of the essence.
9. Where a hirer does not have an approved Credit Account
  - i. Before the Period of Hire begins he shall pay the minimum hire charge prescribed by Condition 5 for the minimum hire period.
  - ii. If the Period of Hire extends beyond the minimum hire period he shall pay in advance for each further period equal to the minimum hire period the hire charges for such further period.
  - iii. Before the Period of Hire begins he shall also pay a deposit of one third of the value of the Scaffolding to be hired, such value to be calculated in accordance with the Company's list price current at the time. Such deposit will be held as a security against the return in good order of the Scaffolding hired and the payment of all sums due. If the hirer returns the hired Scaffolding in good order at the end of the Period of Hire and has paid all hire charges and interest due the deposit will be returned.
10. The Company reserves the right to charge interest at the rate of two and a half per cent per month on a daily basis on all sums outstanding after the date for due payment. This entitlement to interest shall be without prejudice to the Company's right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of such overdue amount.
- 10a. The Company may at its sole discretion and subject to availability and at the request of the Hirer, add, subtract or substitute to the equipment let on hire without creating a modifying agreement within the meaning of the Consumer Credit Act 1974.
11. Each price or rate of hire quoted by the Company to the Hirer shall be exclusive of Value Added Tax unless Value Added Tax is expressed in writing to be included. Without prejudice to the foregoing, the expression 'net' or 'nett' in any quotation or price shall mean exclusive of Value Added Tax.
12. If delivery and or collection dates are quoted these are estimates only. Time for delivery and for collection of the Scaffolding is not of the essence of the Contract unless expressly stated in writing to be so. If the Company has agreed to collect Scaffolding on a certain date but does not collect it on that date, hire charges shall nevertheless cease to accrue on that date.
13. Where the delivery or the collection of the Scaffolding is done by the Company the Hirer shall pay a delivery or collection charge at the Company's standard transport rate applicable at the time of the delivery or the collection of the scaffolding. Such charges shall include any wasted transport, loading or unloading time incurred by the Company by reason of any express or implied requirement of the Hirer.
14. Instructions to the Company to collect Scaffolding must be given in writing to reach the Company at least one working day before collection is required. For this purpose Saturdays Sundays and all Bank and Public Holidays are not working days. Such written notice shall be the only proof of collection instructions to the Company.
15. If the Hirer or its representative is present upon delivery of the Scaffolding, it shall check the consignment in the presence of the carrier. Upon delivery of the Scaffolding the Hirer or its representative shall sign the Hire Delivery Note. In the event of any shortage and/ or damage the said Hire Delivery Note must be endorsed by the Hirer accordingly.
16. If the Hirer or its representative is present upon delivery of the Scaffolding, then subject to any endorsement on the Hire Delivery Note, the same shall be conclusive proof of the delivery of the quantity of Scaffolding shown on the same.
17. If the Hirer or its Representative is not present when the Scaffolding is delivered the Company will send a Hire Delivery Note to the Hirer. Unless the Hirer reports any alleged discrepancies between the Scaffolding recorded in the Hire Delivery Note by letter posted to the Company within one working day of the receipt of the Hire Delivery Note that Note shall be conclusive proof of delivery of the Scaffolding shown on the same.
18. The Hirer is required to load and unload all Scaffolding on delivery and collection at the beginning and end of the Period of Hire whether the vehicle is provided by the Company, or the Hirer.
19. If the Hirer fails to load or unload Scaffolding as required by condition 18 the Company may but shall not be bound to carry out such loading and unloading. The Hirer must pay to the Company its additional charges for such loading and unloading.
20. The Scaffolding will not be received by the Company outside the opening hours of the premises or depot of the Company.
21. When Scaffolding is returned by the Hirer to the Company or collected by the Company it will be counted at the Company's premises. Such count shall be a count only for the purpose of verifying the quantities and not an inspection of the condition of the Scaffolding. The Hirer is entitled to attend the count and is advised to do so.
22. At the end of the count the Hire Return Note will be completed and signed on behalf of the Company, and will thereafter be a conclusive record of the quantity of Scaffolding returned by the Hirer except in so far as the Hirer endorses upon the Hire Return Note, and signs, the details of any dissent from the quantity so recorded. If the Hirer endorses on the Hire Return Note any such dissent the Company will normally, unless prevented by circumstances conduct a further count. If the Hirer is not present at the count a copy of the Hire Return Note will be sent by the Company to the Hirer.
23. The Hirer shall indemnify the Company in respect of all claims by any person whatsoever for injury to persons and/ or damage to property caused by or in connection with or arising out of the use of the Scaffolding and in respect of all costs and charges in connection therewith whether arising under statute or common law.
24. For the avoidance of doubt, no title in the Scaffolding shall pass to or belong to the Hirer. The Hirer shall not deal with or sub-let the Scaffolding or any part thereof without the written permission of the Company.
25. The Hirer shall keep the Scaffolding at all times in his possession and control and take adequate measures to ensure its safe keeping.
26. The Hirer shall permit the Company and any person authorised by it at all times to enter upon the premises in which the Scaffolding is situated to inspect and examine the same.
27. The Hirer shall, at the request of the Company or any person authorised by the Company inform the Company in writing within one working day of the receipt of such request of the location or last known location of all scaffolding hired from the Company.
28. If Scaffolding is lost or stolen or damaged beyond repair the Hirer shall pay the cost of replacing it in accordance with the price in the Company's price list applicable at the date of invoice for the same. Notwithstanding such payment the Hirer shall not acquire any title to or interest in the Scaffolding. The Company and its parent or associated Companies shall retain title to the Scaffolding for the purpose of protecting the security mark on their Scaffolding, and in the case of Scaffolding damaged beyond repair the Hirer shall return it to the Company in its damaged state.
29. In the event of any unauthorised third party removing or attempting to remove the Company's Scaffolding in part or in whole the Hirer shall report the incident to the Police immediately upon discovery of such action or actions and shall thereafter inform the Company in writing within one working day.
30. In the event of any lost or stolen Scaffolding being found by or returned to the Hirer, the Hirer shall return the same forthwith to the Company whether or not the Hirer has paid the cost of replacement under Condition 28. If the Hirer has made payment under Condition 28 then in the event of lost or stolen Scaffolding being returned to the Company by the Hirer or otherwise recovered by the Company the Hirer shall be entitled to repayment of the amount of such payment subject to the right of the Company to reduce the amount of repayment by deducting hire charges as if such Scaffolding had not been lost but had been in the possession and use of the Hirer.
31. In the event of any other damage whatsoever arising to the Scaffolding during the Period of Hire, the Hirer shall pay to the Company the cost of repair to the same together with the Company's administration charges. The decision whether or not any Scaffolding has been damaged beyond repair shall be made by the Company at its sole discretion.
32. The Company undertakes that the Scaffolding supplied shall be in good order. The Scaffolding shall conclusively be deemed to be in good order unless the Hirer gives to the Company written notice of any alleged defect within three working days of delivery. If the Hirer has given such written notice the Company shall repair or replace free of charge any Scaffolding found to be defective. The decision whether to repair or to replace shall be by the Company at its sole discretion.
33. The Company shall be liable in respect of death or personal injury caused by its negligence, without prejudice to the right of the Company to claim contribution from the Hirer or any other person, firm or company also liable.
34. Save as is herein before expressly provided, any condition, warranty or statement, whether statutory or otherwise express or implied in connection with the Scaffolding or its description or its quality or its fitness for purpose or otherwise, is hereby excluded.
35. Without prejudice to the generality of the foregoing, the Company shall not be liable in respect of any drawing, design or specification. It is the responsibility of the customer to check and verify the accuracy of all drawings and adequacy of all drawings or specifications irrespective of who prepared them.
36. Save as is herein before provided, the Company shall not be liable to the Hirer in contract, tort or otherwise either directly or vicariously for any loss direct, indirect, consequential or otherwise arising or alleged to arise out of the Scaffolding or its use or its erection or dismantling or any failure of or delay in delivery of the Same.
37. The Hirer shall effect and keep in force during the Period of Hire, a policy or policies of insurance without any excess and expressed to be enforceable by the Company against the insurer in respect of the following risks.
  - i. any liability of the Company or of the Hirer for which the Company may be liable under any statute or at common law in respect of the death of or injury to any person and damage to any property arising out of the condition, use, erection and dismantling of the Scaffolding including any such liability which may arise out of or in the course of the employment or engagement of any workman or sub contract or employed or engaged by the Company or by the Hirer.
  - ii. any loss of or damage to the Scaffolding by fire, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes (whether or not the same be caused by the default or negligence of the Company, its servants or agents), lightning, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion to the full value of the Scaffolding, together with the cost of any professional fees or services and the cost of erecting and dismantling the same.
38. In respect of such policies of Insurance
  - i. the Hirer hereby irrevocably appoints the Company his agent for the purpose of receiving monies payable under the said policies and giving a discharge thereof.
  - ii. the Hirer undertakes punctually to pay all premiums payable under the said policies and to do everything necessary to maintain the said policies in full effect and not do anything whereby the policies will or may be void, voidable, cancellable or unenforceable.
  - iii. the Hirer will allow the Company from time to time to inspect the said policies and will produce receipts of premiums under the said policies.
39. In addition to its rights at common law, any of the events hereinafter set out shall be deemed to be a repudiation of the contract and shall entitle the Company at its sole discretion summarily to terminate the Contract of Hire.
  - i. any hire charges outstanding
  - ii. non-payment under any other contract between the Hirer and the Company, or any of its associated Companies.
  - iii. a cessation of the business of the Hirer.
  - iv. the commission of any act of bankruptcy by the Hirer or the making of a receiving order against the Hirer.
  - v. Any arrangement or composition of the Hirer with its creditors or any assignment for the benefit of such creditors.
  - vi. the levying of distress or execution or an attempt thereat upon any of the Hirer's property.
  - vii. any Judgement against the Hirer being unsatisfied for a period of 14 days or more.
  - viii. if the Hirer is a company, an order for the winding up of the Hirer or the giving of notice that a resolution for the winding up of the Hirer has been or will be proposed.
  - ix. any cheque, bill of exchange, or negotiable instrument drawn by or upon the Hirer being dishonoured, referred to drawer or countermanded by the Hirer.
  - x. failure to comply with a request under Condition 27.
40. The Company shall be entitled at its option to send any notice or document to the Hirer by post to any address given by the Hirer to the Company as its address or to the registered office of the Hirer (if a company).
41. The Hirer shall not be entitled to withhold any hire charge or any amount payable to the Company because of any disputed claim of the Hirer in respect of any alleged breach of contract or negligence by the Company, its servants or agents, nor shall the Hirer be entitled to any set off against any amount payable under this contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.
42. The rights of the company shall not be Prejudiced or restricted by any indulgence or forbearance extended to the Hirer and no waiver in respect of any breach by the Hirer shall operate as a waiver in respect of any subsequent breach.
43. This contract will be subject to the law of the country in which it is made. Payment shall be in pounds sterling.

## CONDITIONS OF SALE

1. **Agreement between Deborah Services Limited** (herein called the 'Seller') and the Customer as stated overleaf (herein called the 'Buyer'). The Seller has agreed to sell to the Buyer the Equipment listed in the delivery note overleaf on these Conditions.
2. The Buyer will sign on delivery, having checked that the Equipment listed in the delivery note overleaf has been received.
3. The Buyer accepts all of our Conditions. Unless otherwise agreed in writing the Seller's Conditions Herein Set Out shall be deemed Incorporated in any order placed by the Buyer and any acceptance of a Buyer's order by the Seller shall be deemed subject to the acceptance by the Buyer of these Conditions. In the event of any conflict arising between these Conditions and any Conditions which the Buyer might additionally seek to impose in relation to his Order then the Seller's Conditions shall prevail.
4. The Seller reserves the right to deliver in one or more consignments in which event each consignment will be paid for in accordance with the terms quoted, in default of which the Seller reserves the right to withhold further deliveries.
5. The Buyer will be responsible for receiving and unloading the goods and checking such goods in the presence of the Carrier and in the event of shortage and/ or damage the Carrier's ticket must be endorsed accordingly. Separate written notification must be given to the Carrier as well as the Seller within three days of delivery. Claims cannot be recognised unless this action has been taken and the Seller's liability in this respect is limited accordingly.
6. The Seller is under no liability for consequences arising from failure to deliver at any specified time.
7. Prices stated are those in our price list at the date of quotation but the Seller reserves the right to invoice at prices in our price list at date of despatch without prior notice.
8. The Buyer shall indemnify the Seller in respect of all claims by any person whatsoever for injury to persons and/ or damage to property caused by or in connection with or arising out of the use of the goods and in respect of all costs and charges in connection therewith whether arising under statute or common law.
9. The Seller is under no liability for any drawings, design or specification and submission of such does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or the efficacy, safety or otherwise of goods to be supplied by the Seller in accordance therewith and the Seller will not be responsible for the costs of any additional work caused by defects in such drawings, design or specification. In no case shall the Seller be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever. Provided that the conditions and warranties implied by the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973 and any amendment or extension thereof shall apply save in so far as they are lawfully excluded by these conditions.
10. Terms of Payments. Approved accounts strictly nett, due for settlement at the end of the Month following month of Invoice. Where there is no approved account two satisfactory trade references are required. If delivery is required before receipt of these references, payment is due with order.
11. Acceptance of quotation or of delivery of goods implies the Buyer's acceptance of all the conditions stated.
12. This contract will be subject to the law of the country in which it is made. Payment shall be in pounds sterling.
13. Ownership of the Equipment and any other goods agreed to be sold by this Agreement shall only pass to the Buyer when he has paid all monies due hereunder. Until such payment has been made in full the Seller has a lien over the Equipment and other goods the Buyer is bailee of the same as a fiduciary agent with a right to resell any or all of them and holds the proceeds of any such sale or any chattels or realty into which such proceeds of sale have been converted on trust for the Seller until they have been paid all monies due under this Agreement.