1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Consumer" means a person who contracts for the supply of goods and services for the purposes of his trade or business, or any other similar purpose;

"Contract" means a contract of sale or supply of goods and services made between the Customer and the Supplier for the hire of the Head Office & Accounts and the supply of the goods and services for the purpose of the Customer's trade or business or any other similar purpose;

"Customer" means the person, firm, company or other organization hiring the Head Office & Accounts;

"Deposit" means any advance payment required by the Supplier in relation to the hire of the Head Office & Accounts;

"Force Majeure" means any event outside a party's reasonable control including without limitation wars, epidemics, embargoes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, fire, flood, storm, tempest or other natural calamity, governmental or civil authority, or any act of God;

"Head Office & Accounts" means any machines, articles, tool and/or device together with any essential sundries or accessories supplied by the Supplier;

"Hire Period" means the period commencing when the Customer holds the Head Office & Accounts and ending upon the earlier of any of the following events: (i) the physical recall of the Head Office & Accounts, (ii) the breach of the Conditions or (iii) the physical repossession of Head Office & Accounts by the Supplier;

"Hire Price" means the price charged for the hire of the Head Office & Accounts provided in the quotation or estimate sent to the Customer by the Supplier;

"Rental" means the Supplier's charging rate for the hire of the Head Office & Accounts, which is charged for the hire of each calendar month;

"Supplier" means Plantool Limited and it will include its employees, servants, agents, sub-contractors, successors and assigns;

"Services" means the services and/or work (if any) to be performed by the Supplier in connection with the hire of the Head Office & Accounts and/or supply of the goods and/or services including any delivery and/or collection service for the Hire Goods;

2 HIRE OF GOODS

2.1 Hire of the Goods is subject to the terms and conditions prescribed by the Supplier in any quotation or estimate sent to the Customer by the Supplier.

2.2 Hire of the Goods is conditional upon the Customer making a Deposit and upon the Customer undertaking to pay to the Supplier the Hire Price for the Goods for the Hire Period.

2.3 Payment by the Customer shall be subject to all existing hire agreements of the Customer with the Supplier for the goods and services to the extent of the Goods to be supplied under the Contract.

2.4 Head Office & Accounts means any machines, articles, tool and/or device together with any essential sundries or accessories supplied by the Supplier.

2.5 The Supplier shall have the right to enter the Customer's premises to collect or inspect the Head Office & Accounts at any time during the Hire Period.

2.6 The Customer shall have no right to sell, part with or otherwise dispose of the Head Office & Accounts without the prior written consent of the Supplier.

2.7 Hire of the Goods for the purpose of display or promotion is only permitted by the Supplier at the time of hire for such purpose and upon payment of the Supplier's charge for hire of the Goods for such purpose.

2.8 The Supplier shall at all times have the right to enter the Customer's premises to examine the Head Office & Accounts.

2.9 The Supplier shall have the right to remove the Head Office & Accounts from any location at any time during the Hire Period at the expense of the Customer.

2.10 The Supplier shall be entitled to recover all reasonable costs for the recovery of the Head Office & Accounts.

2.11 The Customer shall return the Head Office & Accounts in good and serviceable condition and in the original packaging. Any loss or damage, however caused, sustained by the Head Office & Accounts, shall be the responsibility of the Customer.

2.12 The Customer shall indemnify the Supplier against and hold the Supplier harmless against any action, claim, demand, costs, expenses, loss or damage suffered or incurred by the Supplier as a result of any act, error or omission of the Customer.

2.13 The Customer shall not alter or tamper with the Goods in any way.

2.14 The Customer shall not use the Goods for any purpose or in any manner which is unlawful or illegal.

2.15 The Customer shall not use the Goods in any manner which may result in the Goods being dangerous to the health or safety of persons or property.

3 PAYMENT

3.1 Payment of any Deposit, Rental and/or charges for any Services shall be as stated in the quotation or estimate or as agreed between the Customer and the Supplier.

3.2 Payment of any Deposit shall be made on delivery of the Goods and any outstanding balance of the Hire Price shall be paid within 30 days from delivery of the Goods.

3.3 The Customer shall pay the Rental for the Services either by daily, weekly, monthly or annual contract to the Supplier at the time and in the manner agreed.

3.4 The Customer shall immediately pay to the Supplier all sums due to the Supplier in accordance with the Contract for the Goods and/or Services and the Customer shall not deduct or set off any amounts from those sums due to the Supplier.

3.5 Payment shall be made without deduction for any defect of the Goods and/or any other cause.

3.6 The Customer shall not be entitled to withhold any Rental and/or charges for any Services.

3.7 The Supplier is not liable to the Customer for any delay in the performance of the Services.

3.8 The Supplier may at any time require payment in full on the due date the Supplier may charge the Customer interest both before and after judgment on the amount unpaid at the rate charged by the Lloyds Bank Limited under its Late Payment of Commercial Debts (Interest) Act 1995 Interest Act at 2% above base rate from time to time of the Supplier's demand which is later than 30 days from the due date.

3.9 The Customer shall not be entitled to any remedy by way of rescission, damages or otherwise in respect of any Goods which have been supplied in accordance with the terms of the Contract.

3.10 The Supplier reserves the right to charge interest at the rate of 8% per annum above Bank of England base rate on any amounts outstanding as a result of non-payment of the Goods.

4 QUALITY OF GOODS

4.1 The Supplier warrants that the Goods supplied by the Supplier are of fit and proper condition for the purpose of their hire and that the Goods are of such description as described in the quotation or estimate sent to the Customer by the Supplier.

4.2 The Supplier warrants that the Goods are of satisfactory quality and fitness for the purpose for which they are supplied.

4.3 If the Customer finds any defects in the head office & accounts which are not covered by the manufacturer's guarantee, the Customer shall give notice of such defects to the Supplier at the first available opportunity.

4.4 The Supplier will not be liable for any loss or damage caused by the Customer's failure to observe the technical instructions of the Supplier.

4.5 The Supplier shall not be liable for any loss or damage caused by the Customer's failure to observe the instructions contained in the written instructions accompanying the Goods.

4.6 The Supplier shall not be liable for any failure to carry out work or services on the date promised or any date on which the Customer requests that the work or services be carried out.

4.7 The Supplier shall not be liable for any failure to carry out work or services on a date other than the date promised or the date on which the Customer requests that the work or services be carried out.

4.8 The Supplier shall not be liable for any loss or damage caused by the Customer's failure to observe the instructions contained in the written instructions accompanying the Goods.

5 DELIVERY, COLLECTION AND SERVICES

5.1 The Supplier shall deliver the Goods to the Customer's premises and the Customer shall accept the Goods.

5.2 The Supplier shall deliver the Goods in accordance with the notice given by the Customer.

5.3 The Supplier shall deliver the Goods in accordance with the notice given by the Customer.

5.4 The Customer shall be responsible for all costs incurred by the Supplier in connection with the delivery of the Goods to the Customer.

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