

IPAF TERMS & CONDITIONS FOR HIRE

Your attention is particularly drawn to the limitations and exclusions of liability set out in Section J below.

A. Definitions.

1. In this contract the following words and phrases shall mean:

We/Us/Our	<i>Pirnmill Ltd – Unit 6– Bowburn South Industrial Estate– Durham- DH6 5AD</i>
You/ Your	The individual, business firm, company, partnership, authority, or an organisation hiring the Equipment from Us .
The Parties	You and Us/We.
Contract	Means an Order accepted by Us in accordance with B.2 and these terms and conditions together comprising the agreement between You & Us .
Day	8 consecutive hours.
Equipment	Any MEWP, plant, machinery including attachments & accessories that is to be hired by Us to You in the Contract
Hire Details	details of the Equipment to be hired under the Contract, the Hire Period and the rate & period unit for such hire agreed at the start of the Contract
Hire Period	The period for which the Equipment is hired by You from Us as set out in the Contract.
Hour	Any 60 consecutive minutes in which operator is supplied with the Equipment. Contract will state the minimum hire hours.
IPAF	INTERNATIONAL POWERED ACCESS FEDERATION
Load	The act of stowing & securing equipment for transportation & shall also include the act of unloading.
MEWP(S)	Mobile elevating work platform(s), any individual powered access machine regardless of maker, age or type including accessories and attachments.
Month	4 Working Weeks.
Order	An order placed by You to Us , including the Hire Details, in the order form format notified to You from time to time by Us ;
Regulatory Requirements	Means (a) any regulation or statute, by law, ordinance or subordinate legislation which is in force for the time being to which You are subject; (b) the common law as applicable to You for the time being;(c) any binding court order, judgment or decree applicable to You for the time being; and (d) any applicable industry code, policy, guidance, standard or accreditation terms enforceable by law which is in force for the time being, and/or stipulated by any regulatory authority to which You are subject.
Site	Means the site specified in clause E1 or such other location as the Parties shall agree in writing.
Starting Date	Shall have the meaning set out in clause B2 below.
Week	7 consecutive calendar days.
Weekend	From normal finishing time on Friday until normal starting time on the following Monday.
Working Week	From normal starting time on Monday until normal finishing time on the following Friday not exceeding 40 hours.

2. Unless the context requires a different interpretation, the following rules should be used to interpret this Agreement: (i) any reference to a provision of a statute includes references to that provision as amended, extended or applied by any other provision regardless of whether the other provision became law before or after the Starting Date; (ii) words used in the singular should be interpreted to include the plural and vice versa; (iii) a reference to a person includes individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa; (iv) the word "party" means a party to this Agreement that are **You or Us**, the word "parties" means both **You and Us**, or in each case our respective permitted successors and assignees. The phrase "third party" means a person other than **You or Us**; (v) the word "including" means "including but not only"; (vi) a reference to a "Clause" is to the relevant clause of these terms and conditions; and (vii) the headings in this Agreement do not affect the meaning of the Clauses.

B. Details of Contract.

1. The Equipment is hired to **You** on and subject to the terms of this Contract.
2. The Contract starts and is formed from the time **You** place an Order with **Us** and We have accepted that Order by any of (i) counter-signature thereof, or (ii) other formal written notification/confirmation of acceptance of Order by **Us**, or (iii) delivery of the Equipment to **You** whichever is the sooner (the "**Starting Date**").
4. Unless otherwise agreed in writing by **Us**, the Contract continues for the term set out in the Contract (the "**Hire Period**") unless terminated earlier in accordance with **Clause K** below.
5. These terms and conditions apply to all quotations and offers, acknowledgements, confirmations and Orders between **Us** in relation to equipment. To the extent that these terms and conditions conflict with or are different from any terms and conditions contained in any Order, any terms that **You** may put forward at any time, or other document these terms and conditions will control and take precedence and any additional or inconsistent terms (except the Hire Details) are rejected by and are not agreed by both parties unless the other party's acceptance thereof is in writing in accordance with Clause B6 below and specifically refers to each such additional or conflicting term. In general, **Our** employees that **You** will be dealing with on a day to day basis do not have authority to negotiate terms.
6. This Contract sets forth the entire agreement between the parties and may be changed or modified only by written agreement signed by both parties. For the avoidance of doubt this Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Agreement.

C. Our charges for hiring equipment.

1. The hire charges will begin at the Starting Date and such hire charge will end when the Equipment is returned to **Us** and an official returns notice has been issued by **Us** to **You**. **You** agree to pay such hire charges in accordance with these terms.
2. **We** will charge according to the rate & period unit agreed at the start of the Contract. If **We** have agreed to charge **You** at the Working Week rate **You Must not Use** the Equipment on any **Saturday or Sunday**.
3. The rate charged for a Working Week is a **minimum charge** that will be levied even if **You** finish with the Equipment early. Once one full period has been charged, fractions of the period will be applied if any subsequent period is not a complete unit at the following [ratios of the appropriate rate] for each additional day: [Monthly at 1/20th, Weekly at 1/7th & Working Week at 1/5th].
4. We will charge for **all English & Welsh, Scottish, Irish public & construction industry holidays** as though they were normal working days **unless We**, at our absolute and sole discretion, have agreed in writing to waive charges for all or part of such holidays. Where **We** have agreed to suspend charges but the equipment remains with **You** "on hire" then the provisions of these Terms and Conditions will continue in full force save for those relating to the payment of hire charges.

5. We will make full allowance for hire charges for time lost as a result of breakdown of the Equipment caused by fair wear & tear or by the unauthorised absence of **Our** operator.
6. When the Equipment has broken down or is unavailable for work due to any action or lack of action **You** may have taken:
 - a. We will charge 2/3rds of the hire rate; together with
 - b. Any reasonable costs or charges that **We** reasonably incur in repairing the Equipment.
7. In the event of seizure or detention by any receiver, administrative receiver, sheriff, liquidator or statutory body or the equivalent in any jurisdiction **We** will continue to charge **You** the full hire charge until **We** are able to recover **Our** Equipment.

8. If **You** cannot return or restore the Equipment to **Us** for any reason (including but not limited to circumstances where the Equipment cannot be removed from a construction site and is retained within the construction) **We** will continue to charge the hire rate until **You** have [fully compensated **Us** / paid **Us** a compensation charge] for the loss or have provided **Us** with suitable replacement equipment & **We** have agreed to accept this. For avoidance of doubt "fully compensated" means reimbursement of full replacement cost of the Equipment at the date of loss/replacement.
9. The reduced hire rate in clauses C6 above will only come into effect after **You** have notified **Us**.
10. **We** will not make any allowance in the charges levied under clauses C6 and C7 above due to delays or disputes caused by actions of any insurer or other third party acting on **Your** behalf.
11. We will invoice **You** monthly in arrears for the hire charges and any other charges arising under the Contract in Pounds Sterling unless **You** have requested and **We** have agreed in writing to accept payment in any other currency. [In the event that we agree to accept payment in another currency all amounts will be converted to, Pounds Sterling **Using** the applicable currency exchange rates of **Barclays** Bank plc in force on the date of the invoice.
12. Payment by **You**, in accordance with the invoice total, including VAT at the rate applicable in the Republic of United Kingdom charged at the standard rate applicable at the date of the invoice, without deduction of bank charges, will be due and payable in accordance with **Our** terms of payment stated on the front of the Contract.
13. All payments to be made by **You** under the Contract shall be paid to **Us** without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.
14. If **You** fail to pay any hire charges or any other sums payable under this Contract by the due date for payment under this Contract then, without limiting the **Our** rights under clause K5c, **You** shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment. The interest shall be paid at the rate of 5 per cent per annum above the base rate from time to time of Barclays Bank PLC.

D. Equipment supplied with an operator.

1. When **We** supply an operator with the Equipment **We** will charge an hourly rate based on a five day, forty hour, normal working week and a timesheet basis of charging.
2. All hours worked, including travelling to and from **Your** place of work, as notified to **Us** at or before the Starting Date, which fall outside of normal start & finishing times between Monday & Friday & all hours worked at weekends or during public holidays will be subject to additional charges to cover the operator's overtime. These charges will be at **Our** current labour rates which **We** will notify to **You**.
3. Unless **We** agree otherwise the minimum period of hire charged for any operated Equipment will be 8 Hours.
4. The signature provided by **You** (or by anyone on **Your** behalf) on Our time sheet will indicate **Your** agreement that the Hours shown will form the basis for Our charges.
5. The operator will be under **Your** control & direction throughout the Hire Period. **You** warrant that **You** will provide a healthy & safe working environment for the operator, in accordance with any rules, regulations, enactments, or the requirements of any statutory body, relating to security and health and safety and provide him/her with proper & reasonable instructions & supervision.
6. **You** shall indemnify **Us** against any losses, claims, demands, awards, proceedings, damages, charges, costs and expenses that the operator might suffer or incur as a result of **Your** breach of these terms and conditions.

E. Delivery & collection.

1. If **We** deliver, collect or transfer hired Equipment, which has been hired by **You**, **You Must** pay **Us** Our transport charges, as notified to **You**. Delivery will be at the site specified in the Contract ("**Site**") **You** shall ensure that **Your** duly authorised representative shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that **You** have examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.
2. If **You** wish to change the Site **You** agree to pay **Us** any additional charges **We** might incur.
3. **You** are responsible for ensuring that a clear, firm & accessible area is available for Loading. If **We** incur extra costs or expense due to any of **Your** acts or failures to act in this respect **You** agree to pay **Our** reasonable charges in compensation of such costs and expenses.
4. When authority is needed from landowners or other third parties to enter any area which has restricted access **You Must** obtain such consent and arrange for staff to attend to comply with rules or traffic restrictions which are in force at the time.
5. **You** are responsible for Loading & **Must** provide competent supervision at all times.
6. Any road or bridge tolls or congestion or road **Use** charges that **We** incur during transport of the Equipment to or from **Our** site will be charged to **You**.
7. Any person supplied by **Us**, including vehicle drivers, to assist **You** to Load equipment will be considered to be under **Your** control. **You Must** not instruct anyone to do anything that is in breach of any rules, regulations, enactments, or the requirements of any statutory body, relating to security and health and safety, or which would be unsafe.
8. **You Must** not move the Equipment to any other location without **Our** written consent obtained prior to the proposed change of location.

F. Safety.

1. **You Must** ensure that all Equipment operators are competent & have been adequately trained on the type of Equipment hired under the Contract and that **Use** of the Equipment by **You** (and **Your** agents and contractors) is carried out in a safe and competent manner. Competent supervision and assistance (e.g., Banksmen) **Must** be employed where necessary.
2. We will supply Equipment to **You** that is fit for purpose when used in accordance with the maker's design parameters & instructions, which are available for **Your** review on request. We will maintain evidence of service, inspection & statutory tests. **You Must** ensure that the Equipment is checked before each period of **Use** in accordance with such instructions. **You Must** ensure that any damage or defect is reported to **Us** as soon as is reasonably possible. **You** agree that **You** will not **Use** the equipment until **You** have carried out thorough examination of the Equipment and **You** are satisfied that the Equipment will be safe and without risk to health when **Used** by **You** (and **Your** agents and contractors) **If any part of the Equipment becomes defective or inoperable for any reason You Must not allow it to be Used again until We have examined it & advised You that it is safe to resume Use. You Must allow Our staff access to the Equipment to inspect, test, repair or replace it as necessary.**
3. **You Must** not permit the Equipment to be used in any situation where it is unsafe to **Use** it or where it may become contaminated with dangerous substances. **You Must** advise **Us** immediately if **You** suspect that the Equipment has become contaminated with any substance that is classified as hazardous under any rules, regulations and enactments relating to health and safety.
4. **You Must** pay for cleaning any Equipment that is returned in an unreasonably dirty condition. **You** will pay for all special decontamination measures necessary to remove hazardous substances and to certify the Equipment as safe.
5. If Equipment requiring attention under clause F4 is unavailable for work for more than 24 hours after the off hire date We will continue to charge **You** the hire rate until such time as cleaning or decontamination is complete & where necessary has been certified safe.
6. **You** agree to accept all responsibility for the storage and competent **Use** of the Equipment in a safe and responsible manner in accordance with the maker's design parameters & instructions. Nevertheless, once the Contract has begun, if, in the reasonable judgement of Our staff, We consider that any **Use** or action that **You** are undertaking or intend to undertake with the Equipment is likely to place any person in danger of injury **We reserve the right to end the Contract with IMMEDIATE EFFECT by serving You with a verbal notice of termination.** This will be confirmed in writing giving Our reasons within 24 hours. Such notice will count as the "off hire" date and time.
7. If **We** issue a notice under clause F6 **You** agree to **immediately** cease using the Equipment & to make it **immediately** available for collection by Our representative.

G. Your responsibility, including reporting of accidents.

1. The Equipment shall at all time remain Our property and title shall remain with **Us** and **You** shall have no right, title or interest in or to the Equipment (save the right to possession and **Use** of the Equipment subject to the terms and conditions of this Contract).
2. **You** will maintain & not remove or obscure any property or safety notices which are placed on the Equipment. **You** will immediately notify **Us** of any loss or damage concerning such notices.
3. Risk for the Equipment shall pass to **You** and **You** become responsible for the Equipment (including insurance in accordance with Section L) when **You** or **Your** representative receive it, either when **You** collect from our premises or We deliver to **Your** site. This responsibility continues in full force throughout the whole period of the Contract including any time that the provisions of clause C7 are in effect.
4. **You** will be responsible for conducting any risk assessment, method statement or safety check necessary on site before using the Equipment & **You** will comply with all risk assessments already in force at the site of operation in so far as they affect the operation of the Equipment.

5. Unless **You** have asked **Us** & We have agreed to conduct a survey & **You** have agreed to Our recommendations in writing, the selection of the Equipment & its use is based upon **Your** skill & judgement & **You** shall be fully responsible for the same.
6. **You Must;**
 - a Operate all Equipment in accordance with the maker's design parameters & instructions and all applicable rules, regulations and enactments;
 - b Check regularly that the Equipment remains in good order & fit for purpose & ensure that the operator follows all operating procedures laid down in the instructions We provide and those of the maker;
 - c Keep the Equipment secure at all times ensuring that it is protected from theft, damage & improper use;
 - d Obtain consent & comply with any rules concerning the use of the Equipment on, over or adjacent to property belonging to, or licensed or leased by, anyone else;
 - e Inform **Us** immediately if the Equipment is involved in any accident that results in injury to any person and further inform **Us** at the earliest possible opportunity if the Equipment is involved in any other accident whatever the circumstances. Any verbal notification **Must** be confirmed by **You** in writing to **Us**;
 - f Be aware that changes in ground conditions & the weather will affect the safe working of all MEWPS. **You Must** not allow any MEWP to be used in unsafe conditions;
 - g Allow the operator sufficient time at the start of every period of use to make all of the checks necessary on a MEWP that are laid down in the maker's instructions We provide and those of the maker;
 - h Not allow (except as required by clause G6) anyone to tamper with or remove any part of the Equipment, including decals, without Our express written consent;
 - i Not without Our prior written consent, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment **Must** be capable of being removed without material injury to such land or building and **You** shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the **Us** against all losses, costs or expenses incurred as a result of such affixation or removal;
 - j Not do or permit to be done any act or thing which will or may jeopardise **Our** right, title and/or interest in the Equipment and, where the Equipment has become affixed to any land or building, **You Must** take all necessary steps to ensure that We may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing granted in **Our** favour of any rights such person may have or acquire in the Equipment and a right for **Us** (or our agents) to enter onto such land or building to remove the Equipment, and **You** shall pay the costs of **Our** (and/or our agents) so doing;
 - k Not, without **Our** prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow or permit (or cause by any act or omission) any charge, security, lien or other interest or right whatsoever to be created wholly or partly over/on the Equipment;
 - l Ensure that the Equipment is supplied with the correct fuel or electricity supply as appropriate; and
 - m At the end of the hire pay **Us** the cost of repairs that are necessary due to damage or neglect.
 - n **[For Southern Ireland], You Must** comply with the Safety, Health and Welfare at Work (Construction) Regulations 1995 including keeping a safety file (where appropriate).

H. Breakdown procedure.

1. If the Equipment breaks down or stops working **You Must** report this to **Us** at the earliest possible opportunity.
2. Except under H3 & H4 below, **You Must** not allow anyone to attempt to repair the Equipment unless We have agreed to this in writing.
3. **You** are responsible for all punctures & damage to tyres that occur on the Equipment throughout the life of the Contract. **You** may arrange for a professional tyre repairer to repair punctures or replace tyres on **Your** behalf. **You** agree to inform **Us** that this work has been carried out and provide **Us** with a copy of the tyre repairer's worksheet. **You** warrant that all replacement tyres or tubes fitted by anyone acting to **Your** instruction are of equivalent or better specification to those originally fitted.
4. **You** may change electrical plugs or couplers for approved alternative types, provided this work is carried out by an appropriately qualified and competent person. **You Must** restore Our original plugs at the end of the hire or We will charge **You** to do this.
5. We will repair or change the Equipment at Our discretion if it breaks down or stops working. If breakdown has been caused by damage, neglect or misuse on **Your** part, **You** will pay for all repairs & transport costs involved.
6. **You** agree to allow Our staff adequate access to any location where **You** are **Using** the Equipment for the purposes of repair, inspection, calibration or collection of the Equipment. If access is denied due to any action or omission on **Your** part We will charge **You** for any additional costs that We incur.

I. Safe Use.

1. Unless We have notified **You** in writing that the Equipment hired under the Contract is certified to be **Used** as a lifting appliance **You Must not Use** it as such.
2. The safe working load (SWL) that may be carried in the cage of a MEWP is marked on the Equipment. **You Must not allow it to be exceeded.**

J. Limits of Our Liability to You.

1. All times for transport or other attendance advised by **Us** are approximate.
2. **We** are not liable for delays that are caused by circumstances beyond **Our** reasonable control.
3. **We** will not be liable to **You** for any special, incidental, indirect, punitive or consequential loss or damages, whether occasioned by the negligence, fault, error, omission, act or breach of **Us**, **Our** employees, contractors and agents, including, without limitation, loss of contracts, loss of business, loss of customers, revenue or profits, loss of Use or data, loss of savings or anticipated savings, loss of investments, loss of goodwill or reputation, capital costs or loss of extra administrative cost whether or not foreseeable, as a result of any part of the Equipment breaking down or failing to work, defects or latent defects or arising from any one event or a series of connected events arising out of or in connection with this Contract howsoever that liability arises, including without limitation, any circumstances arising as a result of **Us** ending the Contract under the provisions of clause F6, or breach of contract, tort, misrepresentation or arising from statute, indemnity or otherwise.
4. Nothing in this agreement limits or excludes **Our** liability:
 - (i) for death or personal injury resulting from negligence; or
 - (ii) for any damage or liability incurred by **You** as a result of fraud or fraudulent misrepresentation by **Us**, our respective subsidiaries and suppliers, nor any person for whom We are responsible.
 - (iii) for any liability which cannot be so limited or excluded by law.
5. This Contract sets forth the full extent of **Our** obligations and liabilities in respect of the Equipment and our hiring of the Equipment to **You**. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on **Us** except as specifically stated in this Contract or as cannot be excluded by law. Any condition, warranty or other term or

liability concerning the Equipment (including liability for defects and/or latent defects) which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded, except insofar as it is not legally possible to exclude it, and the parties agree that it is fair and reasonable to do so. We recommend that if **You** require warranties and/or remedies in respect of the Equipment that **You** obtain these directly from the original manufacturer of such Equipment.

6. Subject to J4 and J5 above, We will not be responsible for any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) of any kind or nature caused directly or indirectly by the Equipment or its **Use**.
7. Notwithstanding any other provision of the Contract, except Clause J4 above to which this Clause is subject, should We be found liable for any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) suffered or incurred by **You** or any third party for or in respect of all breaches of Our contractual obligations under the Contract and all representations, statements and tortious acts or omissions arising under or in connection with the Contract, the Equipment or its **Use**, Our aggregate liability shall in no event exceed the value of the hire charges for the contracted hire period in which such loss or damage occurred.
8. **You** shall indemnify **Us** in full and hold **Us** harmless in respect of any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) incurred by or taken against **Us** as a result of the negligence, fault, error, omission, act or breach of **You** or **Your** employees, staff, contractors, agents or representatives and for any breach of the Contract whatsoever.

K. Termination of hire.

1. If a termination date has not been agreed at the start of the Contract **You Must** give **Us** at least **7 days notice** of termination in advance.
2. If the Contract is for a fixed period **You Must** return the Equipment to **Us** or confirm that **You** wish **Us** to collect it before the expiry of the fixed period. The Contract can only be extended or terminated early by written agreement between both parties.
3. Any notice due under K1 – K3 above may be given verbally but **Must** be confirmed in writing within 24 hours. **In the event of a dispute concerning off hire dates ONLY a written notification (sent to in accordance with Clause M7 below) will be acceptable as proof of instruction.**
4. We may terminate the Contract with immediate effect if:
 - a. **You** make a voluntary arrangement or composition with **Your** creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
 - b. an encumbrancer takes possession, or receiver, or administrative receiver is appointed over any of **Your** property or assets; or **You** cease or threaten to cease, to carry on business; or We reasonably believe that any of the events mentioned above are about to occur in relation to **You** or that **You** are unable to pay **Your** debts as they fall due and We notify **You** accordingly.
 - c. **You** suspend, or threaten to suspend, payment of **Your** debts or are unable to pay **Your** debts as they fall due or **You** admit inability to pay **Your** debts or **You** are deemed unable to pay its debts within the meaning of [article 13] [section 123 of the Insolvency Act 1986
 - d. **You** suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of **Your** business;
 - e. in the event any equivalent or similar event as those set out in K4 a to d (inclusive) occurs in any jurisdiction whatsoever;
 - f. **You** fail to pay any charge or sum within 14 days of payment becoming due;
 - g. **You** commit a breach of any other term of the Contract;
 - h. **You** allow to be done any act or thing which in Our reasonable opinion may jeopardise Our rights in the Equipment or any part thereof; or

- i **You** do not advise **Us** in writing of any change of ownership of **Your** organisation [within the meaning of section 840 of the Income and Corporation Taxes Act 1988]
- 5. Upon termination or expiry of this Contract, however caused:
 - a. Our consent to the **Your** possession of the Equipment shall terminate and We may, by Our authorised representatives, without notice and at **Your** expense, retake possession of the Equipment and for the purpose may enter the Site or any premises at which the Equipment is located; and
 - b. Without prejudice to any other of **Your** rights or remedies, **You** shall pay to **Us** on demand all hire charges and other sums due but unpaid at the date of such demand together with any interest accrued under Section C12 above.
- 6. If **You** retain Equipment after expiry date agreed on the Contract or following termination of the Contract or it is unavailable when Our transport calls to collect it **You** will have to pay on demand Our reasonable additional expenses incurred due to **Your** failure to restore the Equipment to **Us**. These expenses may include (but are not limited to) a continuance of the agreed hire charge, the transport charge, storage charges and further costs incurred by **Us** in circumstances where We may have to make payment or compensation to any other party due to the non availability of the Equipment or its attachments due to **Your** actions.
- 7. Upon safe receipt of the Equipment either at **Our** depot or to Our authorised representative We will issue an off hire advice note. **You** agree that **only** this advice will be recognised as evidence of return of the Equipment to **Us**. It is **Your** responsibility to examine the off hire advice to ensure that returns, especially part returns, are correctly listed.
- 8. **You** will be liable for any damage to the Equipment that We may notify to **You** as soon as is reasonably practical after the Equipment is back in Our custody.

L. Insurance.

- 1. The risk of loss, theft, damage or destruction of the Equipment shall pass to **You** on Delivery. The Equipment shall remain at **Your** sole risk during the period of hire and any further term during which the Equipment is in **Your** possession, custody or control (**Risk Period**) until such time as the Equipment is redelivered to **Us**.
- 2. During the Hire Period and the Risk Period, **You** shall, at **Your** own expense, obtain and maintain the following insurances:
 - a. Insurance of the Equipment 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 We may from time to time nominate in writing
 - b. Insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such other amount We 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 Equipment; and
 - c. Insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance **We** may from time to time consider reasonably necessary and advise to **You**.
- 3. **You** agree to forward **Us** a copy of **Your** insurance certificate covering all statutory liabilities at the start of the first hire with **Us** and at each renewal thereafter.
- 4. **You MUST NOT** permit the Equipment to be used "airside" at any aerodrome or heliport without first forwarding to **Us** proof that **You** have in place a special insurance policy to specifically cover such risks & that the owner of the site has accepted **Your** insurance as adequate.
- 5. **You Must** pay the cost of replacing any Equipment that **You** are unable to restore or return to **Us**. **You** agree to insure the Equipment for its replacement cost or to have sufficient liquid assets to pay **Us** compensation for its loss. If **You** receive any money in settlement for all or part of any claim arising out of damage or theft of Our Equipment **You** agree to hold that money in trust for **Us** and pay it to **Us** on demand. **You** agree not to negotiate or compromise any matter without our express written permission.
- 6. All insurance policies procured by **You** shall be endorsed to provide **Us** with at least twenty (20) Working Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Our request name **Us** on the

policies as a loss payee in relation to any claim relating to the Equipment. **You** shall be responsible for paying any deductibles due on any claims under such insurance policies.

7. If **You** fail to effect or maintain any of the insurances required under this Contract, We 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 **You**.

M. Miscellaneous

1. Each party executes this Contract as an independent contractor in the course of their business and not as a consumer and nothing herein contained shall be construed to form a joint venture, partnership or similar form of association except as specifically provided for therein.
2. If either party fails to perform its obligations in terms of this Contract, no waiver or breach of those obligations shall constitute a waiver of any further or continuing breach of the same or a different kind nor shall any delay or omission of either party to exercise any of its rights arising from any default affect or prejudice either party's rights as to the same or any future default.
3. This Contract and any rights or obligations arising there from may only be assigned in accordance with the following:
 - a. WE may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - b. **YOU** may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of **Us**
4. **You** shall:
 - a. comply with all Regulatory Requirements applicable to **You** in connection with, entering into, performing **Your** obligations under, **Your** use of the Equipment, and all acts and omissions in connection with this Contract, including the Bribery Act 2010; and
 - b. have and maintain in place throughout the term of this Contract and enforce where appropriate **Your** own policies and procedures to comply with Clause M.4.a above, including adequate procedures under the Bribery Act 2010
For the purposes of this Clause M4, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).
5. Termination or expiry of this Contract for any reason shall not affect any rights or liabilities that have accrued prior to such termination or expiry or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination or expiry.
6. No term of this Agreement shall be enforceable by a third party.
7. If any provision of the Contract is held by any court or other competent authority to be illegal, invalid, void or unenforceable in whole or part, the Contract shall continue to be valid as to the other provisions thereof and the remainder of the affected provision shall be unaffected.
8. Any verbal notification **MUST** be confirmed in writing within 24 hours. In the event of any dispute only written notification will be accepted as proof of notification. Written notices to **Us**, may be given by hand delivery or by first class or pre-paid registered post to Our address printed on the front of the Contract or by facsimile to Our fax number printed on the front of the Contract and shall be deemed delivered on the next business day after being sent to or left at **Our** address. Instructions given to **Us** by email will not be deemed

received unless **You** obtain an electronic delivery confirmation or a written reply from **Us** in relation to such email communication.

9. [The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, Scots law, and the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Scotland.]

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IPAF/EW/04

IPAF confirms that these terms and condition meet with the recommendations and guidance notes set out by the European Rental Association in its Rental Checklist and Frame work for General Rental Conditions.