

PHILSPACE GENERAL CONDITIONS OF HIRE

1.0 Definition of Terms

- 1.1 “The Owner” is the Company, firm, or person(s) letting the Equipment on hire and includes its or their successors and authorised representatives (including but not limited to its employees, servants, agents and/or sub-contractors).
- 1.2 “The Hirer” is the company, firm, or person(s), corporation or authority specified in the Hire Contract and includes its or their successors and authorised representatives (including but not limited to its employees, servants, agents and/or sub-contractors).
- 1.3 “Equipment” covers all the classes of modular/volumetric and portable buildings, erectable structures, accessories, and ancillary equipment, which the Owner agreed to hire to the Hirer.
- 1.4 “Hire Contract” means the document or documents incorporating these conditions and the other terms and details forming the hire agreement between the Hirer and the Owner.

2.0 Availability of Units

- 2.1 All Equipment is offered subject to availability at the date of receipt of the Hirer’s official order or written instruction.

3.0 Variation

- 3.1 No variation of the contract or of these conditions shall be effective unless agreed in writing by an authorised officer of the Owner.

4.0 Contents, Licences and Permissions

- 4.1 The Hirer shall obtain all permissions, consents and licence required for the Equipment under any statute, regulation, or bylaw and in due time comply with any conditions imposed in respect thereof. This is both applicable and incidental to the use and operation of the Equipment.
- 4.2 The Owner is not liable to notify or advise the Hirer of the necessary permissions, consents and licences required for usage and operation of the Equipment.

5.0 Delivery of Good Order Suitability

- 5.1 Unless the Owner receives notification to the contrary within 24 hours, all Equipment will be deemed to have been delivered in good working condition and to the Hirer’s satisfaction.
- 5.2 No warranty is given that the Equipment is suitable for the specific purpose required by the Hirer.

6.0 Access Route

- 6.1 The Hirer shall be responsible for providing a safe and suitable access route to and from the site for the Owner’s servants or agents, for purposes of delivery and collection of the Equipment. This includes but is not limited to inspection, maintenance, or replacement of the Equipment. The Hirer shall allow the Owner access at all reasonable times for such purposes.
- 6.2 The Hirer shall be liable for any loss or damage caused to the Equipment, or delay or loss of time, arising from the Hirer’s failure to provide and maintain such access. If site conditions demand it the Owner reserves the right to bring in such other equipment as is necessary to recover the Equipment and charge the cost of the same to the Hirer.
- 6.3 It is the responsibility of the Hirer to ensure the ground conditions are safe and adequate for all support vehicles and to provide the necessary equipment to carry out this operation.

6.4 The Hirer shall be responsible for providing a safe, suitable, level and proper site and/or foundation for the Equipment.

7.0 Loading & Unloading

7.1 The Hirer shall be responsible for the unloading and reloading of the Equipment on site and any driver supplied by the Owner shall be deemed to be under the Hirer's control and the Hirer shall be responsible for any damage caused.

8.0 Mains Services

8.1 It is the Hirer's responsibility, at its own cost, to arrange a qualified tradesman to connect or disconnect mains services to the Equipment.

8.2 The Equipment will be electrically tested prior to delivery by the Owner. It is the Hirer's responsibility to conduct electrical inspections and tests of the Equipment once it is delivered to their site. The Hirer is responsible for complying with all relevant laws, bylaws, regulations, and statutory undertakings applicable to the use and operation of the Equipment including formal visual and operational testing.

9.0 Maintenance, Care and Alterations

9.1 The Hirer shall be responsible for keeping the Equipment clean and maintaining it in good condition, fair wear and tear excepted. The Hirer shall keep the Equipment safe from damage. The Hirer shall not cause the Equipment to be used for any purpose beyond its capacity or in a manner likely to result in undue deterioration. The Hirer shall keep itself acquainted with the condition of the Equipment and shall not keep it in use after it has become defective or damaged. Should breakdown or damage occur to the Equipment, attributable to failure to observe the conditions in this clause or to negligence or misuse on the part of the Hirer, or to wilful or accidental damage (however occurring), the Hirer shall be liable to the Owner.

9.2 The Hirer shall be liable for the cost of cleaning the Equipment. This charge will not be actioned should the Equipment be returned in the condition it was delivered. Any goods left inside the unit will be subject to removal, storage and disposal charges.

9.3 The Owner reserves the right to charge the Hirer all the costs incurred for employing a specialist contractor to remove and/or dispose of any unidentifiable/hazardous waste, returned in the Equipment.

10.0 Breakdowns

10.1 The Hirer shall at all times allow the Owner to have access to the Equipment to inspect, maintain, repair, or replace the same.

10.2 Breakdown or defects in Equipment occurring as a result of ordinary usage or fair wear and tear will, at the Owner's option, either be repaired at the Owner's expense and with the least possible delay or, alternatively, the Owner will replace the Equipment. In the event that Equipment cannot be repaired or replaced, the Owner shall be entitled to terminate the contract.

10.3 The Hirer must notify the Owner of any breakdown, defect, or malfunction within three days of the same becoming apparent. The Hirer shall not attempt to effect repairs themselves without the express authority of the Owner.

11.0 Period of Hire

11.1 Unless otherwise provided for in the Hire Contract, the period of hire commences on the day the Equipment leaves the Owners premises and terminates on the day it is received back there, or on a site nominated by the Owner, both days being included in the period of hire.

11.2 Unless agreed otherwise, all contracts will follow a minimum four-week hire period.

12.0 Termination

- 12.1 Where the hiring is indeterminate and not for a fixed period, or continues after the termination of a fixed period without a new period being fixed, the hiring can be terminated by either party by giving three working days' notice.
- 12.2 Unless otherwise specified in writing on the Hire Contract, the Hirer shall be responsible for rental of the Equipment for the minimum period as specified within the Hire Contract, whether hiring of the Equipment continues or not.
- 12.3 The Owner shall be entitled to terminate the Hire Contract forthwith and repossess the Equipment: (i) in the event of the failure of the Hirer to comply with any of the conditions herein contained, or (ii) if any proceedings are commenced in which the solvency of the Hirer is called into question. Such termination will not affect the Owner's rights to recover from the Hirer any money due under the Hire Contract, or damages for breach of contract.
- 12.4 It is the responsibility of the Hirer to make the Equipment available to the Owner at the end of the termination of the hire period.
- 12.5 If the hire is terminated prematurely, the Owner is entitled to payment in full for the minimum hire period as stated on the Hire Contract.
- 12.6 In the event of any breach of the terms and conditions of the Hire Contract by the Hirer, the Owner shall be entitled, in addition to any other rights or remedies available to it, to repossess without prior notice the Equipment and any contents therein until the breach has been remedied to the Owner's complete satisfaction.
- 12.7 The Hirer hereby irrevocably grants to the Owner the right of access to all or any site for the purpose of removing the Equipment in exercise of the conditions contained in the above paragraph. The Owner shall not be liable for any loss or damage to the Equipment or contents in exercise of the rights under this clause.
- 12.8 Upon removal of the Equipment, the Owner, shall have a contractual lien over all the Hirer's goods, plant, machinery, and other items found within the Equipment, until payment of the unpaid hire charge.
- 12.9 If upon the expiry of 14 days from removal of the Equipment from site the hire charge still remains outstanding, the Owner will have the right to sell the items found in the Equipment as the Hirer's agent and, after deducting the costs of sale therefrom, to set off the net sale proceeds against any hire charges owed by the Hirer to the Owner then outstanding; and finally to forward the Hirer the balance of any sale proceeds.

13.0 Cancellation

- 13.1 In the event that the Hirer wishes to cancel their order, they must do so by providing no less than 48 hours written notice. Failure to provide such notice will result in the Hirer being liable for any costs incurred by the Owner.

14.0 Loss and Damage

- 14.1 During the continuance of the hire period the Hirer shall make good to the Owner all loss or damage to the Equipment whatever the cause (fair wear and tear excepted). The hire period will be deemed to continue until a lost, stolen, or damaged unit is paid for
- 14.2 The Owner accepts no liability or responsibility for any loss or damage due to or arising from the Equipment becoming unusable or uninhabitable through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the Equipment and its contents, or through failure of the Equipment due to inadequate foundations having been provided by the Hirer or its not having been erected in a proper manner.

- 14.3 The Owner shall not in any event be under any liability to the Hirer for any other loss, damage or liability arising out of the Hire Contract and whether or not caused by the Owner's negligence, including but not limited to, loss of profits or other economic loss; and the Hirer shall indemnify and keep indemnified the Owner against any claims made against the Owner by third parties in respect of any damage or liability. Nothing in this clause shall exclude liability for death or personal injury caused by the Owner's negligence.
- 14.4 The Owner reserves all rights to charge the Hirer for all costs the Owner has incurred due to the delay or cancellation of a delivery, installation, dismantle or collection, caused by inclement weather, or any other occurrence outside the direct control of the Owner.
- 14.5 The Hirer shall insure the Owners employees, servants, agents and/or sub-contractors whilst on the Hirer's site against all acts of negligence.
- 14.6 The Owner shall advise the Hirer of any damage found to the Equipment or missing extra chargeable items within three workings days of the return of the Equipment. If the damage or shortage is disputed the Hirer shall have five working days to inspect the damage at the Owner's nominated location.
- 14.7 If any Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice in writing shall be given to the Owner by the Hirer.

15.0 Insurance

- 15.1 The Hirer shall issue and keep the Equipment and its accessories comprehensively insured to the full replacement value thereof during the full period of the hire against all normal risks including injury, loss or damage by water, fire, accident, or any other cause. The Hirer shall ensure that the Owner's interest in the Equipment is noted on the insurance policy.
- 15.2 The Hirer shall indemnify the Owner in respect of any claim made against the Owner and all injury, damages, costs and expenses suffered or incurred by the Owner as a result of any claim by a third party in respect of the state, condition or use the Equipment, or in any way arising out of its hire under the Hire Contract.
- 15.3 It is the responsibility of the Hirer to insure its own property. No liability will be attached to the Owner for any consequential loss (including loss or profit and/or loss of contract) or damage to such property due to any failure in the Equipment. The Hirer acknowledges that the Equipment is not waterproof, or fire rated and, if the Hirer intends to store items in the Equipment which may be damaged by fire or water, the Hirer shall be responsible for insuring such items against any such damage.
- 15.4 It is the Hirer's responsibility to ensure all Equipment and its locations on site comply with current fire safety regulations and legislation.

16.0 Consequential Loss to Third Party and to the Owner

- 16.1 No liability will attach to the Owner for any consequential loss (including loss or profit and/or loss) or damage due to any: (i) failure of the Equipment, (ii) non-arrival or late delivery of the Equipment, (iii) negligence, or (iv) breach of contract whatsoever, caused by the Owner.
- 16.2 The Owner shall not be liable for any loss or damage, however arising or attributable to any advice, statement or representation given by the Owner to the Hirer in relation to Equipment or operation of the Equipment, whether regarding specification, performance capability or suitability for any purpose..
- 16.3 The Owner shall not be liable for any accidents, injury or damage, however arising, due to Equipment being moved by the Hirer, whether prior written permission from the Owner has been sought or not.

17.0 Rental and Payment Terms

- 17.1 The hire charges payable under the Hire Contract shall be paid by the Hirer punctually to the Owner during the continuance of the hire period (as defined in Clause 11.1), and no allowance or deduction shall be permitted

from such hire charges in respect of any period where for whatever reason the Equipment shall not be used by the Hirer.

- 17.2 The Owner reserves the right to amend hire rates by giving one calendar months' notice in writing to the Hirer at any time after the minimum hire period stated in the Hire Contract has expired.
- 17.3 If any or all payments under the Hire Contract are not made when due, the Owner will be entitled to charge interest on the amount that is overdue at a rate per annum compound of four percent (4%) above the base rate of the Bank of England from time to time, calculated on a daily basis .
- 17.4 Payment terms are strictly within 30 days of invoice (unless otherwise stated or agreed).

18.0 Transport

- 18.1 The Hirer shall pay the cost of the transport of the Equipment between the Owner's depot and the Hirer's site and return to the named depot or any other site nominated by the Owner. Return transport costs will be charged at the transport rate ruling at the time of collection.
- 18.2 The Hirer must notify the Owner of potential hazards, restrictions, and obstructions prior to delivery of the Equipment. In the event that hazards, restrictions, or obstructions are not identified by the Hirer and the Owner is unable to deliver the Equipment as a result, the Hirer will be liable for all costs incurred by the Owner.
- 18.3 The Owner accepts no liability for any costs incurred by the Hirer due to delay or cancellation of a delivery or collection due to inclement weather, and reserves the right to charge the Hirer for any costs incurred through such delay or cancellation.

19.0 Sub-Let and Change of Site

- 19.1 Except as provided for in clause 18.2 the Hirer shall not re-hire, sell, part with possession of, or otherwise deal with the Equipment or its contents, and shall protect the same against distress, execution or seizure. the Hirer shall indemnify the Owner against all losses, damages, cost, charges and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of government requisition.
- 19.2 The Hirer shall not assign his rights hereunder, nor sub-let or lend the Equipment or any part thereof to a third party without the prior written consent of the Owner.
- 19.3 The Hirer shall not move the Equipment from the site to which it is delivered or consigned unless prior written consent is obtained from the Owner.

20.0 Identification Marks

- 20.1 The Owner retains the right to affix a mark or plate on the Equipment, identifying it as the Owner's property. the Hirer shall not remove, deface, or cover up the same.

21.0 Reserved Rights

- 21.1 If the Owner does not enforce any or all of these conditions it shall not amount to, or be interpreted as, a waiver of any of the Owner's rights.
- 21.2 If any term or condition is illegal or unenforceable, in whole or in part, the provision of part shall, to the extent necessary, be deemed not to form part of these conditions and shall not affect the validity and enforceability of the remainder of these conditions.

22.0 Headings

- 22.1 The headings shown are for reference only and they do not in any way alter or affect the interpretation of these conditions.

23.0 Alternate Dispute Resolution

- 23.1** If any dispute arises in connection with these conditions or the Hire Contract, the Owner and Hirer shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between them, the mediator shall be nominated by CEDR. To initiate the mediation, the Hirer or Owner, as the case may be, shall give notice in writing to the other side to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 23.2 The commencement of a mediation shall not prevent the Owner and Hirer commencing or continuing court proceedings or arbitration.

24. Governing Law and Jurisdiction

- 24.1 These conditions and the Hire Contract are governed by English law and the courts of England have exclusive jurisdiction over any disputes arising.