



# **CONDITIONS OF HIRE/SALE**

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HIRE AND SALE OF GOODS TO  
CONSUMERS AND BUSINESSES

**Charles Wilson Engineers Ltd**

[www.cwplant.co.uk](http://www.cwplant.co.uk)

## SECTION A

# CPA MODEL CONDITIONS FOR THE HIRING OF PLANT

### MODEL CONDITIONS FOR THE HIRING OF PLANT (WITH EFFECT FROM OCTOBER 2021)

**These conditions are not to be used for consumer contracts. A consumer contract is a contract entered into with a person acting in their own capacity and not for or on behalf of any business or trade entity.**

#### 1. DEFINITIONS

- (a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.
- (b) The "Hire Period" shall commence when either the Plant leaves the Owner's depot or place where last employed; and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes any time the Plant is being transported to or from site; or is left on site during evenings, nights, weekends, or any Holiday Period.
- (c) The "Hirer" is the Company, firm, person, Corporation, or public authority taking the Owner's Plant on hire and includes their successors or personal representatives.
- (d) "Holiday Period" covers any cessation of work over Easter, Christmas, and the New Year, as well as any other Bank or Public holidays.
- (e) "Offer" is the Owner's offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.
- (f) The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors, assignees, or personal representatives.
- (g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, welfare units, accommodation, vehicles, or equipment therefor, which the Owner agrees to hire to the Hirer including any personnel, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.
- (h) A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.
- (i) A "Working Week" covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

#### 2. EXTENT OF CONTRACT

No terms, conditions, or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations, or agreements, whether written or oral unless to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

#### 3. ACCEPTANCE OF PLANT

Acceptance of the Plant or any personnel supplied by the Owner on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

#### 4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and egress to the site, and where applicable any access road to the site and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site or on the access road; and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and/or loading of the Plant by, or with the assistance of, such personnel.

#### 5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

- (a) Unless written notification is received by the Owner within 24 hours from the commencement of the Hire from the Hirer, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and/or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).
- (b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep themselves acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense, or accidents whether directly or indirectly arising therefrom.
- (c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

#### 6. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, the Owner's agents, or insurers to have access to the Plant to inspect, test, adjust, repair, or replace the same. The Hirer shall allow such access during the Working Day. The Owner reserves the right to charge the Hirer for any inspection or maintenance work carried out on the Plant during the Hire Period.

#### 7. GROUND AND SITE CONDITIONS

- (a) The Hirer is deemed to have knowledge of the site, the site's access road, the property or land where the Plant is to be delivered or collected, loaded or unloaded, to work on, travel over, be transported over, be erected or dismantled on is suitable for the use of such Plant, and any electronic interference which may affect the Plant.
- (b) Subject to 7(a), if, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant, then the Hirer shall supply and lay suitable support in a suitable position for the Plant.
- (c) Any suitable support supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve the Hirer of their legal, regulatory, or contractual obligations to ensure adequate stability of the Plant.
- (d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

#### 8. HANDLING OF PLANT

- (a) When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all site costs and claims arising in connection with the operation of the Plant by the said drivers/operators/persons.
- (b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent.
- (c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

#### 9. BREAKDOWN, REPAIRS AND ADJUSTMENT

- (a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.
- (b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.
- (c) The Hirer shall not repair, modify, or alter the Plant without the prior written permission of the Owner (including without limitation the changing or repair of any tyre/puncture). The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.
- (d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection, or misuse of the Plant, whether by the Hirer or their servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and/or repairs due to theft, loss, or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

#### 10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to adverse weather and/or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

#### 11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

## 12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

- (a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond the Owner's reasonable Copyright CPA control;
- (b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
- (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

## 13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

- (a) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.
- (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) be liable for all loss or damage to the Plant, and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.
- (c) For the avoidance of doubt, notwithstanding any agreement by the Owner to waive hire charges after any agreed period of use of the Plant, the Hirer's obligations specified under clause 13(b) shall continue for the duration of the Hire Period.
- (d) Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury, subject to clauses 1(b) and 7:
  - (i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,
  - (ii) during the erection and/or dismantling of any Plant where such Plant requires to be completely physically erected/dismantled on site, provided always that such erection/dismantling is under the exclusive control of the Owner or their agent,
  - (iii) after the Plant has safely been removed from the site, and until it is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, after it has safely joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Hirer)
  - (iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Hirer).

## 14. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

## 15. RE-HIRING ETC.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

## 16. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

## 17. RETURN OF PLANT FOR REPAIRS

If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then the Owner may arrange for such repairs to be carried out on site or at any location of the Owner's nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant the Owner shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and/or 13) by giving written notice to the Hirer. If such termination occurs:

- (a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall pay all transport charges involved, or,
- (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall be liable only for the cost of reloading and return transport.

## 18. BASIS OF CHARGING

- (a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets. Where applicable, the Plant's telematics may be checked against the Hirer's statement or operator's signed timesheet, should any conflict arise, then the telematics will take precedence over all other records. (If there is any conflict between the signed timesheet and any other record taken, then the signed timesheet takes precedence.)
- (b) The Hirer shall be charged for any toolbox talks, briefings, inductions, mandatory training which the Owner's personnel have to attend prior to or when working on the Hirer's site.
- (c) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and/or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.
- (d) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.
- (e) Plant shall be hired out either:
  - (i) for a stated minimum number of hours per Working Day or per Working Week or,
  - (ii) without any qualification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged pro rata.
- (f) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.
- (g) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer/Contract.
- (h) The Hirer shall pay the Owner's invoice within 30 days net unless otherwise agreed.
- (i) Any query with the Owner's invoice must be raised in writing by the Hirer within 14 calendar days of receiving the invoice.
- (j) The Owner in their absolute discretion may agree to accept electronic records and data as an alternative to written statements of the number of hours, time record sheets and other information related to charging that the Hirer is required to provide to the Owner. Such electronic records and data may include but is not limited to telematics automatically generated by the plant and electronic log books.

## 19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and/or Sunday unless at the Hirer's request, the Plant is actually worked or has been delivered to site or is on standby. The Hirer must inform the Owner if the Plant is going to be used at these times.

## 20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

## 21. PLANT HIRED BY THE WEEK OR MONTH WITH QUALIFICATION AS TO HOURS

The full hire for the period in the Contract will be charged as per the Working Day or Working Week and an additional pro rata charge will be made for hours worked in excess of such period. An allowance will be made for breakdowns for up to the entirety of that Working Day providing always that where the actual hours worked are in excess of the breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. An allowance may be made for any Holiday Period that falls within the Working Day or Working Week, provided that the Plant is not available for the Hirer to use during that time.

## 22. "ALL-IN" RATES

Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

## 23. PERIOD OF CHARGING

- (a) Within the Hire Period, an allowance may be made of not more than 1 day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than 1 day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location.
- (b) Should the Hirer delay the commencement of the Hire Period for whatever reason, then the Owner reserves the right to charge the Hirer the idle time rate as defined in clause 25 for the intervening period
- (c) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.
- (d) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause. Copyright CPA

## 24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

- (a) Where the intended duration of the hire of the Plant is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by 7 working days' notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 working days' notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 working days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or

operator shall not be deemed to constitute compliance with the provisions of this clause.

- (b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 working days' notice, the Hirer's obligations under clause 13 shall continue for a further 3 working days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.
- (c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.
- (d) Should the Hirer terminate the Contract once the Hire Period has commenced, the Owner reserves the right to charge the Hirer the balance of the Contract. Where the Hire Period has not commenced but insufficient notice of cancellation is provided by the Hirer to allow the Owner to mitigate the effects of late cancellation, the Owner reserves the right (at its absolute discretion) to charge the Hirer the full balance of the charges for the Hire Period.
- (e) The Hirer may off-hire the Plant by written notification via an electronic device or application (app.). This off-hire will only be accepted by the Owner, provided the Owner issues an off-hire confirmation to the Hirer.

#### 25. IDLE TIME

When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. If the Plant works for any time during the Working Day, then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(f). Where an "All-In" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

#### 26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT

All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and/or during the Hire Period arising from awards under any wage agreements and/or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

#### 27. TRAVELLING TIME AND FARES

Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to their home may be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair, or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection, or misuse of the Plant.

#### 28. FUEL, OIL AND POWER

- (a) Fuel, fuel additives or power shall when supplied by the Hirer and where instructed or specified by the Owner, be of a grade and type specified. The Hirer shall be solely responsible for all damages, losses, costs, and expenses incurred by the Owner if the Hirer fails to supply, maintain, or use the wrong/contaminated fuel, fuel additives or power rating. Fuel, fuel additives or power when supplied by the Owner, to be charged at an agreed cost.
- (b) If the Plant requires an electrical supply to either safely operate or recharge, then the Hirer will be responsible for the cost of providing the correct electrical supply, which will be available prior to the Plant's delivery, and continue until the Plant has left the site. The Hirer shall ensure that all current Health and Safety and other applicable legislation and industry guidance is complied with including fitting, testing and inspection of the supply. The Hirer will indemnify the Owner against any and all damages, losses, or claims should the Hirer fail to do so.

#### 29. SHARPENING OF DRILLS/STEELS ETC.

The cost of re-sharpening or replacement of drill bits, blades, bucket teeth and other ancillary items shall be borne by the Hirer.

#### 30. OWNER'S NAME PLATES

The Hirer shall not remove, deface, or cover up the Owner's name plate or mark on the Plant indicating that it is the Hirer's property, without the prior written permission of the Owner.

#### 31. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

#### 32. GOVERNMENT REGULATIONS

- (a) The Hirer will be responsible for compliance with all relevant legislation, regulations, instructions, or guidance issued by the Government, Government Agencies, Local Authorities, statutory regulators, and Public/Corporate Bodies established by Parliament/Government including (without limitation) regulations under the Bribery Act, the Civil Aviation Act, the Construction (Design and Management) Regulations, the Environmental Acts, Factories Acts, the General Data Protection Regulation (GDPR), the Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.
- (b) For the avoidance of doubt, the Hirer shall indemnify the Owner against any and all charges, fines, or losses that the Owner may become liable for as a result of the Hirer utilising the Plant during the Hire Period.

#### 33. PROTECTION OF OWNER'S RIGHTS

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

#### 34. TERMINATION AND SUSPENSION

- (a) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:
  - (i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions and fails to remedy such default within 10 working days or such other period as might be considered reasonable under the circumstances upon receiving written notice requiring it to do so;
  - (ii) The Hirer fails to observe and perform the terms and conditions of the Contract and fails to remedy such default within 10 working days of receiving written notice requiring it to do so;
  - (iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against them;
  - (iv) The Hirer makes or proposes to make any arrangement with their creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or
  - (v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy.
- (b) In the event of termination under sub-paragraph (a) above:
  - (i) The Hirer must give the Owner or the Owner's agents, immediate unobstructed access to recover the Plant.
  - (ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.
- (c) The rights under sub-paragraph (a) and (b) above:
  - (i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
  - (ii) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.
- (d) If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 working days' notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

#### 35. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of:

- (a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or,
- (b) the Contract being made with reference to a 5-day week of other than 39 hours. Clauses 1(h) and (i), 18(d) and (e), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

#### 36. DISPUTE RESOLUTION

- (a) The Owner will determine which court will have exclusive jurisdiction and interpretation of the law for this Contract be it governed by the country where the Owner's Head Office or site is located.
- (b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or such equivalent legislation which confers on the parties the statutory right to adjudicate within the relevant jurisdiction (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Construction Plant-hire Association acting by its President or Chief Executive for the time being.
- (c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and/or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement, or deduction. Where, under Scots law, the Owner, the Hirer, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

#### 37. LATE PAYMENTS

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

#### 38. SEVERABILITY

If any of these clauses are held to be unlawful, void, or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.



## SECTION B

# HAE CONDITIONS FOR THE HIRE AND SALE OF GOODS TO CONSUMERS AND BUSINESSES

## CONDITIONS FOR HIRE AND SALE OF GOODS TO CONSUMERS AND BUSINESSES

The Customer's attention is particularly drawn to the provisions of clause 19 (Limitation of liability).

### 1. INTERPRETATION

- 1.1 In these conditions the following words have the following meanings:
- "Consumer"** an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
- "Commercial Terms Schedule"** means the schedule or letter issued by the Supplier to the Customer, setting out the commercial terms agreed between the parties.
- "Contract"** means a contract, which incorporates these conditions and the Commercial Terms Schedule and made between the Customer and the Supplier for the hire or sale of Goods;
- "Customer"** means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;
- "Deposit"** means any advance payment required by the Supplier in relation to the Hire Goods, which is to be held as security by the Supplier;
- "Force Majeure"** means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
- "Goods"** means any machine, article, tool, digital content and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;
- "Hire Goods"** means any Goods, which are hired to the Customer;
- "Hire Period"** means the period of hire, as set out in clause 5;
- "Hire Start Date"** means as defined in clause 5.1;
- "Liability"** means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
- "Order"** the Customer's order for the purchase or hire of Goods, as applicable;
- "Rental"** means the Supplier's charging rate for the hire of the Hire Goods, which is current from time to time during the Hire Period;
- "Sale Goods"** means any Goods, which are sold to the Customer;
- "Specification"** means the specification for the Goods supplied by the Supplier to the Customer in writing (referred to in the Commercial Terms Schedule).
- "Supplier"** means Charles Wilson Engineers Ltd at the address stated at the end of these terms;
- "Total Loss"** means the Hire Goods are, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

### 2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 Nothing in the Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where any terms within the Contract do not apply to a Consumer such terms are clearly outlined below.
- 2.6 In the event of any conflict and inconsistency between these terms and conditions and the Commercial Terms Schedule the Commercial Terms Schedule shall prevail.

### 3. THE GOODS

- 3.1 The Goods are as described in [the Specification].
- 3.2 The Supplier reserves the right to amend the [Specification] if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.3 The Supplier may change the Goods provided to the Customer:
- 3.3.1 to reflect changes in relevant laws and regulatory requirements; and
- 3.3.2 to implement minor technical adjustments and improvements. These changes will not adversely affect the Customers' use of the Goods.
- 3.4 The Supplier may also make more significant changes to the Goods, but will notify the Customer if any such significant changes are made and, if the Customer is a Consumer, and the change has an adverse impact on the Consumers use of the Goods, the Consumer may then contact the Supplier to end the Contract and will receive a full refund.
- 3.5 Where the Goods are digital content, the Supplier may change the Goods to update digital content, provided that the digital content always matches the description of it that the Supplier provided to the Customer before the Customer bought it. The Supplier might ask the Customer to install these updates.
- 3.6 For the avoidance of doubt, these terms and conditions are not intended to cover the manufacture and sale of bespoke goods.

### PART 1: TERMS APPLICABLE TO THE HIRE OF GOODS ONLY

#### 4. HIRE OF GOODS

- 4.1 The Supplier shall hire the Hire Goods to the Customer subject to the terms and conditions of the Contract.
- 4.2 The Supplier shall not, other than in the exercise of its rights under the Contractor applicable law, interfere with the Customer's quiet possession of the Hire Goods.

#### 5. HIRE PERIOD

- 5.1 Where hire of the Hire Goods is to a Customer who is an individual (whether a consumer or otherwise) or relevant recipient of credit as defined under Article 60L of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 e.g. (a) a partnership consisting of two or three persons not all of whom are bodies corporate, or (b) an unincorporated body of persons which does not consist entirely of bodies corporate and is not a partnership ('Relevant Individual'), the Hire Period shall commence on the date [specified out in writing by the Supplier] ('Hire Start Date') and shall end on the earlier of (i) [the date specified in the Commercial Terms Schedule]; or (ii) the last day of the 3 month period commencing on the Hire Start Date ('Option 1 Hire End Date'). For the avoidance of doubt, as the Hire Period to Relevant Individuals is no longer than 3 months, the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
- 5.2 Where the Customer is not a Relevant Individual, the Hire Period shall commence on the Hire Start Date and shall end on the date specified in the Commercial Terms Schedule ('Option 2 Hire End Date').
- 5.3 On the Option 1 Hire End Date or the Option 2 Hire End Date (as applicable), the Customer shall:
- (i) physically return the Hire Goods into the Supplier's possession; or
- (ii) make the Hire Goods available for physical repossession or collection by the Supplier [in a location specified by the Supplier], as applicable.
- 5.4 For the avoidance of doubt, the Hire Period shall automatically end on the Option 1 Hire End Date or the Option 2 Hire End Date, as applicable and the Customer shall not be required to pay the Rental in respect of any period in which the Hire Goods are in the Customer's possession or control outside the Hire Period.
- 5.5 Notwithstanding clause 5.4, if the Customer fails to comply with its obligations in this clause 5, then it shall be liable for any financial loss which this causes the Supplier [and shall indemnify the Supplier in full and on demand in respect of any costs, liabilities, losses and expenses (including legal fees) incurred as a result].

#### 6. TITLE, RISK AND INSURANCE

- 6.1 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except the right to possession and use of the Hire Goods subject to the terms and conditions of the Contract.
- 6.2 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However, the Customer may re-hire the Hire Goods to a third party provided that it has the prior written consent of the Supplier.
- 6.3 Risk in the Hire Goods will pass immediately to the Customer when the Hire Goods leave the physical possession or control of the Supplier. The Hire Goods shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Hire Goods is in the possession, custody or control of the Customer ('Risk Period') until such a time as the Hire Goods are redelivered back into the physical possession of the Supplier.
- 6.4 During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 6.4.1 insurance of the Hire Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
- 6.4.2 insurance for such amounts as a prudent owner or operator of the Hire Goods would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hire Goods; and
- 6.4.3 insurance against such other or further risks relating to the Hire Goods as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.
- 6.4.4 any insurance waivers and/or insurance that has not been provided by the Supplier to the Customer, irrelevant of whether the Customer is a Consumer or Business, must be clarified and agreed with the Supplier in advance of hiring.
- 6.5 All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Hire Period. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies. Any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.
- 6.6 The Supplier may provide reasonably priced insurance to the Customer in respect of the Hire Goods at an additional cost to the Rental at its discretion and in accordance with separate terms and conditions.
- 6.7 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Hire Goods arising out of or in connection with the Customer's possession or use of the Hire Goods.
- 6.8 If the Customer fails to effect or maintain any of the insurances required under this agreement, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 6.9 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

## 7. DELIVERY AND COLLECTION

- 7.1 Unless otherwise agreed between the Supplier and the Customer in writing, it is the responsibility of the Customer to collect the Hire Goods from the Supplier, and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Hire Goods to and/or collect the Hire Goods from the Customer it will do so at its standard delivery cost, set out in the Commercial Terms Schedule.
- 7.2 The Supplier shall make the Hire Goods available for collection on the date agreed and at the place specified in the Commercial Terms Schedule, as may be amended from time to time by notice in writing from the Supplier.
- 7.3 If the Supplier agrees to collect the Hire Goods from the Customer, the Customer shall make the Hire Goods available for collection on the last day of the Hire Period and at the place agreed in writing with the Supplier. The Supplier will collect the Hire Goods within a reasonable time of the Hire Goods being made available for collection by the Customer. In accordance with clause 6 above, the risk in the Hire Goods shall remain with the Customer and the Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier. For the avoidance of doubt, if the Supplier does not agree to collect the Hire Goods in accordance with this clause, the Customer shall deliver the Hire Goods to the Supplier at the place specified by the Supplier in the Commercial Terms Schedule, on the last day of the Hire Period.
- 7.4 Where the Customer is a Consumer, and the supply of Hire Goods is delayed by an event outside of the Supplier's control then the Supplier will contact the Consumer as soon as possible and the Supplier will take steps to minimise the effect of the delay. Provided the Supplier does this, the Supplier will not be liable for delays caused by the event, but if there is a risk of substantial delay, the Consumer may contact the Supplier to end the Contract and receive a refund for any Hire Goods which have been paid for but not received.
- 7.5 If the Customer is a business, any dates quoted for delivery or collection of the Sale Goods by the Supplier are approximate only, and the time of delivery or collection is not of the essence. The Supplier shall not be liable for any delay in delivery of the Hire Goods that is caused by a Force Majeure event or the Customer's failure to provide the Supplier with adequate delivery or collection instructions or any other instructions that are relevant to the supply or collection of the Hire Goods.
- 7.6 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to deliver or collect the Hire Goods.
- 7.7 If any of the delivery or collection of the Hire Goods are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation.
- 7.8 The Customer shall comply with all applicable legislation relating to the use of red diesel and shall not use red diesel in the Hire Goods unless a HMRC approved exemption applies (as set out in latest Excise Notice 75).
- 7.9 On receipt of the Hire Goods from the Customer at the end of the Hire Period, the Supplier shall carry out an inspection of the Hire Goods, to ensure that the Hire Goods do not contain any red diesel.
- 7.10 If the Supplier determines, in its discretion, that the Hire Goods do contain red diesel including trace elements or that any further use of the Hire Goods will be in breach of applicable legislation relating to the use of red diesel the Supplier reserves the right to charge the Customer:
- 7.10.1 for the cost of draining and flushing the fuel system, as may be required to remove all traces of red diesel to ensure the Hire Goods are in a condition for use by other customers using only fully duty paid diesel/biofuels; and
- 7.10.2 a refill charge of white diesel to fill the Hire Goods to full tank capacity.
- 7.11 The Customer hereby indemnifies the Supplier in full and on demand against any and all liabilities, costs, expenses, damages and losses ('Liabilities') suffered or incurred by the Supplier arising out of or in connection with any failure by the Customer to comply with clause 7.8 and all relevant legislation, as updated from time to time, in relation to the use of red diesel in the Hire Goods, including but not limited to Liabilities related to the following:
- 7.11.1 any Hire Goods being impounded by HMRC;
- 7.11.2 any outstanding duty payments on the Hire Goods;
- 7.11.3 any other legal costs, transportation and other expenditure appertaining to the return of the Hire Goods where the Hire Goods have not been drained or flushed of red diesel to a traceability level accepted by HMRC.
- 7.12 The Customer will notify the Supplier immediately if the Hire Goods are seized or confiscated by any third party.
- 8. CARE OF HIRE GOODS**
- 8.1 The Customer shall:
- 8.1.1 not remove any labels from and/or interfere with or alter the Hire Goods, their working mechanisms, components or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer by the Supplier;
- 8.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods or of any other material matters relating to the Hire Goods;
- 8.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
- 8.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
- 8.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
- 8.1.6 keep the Hire Goods at all times in its possession and control and not remove the Hire Goods from the country where the Supplier is located without the prior written consent of the Supplier;
- 8.1.7 keep the Hire Goods at all times in the country where the Supplier is located and shall only take the Hire Goods out of the relevant country with the prior written consent of the Supplier;
- 8.1.8 upon the Supplier giving reasonable notice to the Customer, permit or procure the right for the Supplier or its duly authorised representatives to enter the premises at which the Hire Goods may be located for the purpose of collecting the Hire Goods;
- 8.1.9 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions;

- 8.1.10 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
- 8.1.11 not continue to use Hire Goods where they have been damaged and notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
- 8.1.12 where the Hire Goods require fuel, oil and/or electricity to ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
- 8.1.13 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation;
- 8.1.14 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Hire Goods are at all times safe and without risk to health when they are being set, used, cleaned or maintained by a person;
- 8.1.15 maintain at its own expense the Hire Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the Hire Start Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hire Goods;
- 8.1.16 not without the prior written consent of the Supplier, attach the Hire Goods to any land or building so as to cause the Hire Goods to become a permanent or immovable fixture on such land or building. If the Hire Goods do become affixed to any land or building then the Hire Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Hire Goods from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- 8.1.17 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Supplier in the Hire Goods and, where the Hire Goods have become affixed to any land or building, the Customer must take all necessary steps to ensure that the Supplier may enter such land or building and recover the Hire Goods both during the term of the Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Supplier of any rights such person may have or acquire in the Hire Goods and a right for the Supplier to enter onto such land or building to remove the Hire Goods;
- 8.1.18 not suffer or permit the Hire Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hire Goods are so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hire Goods and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 8.1.19 ensure that at all times the Hire Goods remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hire Goods; and
- 8.1.20 not do or permit to be done anything which could invalidate the insurances referred to in the Contract.
- 8.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.
- 8.3 The Customer shall be responsible for all expenses, loss (including Loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods including any use of the Hire Goods otherwise than in accordance with the Supplier's instructions.
- 8.4 Subject to clause 9.1, the Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
- 8.5 The Customer must not repair or attempt to repair the Hire Goods or appoint any third party to repair the Hire Goods unless authorised to do so in writing by the Supplier.
- 9. LOSS OR DAMAGE TO THE HIRE GOODS**
- 9.1 Notwithstanding clause 9.2 if the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for rehire and to pay the Rental, in accordance with the provisions of clause 8.4, until such repairs and/or cleaning have been completed.
- 9.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:-
- 9.2.1 for any Hire Goods less than twelve (12) months old from first registration pay to the Supplier the new replacement cost of the Hire Goods; and/or
- 9.2.2 for any Hire Goods more than twelve (12) months old from first registration, pay for the reasonable cost to replace the Hire Goods, as stipulated by the Supplier.
- 9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.
- 9.4 In addition to the obligation in clause 9.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9 ("Lost Rental Period"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period.
- 10. TERMINATION OF THE HIRE PERIOD**
- 10.1 This clause is without prejudice to the termination rights set out elsewhere in these conditions, including in clause 15.
- 10.2 [Without prejudice to the Consumers right to terminate set out elsewhere in the Contract or by law (where applicable) the Hire Period has a fixed duration, then subject to the provisions of clause 15 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.]
- 10.3 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party a period of notice in accordance with clause 10.4.

- 10.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.
- 10.5 The rights set out in this clause 10 are in addition to any rights the Customer may have under clause 14 (and any other legal rights).
- 10.6 The Contract shall automatically terminate if a Total Loss occurs in relation to the Hire Goods.

**PART 2: TERMS APPLICABLE TO THE SALE OF GOODS ONLY**

**11. TITLE, RISK AND INSURANCE**

- 11.1 Ownership of any Sale Goods (except to the extent that those Sale Goods are digital content) remains with the Supplier until the earlier of:
  - 11.1.1 all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full; or
  - 11.1.2 if the Customer is a business and the Customer resells the Sale Goods, in which case title to those Sale Goods shall pass to the Customer at the time specified in Clause 11.2.
- 11.2 Subject to Clause 11.3, if the Customer is a business the Customer may resell or use the Sale Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Sale Goods. However, if the Customer resells the Sale Goods before that time:
  - 11.2.1 it does so as principal and not as the Supplier's agent; and
  - 11.2.2 title to those Sale Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 11.3 If the Customer is a business, at any time before title to the Sale Goods passes to the Customer, the Supplier may:
  - 11.3.1 by notice in writing, terminate the Customer's right under Clause 11.2 to resell the Sale Goods or use them in the ordinary course of its business; and
  - 11.3.2 require the Customer to deliver up all the Sale Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Sale Goods are stored in order to recover them.
- 11.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:-
  - 11.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;
  - 11.4.2 maintain the Sale Goods in satisfactory condition; and
  - 11.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of the Supplier.
- 11.5 Risk in the Sale Goods will pass immediately to the Customer when the Sale Goods leave the physical possession or control of the Supplier.

**12. DELIVERY AND COLLECTION**

- 12.1 Unless otherwise agreed between the Supplier and the Customer in writing, it is the responsibility of the Customer to collect the Sale Goods from the Supplier. If the Supplier agrees to deliver it will do so at its standard delivery cost, set out in the Commercial Terms Schedule.
- 12.2 The Supplier shall make the Sale Goods available for collection on the date agreed and at the place specified in the Commercial Terms Schedule, as may be amended from time to time by notice in writing from the Supplier.
- 12.3 Where the Customer is a Consumer, and the supply of Sale Goods is delayed by an event outside of the Supplier's control then the Supplier will contact the Consumer as soon as possible and the Supplier will take steps to minimise the effect of the delay. Provided the Supplier does this, the Supplier will not be liable for delays caused by the event, but if there is a risk of substantial delay, the Consumer may contact the Supplier to end the Contract and receive a refund for any Sale Goods which have been paid for but not received.
- 12.4 If the Customer is a business, any dates quoted for delivery or collection of the Sale Goods by the Supplier are approximate only, and the time of delivery or collection is not of the essence. The Supplier shall not be liable for any delay in delivery of the Sale Goods that is caused by a Force Majeure event or the Customer's failure to provide the Supplier with adequate delivery or collection instructions or any other instructions that are relevant to the supply or collection of the Sale Goods.
- 12.5 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to deliver or collect the Sale Goods.
- 12.6 If any of the delivery or collection of the Sale Goods are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation.

**PART 3: TERMS APPLICABLE TO BOTH THE SALE OF GOODS AND THE HIRE OF GOODS, AS THE CASE MAY BE**

**13. PAYMENT**

- 13.1 The amount of any Deposit and/ or Rental for Hire Goods and/ or monies for Sale Goods shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it shall be specified in writing by the Supplier and must be paid in advance of the Customer hiring the Hire Goods. The Supplier may, at its option, also require a payment on account of the Rental in advance of the Customer hiring the Hire Goods ('Advance Payment'). In the event that the Supplier notifies the Customer that it requires an Advance Payment, the Customer shall pay the Advance Payment in accordance with the payment terms set out in the Contract.
- 13.2 The Customer shall pay the Deposit and/ or Rental for Hire Goods and/ or monies for Sale Goods and/ or any Advance Payment and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed in the Commercial Terms Schedule. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.
- 13.3 The Supplier may, at its absolute discretion, require the Customer to pay an additional Deposit for the Hire Goods at any time during the Hire Period in the event that the amount of the Rental for the Hire Period may exceed the amount of any Deposit already received from the Customer.
- 13.4 The Supplier shall refund the Deposit to the Customer if, following inspection of the Hire Goods by the Supplier at the end of the Hire Period, the Supplier is satisfied that the Customer has complied with the terms of this Contract in respect of those Hire Goods.
- 13.5 Payment by the Customer on time under the Contract is an essential condition and is of the essence of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 13.6 If the Customer is a business and the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgement/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

- 13.7 If the Customer is a business the Customer shall pay all sums due to the Supplier under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 13.8 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.
- 13.9 The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice.
- 14. STATUTORY CANCELLATION RIGHT FOR CONSUMERS**
- 14.1 The provisions of this clause 14 only apply to Customers who are a Consumer for the purpose of any hire or purchase of Goods from the Supplier.
- 14.2 Subject to the remainder of this clause 14, if the Consumer is based in the UK or EU and entered into the Contract using methods of distance communications only (i.e. online, phone or email) the Consumer will have the right to change its mind within 14 days after the Goods come into its physical possession, and receive a refund.
- 14.3 If the Consumer wishes to change its mind in accordance with clause 14.2 the Consumer can contact the Supplier using the contact details set out at the end of these terms. When writing to the Supplier, the Consumer can also send a cancellation form as set out in Schedule 1 below.
- 14.4 Where a Consumer exercises its right to cancel under clause 14 and has made payments in advance for Goods that have not been provided to it, then the Supplier will refund these amounts to the Consumer:
  - 14.4.1 within 14 days of receipt of the Goods which have been returned by the Consumer; or
  - 14.4.2 (if earlier) within 14 days after the day the Consumer provides evidence that they have returned the Goods; or
  - 14.4.3 if no Goods have been provided by the Supplier, within 14 days after the day on which the Supplier is informed of the Consumer's decision to cancel the Contract.
- 14.5 If the Consumer exercises the right to cancel under clause 14:
  - 14.5.1 The Supplier may reduce the refund of the Goods (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Consumer's handling of the Goods which would not be permitted in a shop. If the Supplier refunds the Consumer the price paid before the Supplier is able to inspect the Goods and later discovers that the Consumer has handled the Goods in an unacceptable way, the Consumer will be obligated to pay an appropriate amount specified by the Supplier.
  - 14.5.2 If applicable, the maximum refund for delivery costs which will be paid by the Supplier will be the costs of delivery by the least expensive delivery method offered by the Supplier.
- 14.6 Where the Contract is with a Consumer and:
  - 14.6.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and
  - 14.6.2 provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.
- 14.7 Where the Contract is with a Consumer and is for the supply of digital content, the Consumer will not have a right to cancel the Contract after the Consumer has started to download or stream the digital content.
- 14.8 Where a Consumer cancels the Contract under this clause 14, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.
- 14.9 If the Consumer has another legal or contractual right to terminate the Contract, usually if the Supplier has done something wrong, then the Supplier will refund the Consumer the cost of the Goods (where applicable).

**15. TERMINATION**

- 15.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
  - 15.1.1 fails to make any payment to the Supplier when due without just cause;
  - 15.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
  - 15.1.3 persistently breaches the terms of the Contract;
  - 15.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
  - 15.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
  - 15.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
  - 15.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating, to be financially incapable of meeting its obligations under the Contract; and/or
  - 15.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events.
- 15.2 The Supplier can stop providing an ongoing subscription for digital content at any time provided that the Supplier notifies the Customer in writing at least [one month] in advance and it refunds any sums that the Customer paid in advance for digital content that won't be provided.

- 16. **TERMINATION OR EXPIRY** of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**17. CONSEQUENCES OF TERMINATION**

- 17.1 On expiry or termination of the Contract, however caused, the Supplier's consent to the Customer's possession of the Hire Goods shall terminate immediately.
- 17.2 Upon termination of the Contract the Customer shall immediately return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives. The Supplier may enter, without prior notice, the site where the Goods are held and repossess them. The Customer hereby grants or



- shall procure the right for the Supplier or its authorised representative to enter the site where the Goods are held in order to collect them.
- 17.3 On termination or expiry of the Contract, for any reason:
- 17.3.1 all monies owed by the Customer to the Supplier shall immediately become due and payable by the Customer;
- 17.3.2 The Customer shall pay all costs and expenses incurred by the Supplier in recovering the Hire Goods or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 17.4 [In the event that the Customer is a business and Contract is terminated by the Supplier in accordance with Clause [17.1], without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier on demand a sum equal to the whole of the Rental that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Hire Period.]
- 17.5 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach of the Contract.
- 17.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 18. WARRANTIES**
- 18.1 This clause 18 shall only apply if the Customer is a business.
- 18.2 Except as set out in this clause 18 all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy (including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 18.3 The Supplier warrants that, on delivery, the Goods shall:
- 18.3.1 Conform in all material respects with the Specification;
- 18.3.2 Be free from material defects in design, material and workmanship; and
- 18.3.3 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 18.4 Subject to Clause 18.6, if:
- 18.4.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 18.3;
- 18.4.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 18.4.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the [Customer's] cost,
- 18.5 the Supplier shall, at its option, repair or replace the defective Goods, and/ or refund the price of the defective Goods or in respect of Hire Goods, refund the Rental (as applicable) in full or for the period that the Hire Goods were not available to the Customer, as applicable.
- 18.6 The Supplier shall have no Liability for the Goods' failure to comply with the warranty set out in clause 18.3 if:
- 18.6.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 18.4
- 18.6.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 18.6.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- 18.6.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 18.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 18.6.6 the Goods differ from [the Specification] as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 18.7 Except as provided in this Clause 18, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 18.3.
- 18.8 These conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 19. LIMITATIONS OF LIABILITY**
- 19.1 If the Customer is a business, and the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 19.2 If the Customer is a business, the Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods have not been paid in full by the due date for payment.
- 19.3 If the Customer is a business, the Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 19.4 If the Customer is a business, the Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 19.5 If the Customer is a business the Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-
- 19.5.1 consequential losses;
- 19.5.2 economic and/or other similar losses;
- 19.5.3 business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or
- 19.5.4 special damages and indirect losses however so arising.
- 19.6 If the Customer is a business, subject to clause 19.2 to 19.5, the Supplier's total Liability to the Customer under and/or arising in relation to any Contract, whether in contract, tort (including negligence) and any statutory and/or common law duty shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods (as applicable) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher.
- 19.7 If the Customer is a Consumer and the Supplier fails to comply with these terms, the Supplier is responsible for loss or damage suffered by the Consumer that is a foreseeable result of the Supplier breaching the Contract or failing to use reasonable care and skill, but the Supplier is not responsible for any loss or damage that is not foreseeable. 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 Supplier and the Consumer knew it might happen.
- 19.8 If the Customer is a Consumer, the Supplier only supplies the Goods for domestic and private use. If the Consumer uses the Goods for any commercial, business or re-sale purpose the Supplier will have no liability to the Consumer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 19.9 Nothing in the Contract shall exclude or limit the Liability of either party for fraud, death or personal injury due to that party's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 20. GENERAL**
- 20.1 Each hire of an item of Hire Goods or purchase of an item of Sale Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods or the purchase of other Sale Goods.
- 20.2 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under the Contract.
- 20.3 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on **01582 763122** or by e-mail at **cw@cwplant.co.uk**
- 20.4 If the Customer is a business the Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.
- 20.5 If the Customer is a business no waiver by the Supplier of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 20.6 If the Customer is a business the Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 20.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce the Contract as if they were the Supplier.
- 20.8 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.9 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20.10 If the Customer is a Consumer, these terms are governed by English law and wherever the Consumer lives the Consumer can bring a claim against the Supplier in the English courts. If the Consumer lives in Wales, Scotland or Northern Ireland, the Consumer can also bring claims against the Supplier in the courts of the country the Consumer lives in. The Supplier can also claim against the Consumer in the court of the country the Consumer lives in. Nothing in these terms affects the Consumer's rights to rely on such mandatory provisions of local law.
- 20.11 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre. Nothing in these conditions will affect these legal rights.
- 20.12 If the Customer is a Consumer, the Consumer should be aware that alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without a Consumer having to go to court. If the Consumer is not happy with how the Supplier has handled any complaint, the Consumer may want to contact the alternative dispute resolution provider the Supplier uses. The Consumer can submit a complaint to the Citizens Advice Bureau via their website at <https://www.citizensadvice.org.uk/>. The Citizens Advice Bureau will not charge the Consumer for making a complaint and if the Consumer is not satisfied with the outcome, the Consumer can still bring legal proceedings.
- 20.13 If the Customer is a business, the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of [England and Wales]. Each party irrevocably agrees that the courts of [England and Wales] shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

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