



Terms & Conditions

Hire of Equipment



1 Definitions and Interpretation

1.1 In these Conditions the following definitions apply

- Affiliate:** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;
- Applicable Law:** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
- Bribery Laws:** means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
- Business Day:** means a day other than a Saturday, Sunday or a bank or public holiday in England;
- Conditions:** means the Supplier's terms and conditions of hire set out in this document;
- Confidential Information:** means any commercial, financial or technical information, information relating to the Equipment, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
- Contract:** means the agreement between the Supplier and the Customer for the hire of the Equipment incorporating these Conditions and the Order, and including all its schedules attachments, annexures and Specification;
- Control:** has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
- Customer:** means the named party in the Contract which has agreed to hire the Equipment from the Supplier and whose details are set out in the Order;
- Collection:** means the collection of the Equipment from the Collection Location. Collected shall be interpreted accordingly;
- Collection Date:** means the collection date set out in the Order or which has been communicated by the Supplier to the Customer prior to Collection;
- Collection Location:** means the address where the Equipment is to be Collected as set out in the Order or such other address as agreed between the Customer and the Supplier prior to Collection;
- Deposit:** means any deposit to be paid in accordance with the Order;
- Documentation:** means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Equipment;



Equipment:	means the equipment and related accessories, spare parts and Documentation and other physical material set out in the Order or understood by the parties to be included in the equipment and to be hired by the Customer from the Supplier in accordance with the Contract;
Extension Notice:	means the notice provided by the Customer to the Supplier in accordance with clause 13.4;
Force Majeure:	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightening, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or lack of equipment required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Hire Fee:	means the hire fee for the Equipment as set out in the Order;
Hire Period:	means the hire period as set out in the Order, or such other period as agreed by the Supplier and the Customer in accordance with these Conditions;
Order:	means an order for the hire of Equipment from the Supplier placed by the Customer;
Post Hire Inspection:	has the meaning given in clause 5.2;
Pre Hire Inspection:	has the meaning given in clause 5.1;
Representatives:	has the meaning given in clause 20.2.1 and 22.4;
Specification:	means the description provided for the Equipment set out or referred to in the Contract;
Supplier:	means Renmak Ltd registered in England and Wales at 112 Walsall Road, Lichfield, WS13 8AF with company number 12206973 and VAT number 338308692;
VAT:	means value added tax, as defined by the Value Added Tax Act 1994; and
Working Hours:	means the hours of 09.00 to 17.30 on a Business Day.



- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
 - 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and
 - 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of hire.
- 2.2 On and subject to these Conditions the Supplier agrees to hire the Equipment to the Customer for the Hire Period.
- 2.3 No terms or conditions endorsed on, delivered with, or contained in any order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.



- 2.4 Save as permitted in these Conditions, no variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.5 Each Order by the Customer to the Supplier shall be an offer to hire the Equipment subject to the Contract including these Conditions.
- 2.6 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Equipment shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
- 2.7.2 the Supplier dispatching the Equipment or notifying the Customer that the Equipment is available for Collection (as the case may be).
- 2.8 Marketing and other promotional material relating to the Equipment are illustrative only and do not form part of the Contract.

3 Hire Availability and Equipment Specification

- 3.1 The Supplier shall endeavour to ensure that the Equipment is available for Collection on the Collection Date. Should the Equipment not be available for Collection on the Collection Date, the Supplier shall notify the Customer at the earliest possible opportunity and arrange an alternative date for Collection.
- 3.2 Time shall not be of the essence in respect of Collection and the Supplier accepts no liability for any loss howsoever caused because of the Equipment not being available for Collection on the Collection Date.
- 3.3 The Supplier shall endeavour to ensure that on Collection the Equipment conforms to the Specification.
- 3.4 The Equipment will be provided clean and in full working order.
- 3.5 In the case of motor vehicles:
- 3.5.1 the Equipment will be supplied with no spare wheels or tools; and
- 3.5.2 the Equipment will be supplied with a full tank of fuel.



4 Customer Duties

- 4.1 Save for any reasonable wear and tear, the Customer shall ensure that the Equipment is returned to the Supplier at the end of the Hire Period in accordance with these Conditions.
- 4.2 The Customer shall, at its sole cost:
- 4.2.1 ensure that the conditions, premises and general environment in which the Equipment is kept and/or used do not adversely affect its condition or functionality or otherwise put it or any part if it at risk;
 - 4.2.2 ensure the safety of all staff and others who have access to the Equipment is maintained at all times;
 - 4.2.3 operate and use the Equipment only for the purposes for which it was designed;
 - 4.2.4 not use or permit the Equipment to be used or operated in any way contrary to any Applicable Law or these Conditions;
 - 4.2.5 not take or allow the Equipment to be taken outside of Scotland, England or Wales without prior written authority from the Supplier and obtaining suitable insurance;
 - 4.2.6 ensure that all users of the Equipment hold valid and current driving licences in the appropriate classes and are suitably trained and skilled in accordance with any operating instructions provided or made available by the Supplier and/or the manufacturer of the Equipment; and
 - 4.2.7 report all accidents involving the Equipment as soon as reasonably possible. For the purposes of this clause, accidents shall include any incidents involving damage to, or damage caused by, the Equipment (in whatever form).
- 4.3 Subject to clause 4.4, the Customer shall, at its sole cost:
- 4.3.1 maintain the Equipment in good working condition and repair;
 - 4.3.2 ensure that the Equipment, in the case of motor vehicles, are kept in a roadworthy condition and attend operator licence inspections (PMI) in line with the Supplier's operators licence inspection intervals;
 - 4.3.3 regularly check and adjust as necessary the oil and water levels with specified fluids;
 - 4.3.4 carry out regular maintenance on the Equipment, including daily checks in accordance with the Supplier's operators licence conditions;



- 4.3.5 carry out any necessary repairs to the tyres, hoses, bulbs and lights on the Equipment when necessary;
- 4.3.6 keep the Supplier fully informed about all work it carries out on the Equipment;
- 4.3.7 ensure that it complies with the Supplier's requirements as to the source and type of any replacement parts; and
- 4.3.8 maintain records showing clearly all maintenance and work carried out by it on the Equipment and provide copies of them to the Supplier on request.
- 4.4 All repairs to the Equipment during the Hire Period must be authorised by the Supplier in writing and in advance of the works. Following any repairs the Customer shall permit the Supplier (and/or the Supplier's agents) to inspect the repairs. If the works are not carried out to the Supplier's reasonable satisfaction the Supplier shall, at its sole discretion, either instruct the Customer to carry out further repairs or recover the Equipment and carry out the repairs itself.
- 4.5 Whilst the Customer shall not modify the Equipment, it may replace parts that have become damaged, broken or have been lost. Ownership of any replacement parts shall vest in the Supplier on their installation.
- 4.6 The Customer (including its agents, employees and subcontractors) shall at all times comply with all transport and traffic laws and regulations when using the Equipment. Should the Customer breach this clause it shall be liable for, and indemnify the Supplier in full against, any fines, penalties, liabilities, and/or loss arising in respect of any non-compliance or contravention of any transport and/or traffic laws or regulations. Should the Supplier incur and/or pay a fee, penalty or charge in connection with the Customer's breach of this clause 4.6 it shall be entitled to recover from the Customer an amount commensurate with the fee, penalty and/or charge plus it shall also be entitled to charge the Customer an administration fee of £25.00 per payment.
- 4.7 The Customer shall report any faults with the Equipment (which might impair the safe and/ or proper functioning of the Equipment) as soon it becomes aware of the fault.
- 4.8 The Customer shall report any damage to the Equipment (howsoever caused) as soon as it becomes aware of the damage.
- 4.9 In the case of any motor vehicle, the Customer shall return the vehicle with a full tank of fuel, and where specified Adblue, to the Supplier at the end of the Hire Period.
- 4.10 Prior to returning the Equipment, the Customer shall ensure that the inside and out of the cabin/ chassis have been properly cleaned and that the contents of any tanker body have been removed.



5 Inspection, Repairs and Replacement Parts

- 5.1 The Customer is responsible for inspecting the Equipment at the Collection Location on Collection (the Pre Hire Inspection). Any defects with the Equipment at the Pre Hire Inspection point should be notified to the Supplier and recorded in writing.
- 5.2 The Equipment will be inspected by the Supplier at the end of Hire Period (the Post Hire Inspection). At which point should the Equipment be damaged or otherwise in a condition not in accordance with these Conditions the Supplier shall charge the Customer for the cost of repairs in accordance with these Conditions. The Supplier and the Customer shall seek to resolve any dispute in connection with these charges in accordance with clause 22 below.
- 5.3 The parties accept, and the Customer waives any right to challenge that, any defects discovered at the Post Hire Inspection, that were not notified at the Pre Hire Inspection point, were caused during the Hire Period and the Supplier shall be entitled to charge the Customer accordingly in respect of any repairs.
- 5.4 All hosing on the Equipment must be fully rolled out at both during the Pre Hire Inspection and Post Hire inspection. Any damage, defects or abnormalities caused during the Hire Period will be chargeable in accordance with these Conditions.
- 5.5 All tyres on the Equipment will be measured and checked at both the Pre Hire Inspection and the Post Hire Inspection. Any damage, defects or abnormalities caused during the Hire Period (save for any reasonable wear and tear) will be chargeable in accordance with these Conditions.
- 5.6 Any repairs carried out in accordance with clause 5.2 above, in respect of any damage caused to the Equipment during the Hire Period, will be carried out by either the Supplier or a third party instructed by the Supplier.
- 5.7 Any parts, such as hosing and/or tyres, damaged during the Hire Period, and which have not already been replaced by the Customer in accordance with clause 4.4, will be replaced by the Supplier after the end of the Hire Period.
- 5.8 The Customer agrees to indemnify the Supplier in connection with the costs of any repairs and /or replacement parts in accordance with clause 17.

6 Possession and Ownership of the Equipment

- 6.1 The Supplier shall at all times retain ownership of the Equipment and the Customer shall not do or allow to occur anything which might adversely affect the Supplier's right, title or interest in the Equipment.
- 6.2 The Customer shall ensure that the Equipment and the premises in which it is housed is kept safe and secure and that a level of security is provided in respect of it as is commensurate with best industry practice.



- 6.3 The Customer shall not:
- 6.3.1 create, or allow to be created over the Equipment any lien, charge or other security;
 - 6.3.2 lend, lease, sell or otherwise part with possession of the Equipment or represent it may do any of those things;
 - 6.3.3 connect or attach the Equipment to any land or buildings; or
 - 6.3.4 do anything that causes the Supplier's insurance of the Equipment to become void or voidable.
- 6.4 The Customer shall:
- 6.4.1 store the Equipment separately from all other equipment in the Customer's possession;
 - 6.4.2 ensure that the Equipment is clearly identifiable as belonging to the Supplier;
 - 6.4.3 not remove or alter any identifying mark on the Equipment; and
 - 6.4.4 inform the Supplier immediately if it becomes or is reasonably likely to become subject to any of the events or circumstances set out in clause 15.4.
- 6.5 The Supplier may inspect the Equipment during Working Hours and the Customer shall permit it access to its premises to do so.

7 Risk in the Equipment

Risk in the Equipment shall pass to the Customer on Collection for the full duration of the Hire Period.

8 Insurance

- 8.1 The Customer shall be responsible for insuring the Equipment to its full replacement cost on an 'all risks' basis for the full duration of the Hire Period.
- 8.2 The Supplier's interest shall be noted on the insurance policy as the owner of the Equipment.
- 8.3 The Customer shall provide the Supplier with evidence of compliance with clause 8.1 on request.

9 Deposit

- 9.1 The Customer shall pay any Deposit on or before Collection.
- 9.2 The Supplier is not obliged to hold the Deposit on trust for the Customer and without prejudice to its duty to repay the Deposit under clause 9.3 is free to treat the Deposit as its own monies.



9.3 Subject to clause 9.4, the balance of any Deposit (after deducting any sums that may be due to the Supplier in accordance with these Conditions) shall become repayable to the Customer within five Business Days of the end of the Hire Period.

9.4 The Supplier may apply the Deposit against any failure by the Customer to pay any part of the Hire Fees by the due date and against any loss or damage caused to the Equipment by the Customer failing to comply with its obligations under these Conditions. If deducted during the Hire Period, the Customer shall then pay to the Supplier within seven Business Days of a written request from the Supplier an amount equivalent to the deductions made by the Supplier.

10 Hire Fee

10.1 The Hire Fee shall be payable by the Customer as set out in the Contract and, save for clause 13.6, be paid prior to Collection of the Equipment.

10.2 The Hire Fee is exclusive of VAT (or any equivalent sales tax which may be applicable) and the costs of insurance, maintenance, and delivery.

10.3 The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.

11 Payment

11.1 The Customer shall pay all invoices in respect of the Hire Fee:

11.1.1 in full without deduction or set-off, in cleared funds on receipt of each invoice;

11.1.2 in pounds sterling; and

11.1.3 to the bank account nominated by the Supplier.

11.2 Time of payment is of the essence. Where sums due under the Contract are not paid in full by the due date, and without limiting its other rights:

11.2.1 the Supplier may, terminate the Hire Period immediately without having to pay the Customer compensation and recover immediate possession of the Equipment;

11.2.2 the Supplier may, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and

11.2.3 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.



12 Credit Limit

The Supplier may set and vary credit limits from time to time and suspend performance of the Contract if the Customer exceeds such credit limit.

13 Hire Period

- 13.1 The Supplier shall make available, and the Customer shall be free to use, the Equipment for the duration of the Hire Period subject to these Conditions.
- 13.2 At the end of the Hire Period the Contract between the Customer and the Supplier shall terminate in accordance with clause 15.1, unless extended in accordance with clause 13.4.
- 13.3 Should the Customer wish to extend the Hire Period for a further period it shall contact the Supplier and request an extension in accordance with clause 13.4.
- 13.4 Should the Customer wish to extend the Hire Period at any time it should notify the Supplier in writing (Extension Notice). The Extension Notice should include the description of the Equipment, including any registration details, along with the proposed period of extension.
- 13.5 The Extension Notice will be treated as an offer by the Customer to the Supplier subject to these Conditions. The Supplier may accept or reject the Customer's request at its discretion. The Customer's request shall not be accepted, and no binding obligation to extend the Hire Period shall arise, until the Supplier has provided written acceptance of the extended Hire Period.
- 13.6 If accepted, the Supplier shall issue the Customer with a further invoice for the extended Hire Period and the Customer shall make payment of the invoice in accordance with clause 11.1.
- 13.7 Any additional Hire Period will be subject to these Conditions.

14 Limitation of Liability

- 14.1 The extent of the Supplier's liability under or in connection with these Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.
- 14.2 Subject to clause 14.6, the liability of the Supplier shall not exceed the amounts paid in respect of the Equipment for the applicable Hire Period.
- 14.3 Subject to clause 14.6, the Supplier shall not be liable for any consequential, indirect or special loss.
- 14.4 Subject to clause 14.6, the Supplier shall not be liable for any of the following (whether direct or indirect):



- 14.4.1 loss of profit;
- 14.4.2 loss of revenue;
- 14.4.3 loss or corruption of data;
- 14.4.4 loss or corruption of software or systems;
- 14.4.5 loss or damage to equipment;
- 14.4.6 loss of use;
- 14.4.7 loss of production;
- 14.4.8 loss of contract;
- 14.4.9 loss of commercial opportunity;
- 14.4.10 loss of savings, discount or rebate (whether actual or anticipated);
- 14.4.11 harm to reputation or loss of goodwill; and/or
- 14.4.12 wasted expenditure.
- 14.5 Except as expressly stated in these Conditions, and subject to clause 13.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 14.6 Notwithstanding any other provision of these Conditions, the Supplier's liability shall not be limited in any way in respect of the following:
 - 14.6.1 death or personal injury caused by negligence;
 - 14.6.2 fraud or fraudulent misrepresentation; and
 - 14.6.3 any other losses which cannot be excluded or limited by applicable law.

15 Termination

- 15.1 The Contract shall terminate immediately at the end of the Hire Period.
- 15.2 The Contract may be terminated by either party giving not less than three month's notice in writing to the other party.
- 15.3 Either party may terminate the Contract at any time by giving notice in writing to the other party if:



- 15.3.1 the other party commits a material breach of the Contract and such breach is not remediable;
- 15.3.2 the other party commits a remediable material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
- 15.3.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 15.4 Either party may terminate the Contract at any time by giving notice in writing to the other party if that other party:
 - 15.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 15.4.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 15.4.4 becomes subject to a moratorium under the Insolvency Act 1986, Part A1;
 - 15.4.5 becomes subject to a restructuring plan under the Companies Act 2006, Part 26A;
 - 15.4.6 becomes subject to a scheme of arrangement under the Companies Act 2006, Part 26;
 - 15.4.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.4.8 has a resolution passed for its winding up;
 - 15.4.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 15.4.10 is subject to any procedure for the taking control of its Equipment that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 15.4.11 has a freezing order made against it;
 - 15.4.12 is subject to any events or circumstances analogous to those in clauses 15.4.1 to 15.4.11 in any jurisdiction; and/or



15.4.13 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.4.1 to 15.4.12 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

15.5 The right of a party to terminate the Contract pursuant to clause 15.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.

15.6 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

16 Consequences of Termination

16.1 At the end of the Hire Period or any earlier termination of the Contract the Customer shall:

16.1.1 at its own cost promptly (and as the Supplier may specify) either:

(a) deliver the Equipment to the Supplier or its nominees at such other location as it may notify to the Customer; or

(b) make it available for collection by the Supplier or its nominees; and

16.1.2 immediately pay all amounts owing in respect of the Hire Fee.

16.2 On termination of the Contract for any reason:

16.2.1 the Customer shall within five Business Days return any materials of the Supplier then in its possession or control; if it fails to do so, the Supplier may enter any premises owned by or under the control of the Customer and take possession of them; and

16.2.2 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

16.3 The following Conditions shall survive termination, howsoever caused: clauses 6, 13, 14, 15, 17, 23, 30, 31, 32 and 33.



17 Indemnity

- 17.1 The Customer shall indemnify the Supplier in full in respect of all costs, damages, claims, losses (including any loss of hire fees caused whilst the Equipment has been lost, stolen or is being repaired or awaiting replacement) and reasonable expenses, arising from:
- 17.1.1 any breach of these Conditions;
 - 17.1.2 fines, penalties and liabilities imposed or arising in respect of non compliance or contravention of any transport, traffic or other law or regulation;
 - 17.1.3 any damage, defects, and/or abnormalities caused to the Equipment during the Hire Period (where the Equipment is not beyond economic repair). In such case the Customer shall indemnify the Supplier for the full repair cost (including labour costs), the cost of all replacement parts, plus all associated fees;
 - 17.1.4 any damage, defects, and/or abnormalities caused to the Equipment during the Hire Period (where the Equipment is damaged beyond all economic repair). In such case the Customer shall indemnify the Supplier for the market value of the Equipment as at the date of damage (or if unknown the date when the Hire Period ends);
 - 17.1.5 the loss (howsoever caused) of the Equipment during the Hire Period. In such case the Customer shall indemnify the Supplier for the market value of the Equipment as at the date of loss; and
 - 17.1.6 the Customer's negligence, improper use of the Equipment, or default of these Conditions, including any accident, fire, flood, theft or third-party damage or claims.
- 17.2 All payments made by the Supplier to third parties (such as fines, charges and levies) in respect of the Equipment for matters caused during the Hire Period will incur an administrative fee of £25.00 per payment.
- 17.3 Any repairs, cleaning, fuel/ Adblue, or replacement tyres required or carried out by the Supplier shall incur an administration surcharge of 15% above the actual costs incurred.

18 Data

- 18.1 The Customer acknowledges and agrees that certain Equipment (Telematics Equipment) may be fitted with a telematics system (Telematics System). The Telematics System gathers, records, and stores certain vehicle, performance, and environmental data (Data) from the Telematics Equipment and transmits the Data to the Supplier (or to an IT services provider acting on behalf of the Supplier). In the future, and subject to the Customer's agreement in writing, the Telematics System may also receive Data.



- 18.2 The Customer and the Supplier agree that:
- 18.2.1 the Customer consents to the Supplier's use of and access to the Telematics System and the gathering, recording, storing, transmitting and use of the Data;
 - 18.2.2 the Data may include, without limitation, information relating to the Telematics Equipment's identity, performance, location and operation, including diagnostics;
 - 18.2.3 all Data is and will remain the property of the Supplier;
 - 18.2.4 the Supplier and third parties authorised by the Supplier may view, access and use the Data as part of their business;
 - 18.2.5 to the extent that the Supplier or its authorised third parties wishes to use the Data for marketing, environmental reporting or other similar purposes, they will do so only in a form that is sufficiently anonymised so that the Customer cannot reasonably be identified by such use of the Data unless that use is authorised in advance and in writing by the Customer; and
 - 18.2.6 the Supplier may disclose the Data to the extent that it is required to do so by law or any governmental or regulatory authority.

19 General Data Protection Regulation (GDPR) (EU) 2016/679

Each of the Customer and the Supplier undertakes that it will comply with all applicable data protection laws in connection with the performance of its obligations under the Contract, including the General Data Protection Regulation (GDPR) (EU) 2016/679.

20 Confidential Information

- 20.1 Each party undertakes that it will keep any information that is confidential in nature concerning the other party and its Affiliates including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy confidential and that it will not use or disclose the other party's Confidential Information to any person, except as permitted by clause 20.2.
- 20.2 A party may:
- 20.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Contract, provided that such party must ensure that each of its Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 20 as if it were a party;



- 20.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 20.2.3 use Confidential Information only to perform any obligations under set out in the Contract.
- 20.3 Each party recognises that any breach or threatened breach of this clause 20 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 20.4 This clause 20 will bind the parties during the Hire Period and for a period of five years following termination of the Contract.

21 Anti-Bribery

- 21.1 The Customer will comply with applicable Bribery Laws relating to prevention of bribery and corruption (as updated from time to time), and will use all reasonable endeavours to ensure that:
 - 21.1.1 all of the Customer's personnel;
 - 21.1.2 all of the Customer's subcontractors; and
 - 21.1.3 all others associated with the Customer, involved in performing services or supplying goods for or on behalf of the Customer or otherwise involved with the Contract so comply.
- 21.2 Without limitation to the above clause, the Customer shall not directly or indirectly:
 - 21.2.1 offer, promise or give a bribe, other improper payment or advantage (financial or otherwise) to another person (including any third party);
 - 21.2.2 request, agree to receive or accept any bribe, other improper payment or advantage (financial or otherwise); or
 - 21.2.3 bribe any foreign public official intending to influence that foreign public official in their capacity as a foreign public official and obtain or retain business or an advantage in the conduct of business (including any trade or profession) where the written law applicable to that foreign public official does not permit or require them to be influenced by the relevant offer, promise, gift or advantage, either in the United Kingdom or elsewhere, in breach of applicable Bribery Laws.
- 21.3 The Customer shall implement, maintain and enforce adequate procedures designed to prevent persons associated with the Customer engaging in conduct which contravenes the Bribery Act 2010.



21.4 The Customer will immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 21.

22 Dispute Resolution

- 22.1 Any dispute arising between the parties out of or in connection with these Conditions shall be dealt with in accordance with the provisions of this clause 22.
- 22.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 22.3 The parties shall use all reasonable endeavours to reach a negotiated resolution prior to issuing formal legal proceedings.
- 22.4 Within five Business Days of service of the notice, representatives of the parties (Representatives) shall meet to discuss the dispute and attempt to resolve it.
- 22.5 Until the parties have completed the steps referred to in clause 22.2 – 22.4 (inclusive), and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may, at any time, seek urgent interim relief from the courts or emergency arbitrator relief.

23 Entire Agreement

- 23.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
- 23.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contractor any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

24 Notices

- 24.1 Any notice or other communication given by a party under these Conditions shall:
- 24.1.1 be in writing and in English;
- 24.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 24.1.3 be sent to the relevant party at the address set out in the Contract.



- 24.2 Notices may be given, and are deemed received:
- 24.2.1 by hand: on receipt of a signature at the time of delivery;
 - 24.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
 - 24.2.3 by Royal Mail International Tracked & Signed or Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and
 - 24.2.4 by email on the time of transmission, unless after 17:00pm when the email will be deemed received at 9:00am on the next Business Day.
- 24.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 24.1 and shall be effective:
- 24.3.1 on the date specified in the notice as being the date of such change; or
 - 24.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.
- 24.4 This clause 24 does not apply to notices given in legal proceedings or arbitration.

25 Announcements

No announcement or other public disclosure concerning the Contract or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of the Supplier, except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.

26 Force Majeure

- 26.1 In these Conditions, Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract. Inability to pay is not Force Majeure.
- 26.2 A party shall not be liable if delayed in or prevented from performing its obligations under the Contract due to Force Majeure, provided that it:
- 26.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 26.2.2 uses reasonable endeavours to minimise the effects of that event.
- 26.3 If, due to Force Majeure, a party:



26.3.1 is or is likely to be unable to perform a material obligation; or

26.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 20 Business Days, either party may terminate the Contract on not less than four weeks' written notice.

27 Further Assurance

Each party shall, at the request of the other and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to the Contract.

28 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, each party.

29 Assignment

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent. The Supplier may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, at any time and without having to obtain the Customer's consent (written or otherwise).

30 Set-Off

Except as expressly set out in these Conditions, each party must pay all sums that it owes to the other party under these Conditions and any Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

31 No Partnership or Agency

Nothing in these Conditions or any Contract constitutes, or shall be deemed to constitute, a partnership between the parties, nor make any party the agent of another party.

32 Severance

32.1 If any provision of these Conditions or any Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions and or Contract shall not be affected.

32.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.



33 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Conditions and or Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under these Conditions and or Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

34 Third Party Rights

34.1 Subject to clause 34.2, no one other than a party to the Contract, their successors and permitted assignees shall have any right to enforce any of its provisions.

34.2 The Affiliates of the Supplier shall have the right to enforce the provisions of these Conditions.

35 Governing Law

These Conditions and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

36 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Conditions, its subject matter or formation (including non-contractual disputes or claims).



Schedule

The Hirer		Details of Hirer's Insurance	
		Name of Company	
		Branch / Broker	
		Policy Excess	
		Cover Note / No.	
		Expiry Date	
		Signature	
Mobile Number		Hirer's 'O' Licence	
Order Number		Licence Number	

Vehicle Details			
Vehicle Type		Vehicle Registration	

Agreed Rental Term			
Rental Start Date		Miles/Kms (Start Date)	
Rental End Date		Miles/Kms (End Date)	

Agreed Mileage			
Mileage Allowance		Excess Mileage	

Jetting Pump Hours			
Jetting Hour Allowance		Hours (Start Date)	
Excess Hours		Hours (End Date)	

Vacuum Pump Hours			
Vac Hours Allowance		Hours (Start Date)	
Excess Hours		Hours (End Date)	

Details of Charges				
Description	Rate	Per	Quantity	Charge

Charges			
Sub-Total		Total Charge	
VAT		Monthly Payment	



Renmak Ltd.

112 Walsall Road, Lichfield
WS13 8AF United Kingdom

Signatures

Title and ownership of any vehicles or piece of equipment supplied under this hire agreement always remains with the Supplier.

The terms and conditions which apply to and govern the contract between the Supplier and the Customer for the purchase of the above equipment are the terms and conditions of sale found at www.renmak.co.uk/terms. Hard copies can be obtained by contacting info@renmak.co.uk. The parties agree that all other terms and conditions are expressly excluded.

The Customer has read and accepts the the Order and the Contract subject to the terms and conditions found at www.renmak.co.uk/terms.

The Supplier (Acumec):

Authorised Signature

Print Name:

Date:

The Customer:

Authorised Signature

Print Name:

Date: