

Credit Application Form

ADMIN USE ONLY

A/C Ref

Insurance Cover £

Insurance Expires (month)

Area Sales Manager:

**All Sections must be completed before emailing this form over to your local depot.*

Amount of Credit Required per Month: £	Credit Terms Required:		
Section 1 - Company Details			
Business Type: Sole Trader/Partnership/Ltd/Plc/Charity			
Full Company Name: Nature of Business: Company Registration No.: <small>(if applicable):</small> Invoice Address:	Registered Address: <small>(if different to invoice address)</small>		
Sole Trader / Partnership Only Proprietors / Partner Details			
Name:	DOB:	Name:	DOB:
Name:	DOB:	Name:	DOB:
Section 2 - Contact Details Accounts Payable Contact		Health & Safety Contact	
Name:		Name:	
Telephone No.:		Telephone No.:	
Mobile No.:		Mobile No.:	
Email Address:		Email Address:	
Invoices / Statements to be emailed YES NO			
Section 3 - Bank Details			
Bank Name:		Account Name:	
Account No.:		Sort Code:	
Section 4 - Trade References		Section 5 Safeguard Protection - Please select required scheme 20% Safeguard Protection - Covers theft and vandalism YES NO <small>*Please see terms and conditions for exclusions</small> If you do not require Safeguard Protection please include a copy of your Hired In Plant insurance (minimum cover £50000) with your completed account application form <small>*Please note 20% will automatically be added if none of the above selected</small>	
Name:		Name:	
Address:		Address:	
Telephone No.:		Telephone No.:	
Signed:	Print Name:	Position:	Date:



Summit Platforms

Terms & Conditions of Hire

1. Definitions

Contract – the document or documents that set out these conditions and all other details about your agreement with us.
We, us, the owner – SUMMIT PLATFORMS
You – the person, firm, company or other organisation hiring the equipment from us. These conditions override any terms and conditions you may have put forward unless we have agreed any other conditions in writing.
Day – 8 hours unless otherwise agreed between us.
Weekend – the period between normal finishing time on Friday and normal starting time on Monday.
Working week – the period between normal starting time on Monday until normal finishing time on Friday.
Week – 5 consecutive days.
Equipment – the machinery, plant and any attachments supplied by us which we agree to hire. The contract will be governed by English law.

2. Our Charges

a. Charges for Hiring Equipment

The hire charges will apply for charging periods of a day, a working week, a full week, a weekend, as shown on the contract. If we have agreed to charge at a working week rate you must not use the equipment on Saturday or Sunday. If we have agreed to charge at a full week rate the charge will include Saturday and Sunday working. The minimum charge is for the full period at the rate quoted. Subsequent time will be charged at the same rate on a pro rata basis but subject to each part of a day being treated as a full day. We will charge for all public holidays at the rate in the contract, unless we have agreed in writing with you to waive charges for all or part of a public holiday period.

We will charge for all construction industry holiday periods at the rate in the contract unless we have agreed in writing with you to waive charges for all or part of a construction industry holiday period.

Any agreement to waive any hire charges while you retain possession of the equipment does not waive any other charges or any of our rights contained in this contract.

You must pay the hire charges shown in the contract.

Hire charges will start at the time shown in the contract and will continue until:

We have given you a collection or off-hire number; or you have returned the equipment to us in a clean and usable condition and we are in a position to give you a receipt for it, whichever is earlier.
You must pay all charges owing when we ask for them.

b. Charges for Hiring Equipment with an Operator

When the equipment is hired with an operator supplied by us, the hire charges will be at an hourly rate and subject to any minimum charge agreed between us. A minimum charge of eight hours will apply. Any hours worked in excess of eight hours during the working week and all hours worked at weekends or public holidays will be subject to additional charges to cover operator overtime. These charges will be at our current labour rates which we will notify to you. The signature of you and your agent on the time-sheet will signify that you agree to accept the hours shown as the basis for charging.

3. Terms of Payment

All accounts are strictly net and include VAT where appropriate, and where the Hirer has an approved account, confirmation of which has been given in writing by the Supplier, payment will be due 30 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the period of hire. The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged as payment is not of the essence. An authorised credit account will be granted at the Supplier's discretion where a level of credit approval has been granted by the Supplier and the Hirer has agreed the Supplier's Terms of Business. The continuation of credit facilities will be reviewed periodically. Where a Hirer does not have an approved credit account, before the period of hire begins, the Hirer shall pay the minimum hire charge and a deposit of a value specified from time to time to be calculated in accordance with the Suppliers list price ruling, which will be held as security until the return in good order of the equipment hired and the payment of all sums due.

Debt recovery costs and legal fees

Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations Act 2002. If for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred by instructing our agents GLWOOD Ltd trading as Glenwood Construction Debt Recovery. Our administrative costs may also include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Delivery and Collection Charges

You must pay us any agreed charges for delivering or collecting the equipment. If we quote carriage charges these only cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time including if we try to follow your instructions for delivering or collecting the equipment but cannot do so because of your acts or failure to do something. Where authorisation is required to enter across pedestrian areas, service roads or similar property to carry our delivery or collection, you are responsible for obtaining consent and arranging attendance of staff according to any rules or bylaws in force at the time. Delay caused by you failing to do this will result in us charging you with waiting time. Lorry and van mounted equipment will incur transport charges at the agreed hire rate from the time it leaves our depot until the time it returns.

5. Maximum Hire Period

(if you are not a company or corporation)

If you are not a company or corporation, the contract will end within 3 months of the beginning of the period of hire. If you have not already done so, you must return the equipment to us on the day before the end of the 3 month period. If you fail to do this we may charge you for any financial loss we suffer as a result.

6. When the Contract Starts

The contract comes into effect when you have placed an order and agreed to keep to these conditions and we have accepted your order.

7. Safety Instructions for Hired Equipment

a. You must make sure that every one who uses the equipment is properly instructed on how to use it safely and correctly and that they have all the instructions supplied by us. You must make sure the equipment is not misused

b. You are responsible for providing a competent operator who has been trained and certified on the type of equipment hired on this contract. Whenever appropriate we will effect a formal handover of the equipment which will be verified by a familiarisation certificate. This will discharge our obligation to you to pass on essential information concerning the equipment.

The familiarisation certificate is not a substitute for proper operator training and you must not rely on it as such.

8. Your Responsibility when Hiring Equipment

a. You must unload and load the equipment at the address specified by you. You must also load and unload the equipment at our premises when you or your agent collect or return the equipment. If we supply any persons including operators to assist you, they will be considered to be under your control. You must provide competent supervision and clear instructions at all times. You must not instruct any operator to undertake action that is in breach of regulations or safe practice.

b. You become responsible for the equipment when you or your agent receive it. If it is delivered to you this will be when your responsibility starts. Your responsibilities include protecting the equipment from damage and keeping it safe from the weather, theft, vandalism or improper use. At the end of the hire period you must return the equipment unless you have made arrangements for us to collect it.

Your responsibility does not end until the equipment has been returned or collected and we have given you a receipt for it.

You must not sell or in any way give up control of the equipment.

c. You will be responsible for any death, injury or damage caused by the equipment being misused when it is hired to you.

d. You are responsible for obtaining consents and complying with all regulations concerning operation of the equipment on, over or adjacent to property belonging to others including public property.

You are responsible for providing any insurance and/or indemnity which is required by public or statutory bodies when using the equipment on their property.

You will ensure that any regulations regarding barriers, warning signs or lights that are needed to protect the equipment from becoming a hazard to others are complied with.

e. You are responsible for undertaking any risk assessment or safety audit necessary before using the equipment.

Where a risk assessment is already in force at the site of operation you will comply with it whenever it concerns the safe operation of the equipment.

You will have regard to the fact that changes in ground conditions, the weather and wind speed can have adverse effect on the safe working of all access equipment. You must not allow anyone to use the equipment in unsafe circumstances.

9. Electrical Equipment

If any part of the equipment is electrical it should be used with the original plugs or sockets fitted to it. If you need to fit other suitable plugs or sockets to the equipment this must be carried out by a competent person who must also return the equipment to its original condition. You must make sure you have a suitable supply of electricity for the equipment. Never use electrical equipment that is not earthed correctly unless the equipment is double insulated. You must keep to all the applicable regulations including the Electricity at Work Regulations 1989 while you are responsible for the equipment.

10. Maintaining Hired Equipment, Breakdown Procedures and Reporting Accidents

You must make sure the equipment remains safe, clean and in working order. If the equipment breaks down or is not working properly you must report this to us immediately.

You must not repair the equipment unless you are authorised by us. You must return the equipment for us to examine it, unless we have agreed otherwise. You must tell us immediately if the equipment is involved in any accident resulting in damage to the equipment or to other property or injury to any person. You must take all necessary steps to make the equipment safe and to secure it against theft or damage.

Mobile elevating work platforms must not be used as a crane unless we have specifically agreed in writing that such use is permitted and that certification is available for the equipment.

11. Where the Equipment is Placed

The equipment must not be moved from any site agreed by us unless you have our written permission.

12. Limits of our Liability

a. All the times we quote for delivering or collecting the equipment are approximate.

b. We will not be liable for any delays caused by circumstances beyond our reasonable control.

c. If the equipment breaks down or stops working properly, we will try to replace it or repair the fault as soon as reasonably possible after you have reported it to us.

d. We will not be liable for any indirect loss or loss of business or profits, savings you expected to make, wages, fees or expenses caused by the equipment or any part of it breaking down or stopping working properly.

13. Insurance and your Responsibility for Hired Equipment that is Lost, Stolen or Damaged

You must pay to us the cost of replacing any equipment which is lost or stolen or damaged beyond economic repair. You will insure the equipment for the replacement cost. If you receive any money, as settlement of any claim relating to the damage to or loss or theft of the equipment, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate or compromise any claim without permission. **SafeGuard:** Unless an in date copy of hired in plant insurance is supplied by you, our **SafeGuard** cover will be applied at a rate of 20% of the total weekly hire rate of each machine. This charge is to cover vandalism or theft of a machine only, provided the equipment is stored securely at all times - accidental damage' is not covered by **SafeGuard**. All accidental damage to any hired equipment is chargeable. **SafeGuard Excess: £2000** for any one claim in the event of vandalism. **£5000** for any one claim in the event of theft.

14. Damaged or Unclean Hired Equipment

a. You are responsible for looking after the equipment and returning it to us in good working order.

b. You must pay us our reasonable costs of repairing or cleaning the equipment if you return it damaged or unclean.

c. If the hirer returns damaged equipment to the owner, the hirer will be notified of such damage. If requested by the hirer, the equipment will be held in quarantine for inspection for five working days. After this time, if damage is found to be chargeable to the hirer, we reserve the right to charge, at list price, the lost revenue for this period and time taken to repair the equipment.

15. Ending the Contract

We may end the contract if:

– You break this contract; or

- You become bankrupt or

– As a company, you start to be wound up or a receiver or administrator is appointed over all or part of your assets; or–

- You enter into any agreement with your creditors or become the subject of a voluntary agreement.

If in these circumstances we end the contract, it will end immediately and we may repossess any or all of the equipment. The ending of the contract will not affect our right to recover any money you owe us under this contract or damages we claim as a result of you breaking this contract.

16. Our Rights of Entry

We may enter any land or premises where we reasonably believe the equipment is. We can have the right of entry if we need to inspect, test, repair, service, replace or repossess the equipment.

17. Separate Items

If any item in this contract cannot be enforced, this will not affect the remaining terms.

18. In signing this agreement, you consent to any relevant searches on your principal Directors/Partners being made through a licensed credit reference agency.

19. It is our intention that no third party should benefit from this agreement.

Terms & Conditions of Hire

1. Definitions

1.1 The following definitions apply in this contract:

- a)** Acceptance Document – Completed returned document provided by the hirer detailing information relating to the site location and contact information.
- b)** Breakdown – any defect, breakdown, component failure causing underperformance or outage of power supply from equipment provided.
- c)** Charges – any associated charges to hire, fuel, service or transport incurred during the hire period.
- d)** Delivery: means the transfer of physical possession of the Plant to the Customer at the agreed contractual Delivery Location or at any nominated Summit Power depot, the words Deliver and Delivered shall be construed accordingly.
- e)** Delivery Location: the intended location of Delivery set out in the Quotation or such other location as the parties may agree in writing.
- f)** Force majeure event – has the meaning provided in clause 17.
- g)** Fuel Charges - means the charges payable by the Hirer for the supply of fuel in accordance with Clause 3 and set out in the Quotation.
- h)** Hire Period - means the period of hire of the Plant commencing from the time when the Plant leaves Summit Powers nominated depot and ends at the time that the Plant is redelivered to or collected by Summit Power.
- i)** Hirer - means the party taking the Plant on hire and named as such in the Contract and shall include its successors, assignees or personal representatives.
- j)** Holiday Period: covers any cessation period of work over Easter, Christmas & New Year, as well as any other bank or public holidays in England.
- k)** Material – all materials, equipment, documents and other property of Summit Power (excluding the Plant).
- l)** Minimum Hire Period - means 2 Weeks, or such other period specified in the Quotation.
- m)** Normal Working Hours - means 08:00 to 17:00 on each Working Day.
- n)** Offer – has the meaning provided in clause @basis of contract'.
- o)** Off Hire – the period beginning at the time and date the parties agree the plant is no-longer in use by the customer and is ready for collection by Summit Power
- p)** Order Acknowledgment - means any order acknowledgment issued by Summit Power from time to time.
- q)** Out of Hours – means period between normal finishing time on a working day until normal starting time the following working day, this is inclusive of weekends.
- r)** Plant - means all temporary power and temperature control plant, machinery, and equipment of whatever nature, including accessories, spare parts and ancillary items (including any substitutions or replacements thereof), hired by the Hirer from Summit Power.
- s)** Quotation - means Summit Power's form of quotation, including the notes thereto, as updated from time to time and accepted by the Hirer.
- t)** Services - means the services relating to the Plant to be performed by Summit Power, including where applicable, installation, commissioning, operation/watch keeping, maintenance, decommissioning and deinstallation and as set out in the Quotation, or otherwise agreed in writing between the parties.
- u)** Services Charges - means the charges payable by the Hirer for the supply of the Services in accordance with Clause 3 and set out in the Quotation.
- v)** Site - means the site where the Plant will be used under the Contract.
- w)** Summit Power – Summit Power is a trading name of Summit Platforms Limited company, Company Reg. No. 08957126 with its registered office at The Dunn, Mawson Avenue, Littlewick Green, Maidenhead, SL6 3DX.
- x)** Transport Charges - means the charges payable by the Hirer for the transport of the Plant in accordance with Clause 3 and set out in the Quotation.
- y)** Week - means a period of seven (7) consecutive calendar days.
- z)** Working Day - means a day other than a Saturday, Sunday, or public holiday.

2. Basis of Contract

- 2.1** The Quotation shall not constitute an offer and is only valid for a period of 14 days from its date of issue.
- 2.2** The Offer shall only be deemed to be accepted when Summit Power receives the signed acceptance document along with a

purchase order in relation with the quotation provided, Summit Power where possible will issue an Order Acknowledgement at which point, and on which date the Contract shall come into existence (Commencement Date).

2.3 No variation of the Contract shall be effective unless specifically agreed in writing by an authorised signatory of Summit Power and of the Hirer.

2.4 Should the hirer cancel the order post providing a completed order acceptance and purchase order the following costs shall be applicable:

- a)** Less than 14 days until delivery - 20% of minimum hire period
- b)** Less than 48hrs until delivery - 30% of minimum hire period

2.5 In the event of any inconsistency between any of the documents forming part of the Contract, the Quotation shall prevail against all other such documents.

2.6 Any samples, drawings, descriptive matter or advertising issued by Summit Power and any descriptions of the Plant or illustrations or descriptions of the Services contained in Summit Power's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Plant described in them. They shall not form part of the Contract or have any contractual force.

2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Charges & Payment

3.1 In consideration of provision of the Plant and Services, the Customer shall pay the Charges.

3.2 The Hire Charges apply for the duration of the Hire Period.

3.3 The Hire Charges are fixed for the Minimum Hire Period. If the Hire Period is, as a result of off-hire of the Plant by the Hirer, shorter than the Minimum Hire Period, the Hirer shall remain liable to pay to Summit Power, the Hire Charges in respect of the remainder of the Minimum Hire Period in addition to any outstanding amounts due under the Contract up to the date of off-hire (including the Services Charges, Fuel Charges and/or the Transport Charges (as applicable)).

3.4 The Hire Charges shall accrue per week or part thereof (for example, if the Customer hires the Plant for 1 week and 1 day, the Customer shall be charged 1 week of Hire Charges with the 1 day of week 2 charged pro rata).

3.5 The Quotation shall specify whether the Plant is being hired for an unlimited or a specified number of running hours. Unless the Plant is hired based on unlimited running hours, after the end of each week during the Hire Period, SUMMIT POWER will collect an accurate statement of the number of hours the Plant has worked each week. If the Customer exceeds any specified number of hours, the Customer may be charged at an additional price as specified in such Quotation.

3.6 Where Summit Power is providing fuel or fuel management services, Summit Power reserves the right to vary the Fuel Charges specified in the Quotation on a weekly basis with reference to movements in the applicable fuel index (or any similar measure of market fluctuations).

3.7 SUMMIT POWER reserves the right to increase the price of the Plant, by giving notice to the Customer, to reflect any increase in the cost of the Plant to SUMMIT POWER that is due to any:

- (a)** request by the Customer to change the Delivery date(s), quantities or types of Plant or Services ordered; or
- (b)** delay caused by any instructions of the Customer in respect of the Plant or Services or failure of the Customer to give SUMMIT POWER adequate or accurate information or instructions in respect of the Delivery of the Plant or supply of Services.

3.8 The Customer shall remain within the set credit limit during the Hire Period as specified in the Order Acknowledgement.

3.9 SUMMIT POWER reserves the right to charge the Customer for the overdue payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

3.10 Unless otherwise specified in the Order Acknowledgement, in respect of Plant and Services, SUMMIT POWER shall invoice the Customer for the accrued Charges in arrears at the end of each calendar month or, if the Hire Period expires before the end of a calendar month, at the end of such Hire Period.

3.11 Unless otherwise specified in the Order Acknowledgement, the Customer shall pay each invoice submitted by SUMMIT POWER:

- (a)** within 30 days of the date of the invoice and/or remain within the set credit limit as detailed in clause 12.4; and
- (b)** in full and in cleared funds to a bank account nominated in writing by SUMMIT POWER, and time for payment shall be of the essence of the Contract.

3.12 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by SUMMIT POWER to the Customer, the Customer shall, on receipt of a valid VAT invoice from SUMMIT POWER, pay to SUMMIT POWER such additional amounts in respect of VAT as are chargeable on the supply of the Services or Plant at the same time as payment is due for the supply of the Services or Plant.

3.13 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Debt recovery costs and legal fees

Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations Act 2002. If for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred by instructing our agents GLWOOD Ltd trading as Glenwood Construction Debt Recovery. Our administrative costs may also include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.'

4. Hire of Equipment

4.1 SUMMIT POWER shall hire the Plant to the Customer for the Hire Period.

4.2 SUMMIT POWER reserves the right to amend any Plant specification:

- (a)** if required by any applicable statutory or regulatory requirement, and SUMMIT POWER shall notify the Customer in any such event; and
- (b)** for operational reasons provided that any such change does not materially and adversely affect the use by the Customer of the Plant in accordance with this Contract.

4.3 The minimum Hire Period shall be specified in the Quotation or, 1 week, whichever is greater.

5. Site Conditions

5.1 The Hirer is solely responsible for ground conditions at the Delivery Place and the Site. The Hirer shall at its own cost provide a suitable area for the lay down, installation and operation of the Plant and shall ensure that the Delivery Place and the Site is levelled, graded, compacted and free from debris, structures and obstructions. If the ground at the Delivery Place and the Site is soft or unsuitable for the Plant to work on or travel over, the Hirer shall at its own cost supply and lay an aggregate / hardcore base with gravel finish, or a concrete pad, in accordance with Summit Power's specifications in a suitable position.

5.2 The Hirer at its own cost shall carry out any other civil engineering and related works required at the Site for the Delivery, installation and operation of the Plant in accordance with Summit Power's specifications, including (where applicable) the installation of cable trenching and drainage.

5.3 Notwithstanding any other provision of the Contract, the Hirer shall be solely responsible for the cost of recovering any Plant from soft ground and shall, where required to do so by Summit Power, plan for such recovery.

5.4 The Hirer is responsible for the security of the Plant during the Risk Period and shall take all appropriate measures to secure the Plant at the Delivery Place and the Site.

5.5 The Hirer shall allow Summit Power and its duly authorised representatives access (including vehicle access) to the Site and the Plant at all reasonable times for the purpose of inspection, maintenance, servicing, adjustment, repair, replacement or repossession. The Hirer shall be responsible for providing safe and proper access both for such purposes and for delivery and collection of the Plant. If access is denied or delayed, any obligation of Summit Power to deliver the Plant on a specified date or within a specified period; or provide an Summit Power engineer on Site and/or remedy any Breakdown, in each case within a specified period, shall be modified by extending the relevant period by such time as Summit Power considers is reasonably necessary to take account of such denial of or delay in access.

6. Delivery & Collection, Loading & Unloading

6.1 SUMMIT POWER shall Deliver the Plant to the Delivery Location. Any dates and times quoted for Delivery of the Plant are approximate only, and the time of Delivery is not of the essence. SUMMIT POWER shall not be liable for any delay in Delivery of the Plant that is caused by a Force Majeure Event or the Customer's failure to provide SUMMIT POWER with adequate Delivery instructions or any other instructions that are relevant to the supply of the Plant.



Terms & Conditions of Hire

6.2 The Customer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant (and for any repairs required pursuant to clause 7, 8, 9) at the Delivery Location.

6.3 Unless SUMMIT POWER has agreed in the Quotation to supply craneage, if a crane or other lifting equipment is required for the safe and proper delivery of any Plant, the Customer will be responsible for the provision and cost of the same and all associated costs.

6.4 The Customer is deemed to have knowledge of the Delivery Location or the property or land where the Plant is to be Delivered and the Customer warrants that the condition of the Delivery Location is suitable for the use of such Plant.

6.5 The Customer shall inform SUMMIT POWER in writing in advance of any restrictions (including height restrictions) with respect to the Delivery Location and/or access to the Delivery Location that could be considered likely to affect Delivery.

6.6 If the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, be transported over, be assembled or dismantled on without support, the Customer shall supply and lay suitable support in suitable positions for the Plant to work on, be transported over and be assembled and dismantled on, including for the purpose of Delivery and collection. Any support material supplied by SUMMIT POWER is provided solely to assist the Customer under their duties within this clause 6.6 and expressly not to relieve it of its legal, regulatory or contractual obligations to ensure adequate stability of the Plant.

6.7 The Customer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the Delivery Location and the Customer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

6.8 The risk of loss, theft, damage or destruction of the Plant shall pass to the Customer on Delivery. At and from Delivery (including, for the avoidance of doubt, any Stand Down Periods and Holiday Periods) until SUMMIT POWER takes possession of the Plant, the Customer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and SUMMIT POWER's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted). Notwithstanding the foregoing (and subject always to clause 9.1), should SUMMIT POWER fail to collect the Plant at the agreed date of collection due to a reason that cannot be attributed to the Customer, the customer shall not be liable for any Hire Charges from the date of Off-hire.

6.9 The Customer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from SUMMIT POWER to the Delivery Location and the Delivery Location to SUMMIT POWER under its own power with a driver supplied by SUMMIT POWER, SUMMIT POWER and not the Customer shall be responsible as aforesaid.

7. Installations, Commissioning & Operations

7.1 Unless the Quotation specifies that the installation, commissioning, operation/watch keeping, de-commissioning and/or de-installation of the Plant (as applicable) are to be performed by, or be the responsibility of, Summit Power (or it is otherwise agreed in writing that any such obligations are to be performed by an Summit Power engineer) the Hirer shall:

- a)** carry out the safe and proper installation, commissioning, operation/watch keeping, de-commissioning and de-installation of the Plant in accordance with all applicable laws and regulations.
- b)** carry out the termination at any connection point between the Plant and the Hirer's network/system in accordance with all applicable laws and regulations.
- c)** ensure the use and operation of the Plant in conformity with its specification, Summit Power's operating instructions and all applicable laws and regulations.
- d)** Ensure that the Plant is not used or operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Plant (except normal wear and tear).
- e)** in the event of a leak spill or dispersal, immediately implement control measures to prevent, limit or reduce the impact.

f) keep itself acquainted with the condition of the Plant and shall not use or operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation and if the Hirer or any employee, contractor or agent of the Hirer does operate the Plant in such condition then the Hirer shall be solely responsible for any damage, loss or accidents resulting therefrom; and

g) carry out a visual inspection of the Plant (including all connection points) and leak identification checks daily and ensure that consumable levels (including fuel, oil and lubricant, coolant, refrigerant and chilled water treatment chemicals (as applicable)) in the Plant are checked in accordance with Summit Power's instructions and that these are kept at the level required for the proper operation of the Plant.

7.2 To the extent that the Quotation specifies (or Summit Power and the Hirer otherwise agree in writing) that the installation, commissioning, operation/watch keeping, de-commissioning and/or de-installation of the Plant (as applicable) are to be performed by, or be the responsibility of, Summit Power, Summit Power shall carry out the same in accordance with Summit Power's standard practice and all applicable laws and regulations.

7.3 When a driver or operator or any person is supplied by SUMMIT POWER with the Plant (including for unloading or loading of the Plant), such person shall be competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Customer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Customer (without prejudice to any of the provisions of clause 12) and the Customer shall be solely responsible for all claims arising in connection with the operation of the Plant by the said persons. Such drivers, operators, or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by SUMMIT POWER unless previously agreed in writing between the parties.

7.4 The Customer shall not allow any other person apart from representatives of SUMMIT POWER or the Customer to operate the Plant without SUMMIT POWER's prior written consent.

7.5 The Plant shall not be moved from the Delivery Location to which it was Delivered or consigned without the prior written permission of SUMMIT POWER

8. Maintenance

8.1 The routine maintenance and servicing schedule for the Plant is determined by the running hours of the Plant since the time of last service.

8.2 Summit Power shall, provide maintenance and servicing of the Plant during the Hire Period in accordance with Summit Power's standard practice and the maintenance and servicing schedule for the Plant. The Hirer shall make the Plant available to Summit Power for the purpose of carrying out routine maintenance and servicing within one (1) Week of Summit Power advising the Hirer of such maintenance and servicing being due, or sooner, as needed, for maintenance that may be more immediate in nature (including, without limitation, where maintenance is required in order to address a health and safety requirement or signals received from the Plant's remote monitoring system indicate the need for preventive maintenance). Summit Power shall use reasonable endeavours to minimise downtime of the Plant during routine maintenance and servicing. The Hire Charges shall continue to accrue during any period of downtime of any part of the Plant to carry out routine maintenance and servicing. During Normal Working Hours Summit Power will make no charge to the Hirer for any routine maintenance and servicing but if the Hirer can only make the Plant available for this purpose outside Normal Working Hours, then Summit Power reserves the right to charge the Hirer for overtime costs in accordance with the rates set out in the Quotation.

8.3 If the Hirer (a) fails to give Summit Power access to the Plant in accordance with Clause 8.2 (or as otherwise notified to the Hirer)

- (a)** Summit Power shall not be responsible for any Breakdown which is attributable to such denial of or delay in access and/or failure to maintain or service the Plant and shall not be liable for any performance guarantees, service credits, liquidated damages or claims that may arise as a result of any associated downtime, underperformance or unavailability of the Plant;
- (b)** the Hirer shall compensate Summit Power for additional wear, tear, and damage to the Plant by paying the full cost of both the next service and any consequent repairs which are attributable to such denial of or delay in access and/or failure to maintain or service the Plant; and
- (c)** the Hirer shall be responsible for any accident, loss or damage caused by or attributable to such denial of or delay in access and/or failure to maintain or service the Plant.

9. Breakdowns

9.1 Any Breakdown must be notified immediately to Summit Power and for this purpose no notification shall be effective unless and until Summit Power receives it. The Hirer shall not attempt to remedy any Breakdown, effect any repairs himself, or engage any third party to carry out any repairs except with the express written authority of Summit Power.

9.2 Subject to Clauses 6, 7, 8, Breakdowns resulting from; proper ordinary usage; fair wear and tear; or the development of an inherent fault shall, at Summit Power's option, either (a) be repaired by Summit Power at Summit Power's expense and with the least reasonably practicable delay; or alternatively (b) if Summit Power considers (acting reasonably) that repair would not be practicable or cost effective, Summit Power shall replace the relevant Plant (or part thereof) at its own expense and with the least reasonably practicable delay, and the Hirer shall not be charged for the hire of the item of Plant that has suffered a Breakdown from the date of its notification of the Breakdown to Summit Power until such item of Plant has been repaired or replaced (as applicable).

9.3 Without prejudice to Clause 8, any Breakdown not falling within Clause 9.2 may, at Summit Power's option and where possible, either (a) be repaired by Summit Power at the Hirer's expense; or alternatively (b) if Summit Power considers (acting reasonably) that repair would not be practicable or cost effective, Summit Power may replace the relevant Plant (or part thereof) at the Hirer's expense, in each case without prejudice to the obligation of the Hirer to pay any Charges due to Summit Power under the Contract while the Plant is idle owing to any such Breakdown and until repair or replacement (as applicable) is completed.

10. Collection

10.1 If the Plant is not made available for collection by the Customer as agreed between the parties, without prejudice to any other rights and remedies of SUMMIT POWER:

- a)** such Plant shall be deemed to remain on hire by the Customer and the Hire Charges shall apply for any such period;
- b)** during this period, the Customer shall be responsible for the safekeeping of the Plant, and for all reasonable costs and expenses incurred by SUMMIT POWER in seeking to collect such Plant and for not being able to hire the Plant to any third party; and
- c)** the Customer shall notify SUMMIT POWER of a new collection date and time, and this process shall be repeated in the event of more than one failure by the Customer to facilitate collection, until collection of the Plant.

10.2 Prior to the completion of the Hire Period, the Customer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowlers. The Customer shall be liable for any costs, liabilities and expenses incurred by SUMMIT POWER should the Customer fail to comply with this clause 10.2.

11. Service Provision

11.1 SUMMIT POWER shall supply the Services to the Customer using reasonable care and skill.

11.2 Where the Customer has ordered:

- a)** Transport services: Delivery and collection shall be made assuming clear and easy access with up to 30 minutes waiting time. Any Additional time on site will incur a demurrage charge of £100.00 per hour or part thereof.
- b)** Installation services: Subject to a site survey, SUMMIT POWER shall supply a team to site to position temporary cable or other equipment (as required). Once positioned the final connections shall be made by SUMMIT POWER, the Customer or a contractor employed on behalf of the Customer (as agreed) between the Plant and the Customer's equipment.
- c)** De-installation services: Subject to a site survey, SUMMIT POWER shall supply a team to return to site to remove the equipment.
- d)** Fuel Services: Due to the daily fluctuations in fuel prices the Quotation will only specify the Fuel Charges as at the date of the Quotation and such Fuel Charges may increase or decrease because of fluctuations in fuel prices during the Hire Period.
- e)** Design services: Where SUMMIT POWER undertakes design services (for example, mapping a power supply to a location), the Customer shall be responsible for informing SUMMIT POWER of any relevant information about such location that may affect the design to be provided by SUMMIT POWER and the Customer accepts and acknowledges that SUMMIT POWER cannot be held responsible for any issue not ascertainable by reasonable examination of a location; and/or
- f)** Watchkeeping services: The Customer accepts and acknowledges that the provision of SUMMIT POWER personnel at the Delivery Location is solely to deal expeditiously with any problems with the Plant that may arise from time to time, but SUMMIT POWER cannot guarantee that such problems will not arise.

Terms & Conditions of Hire

11.3 SUMMIT POWER shall use its reasonable endeavours to meet any performance dates for the Services specified in the Quotation or as otherwise agreed by the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

11.4 SUMMIT POWER reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and SUMMIT POWER shall notify the Customer in any such event.

12. Hirers Responsibility

12.1 For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left at Delivery Location during a Holiday Period or Stand Down Period) the Customer shall make good to SUMMIT POWER all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clauses 6.8(b), shall also fully and completely indemnify SUMMIT POWER and any personnel supplied by SUMMIT POWER in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period (subject to clause 6.8 (b)), and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, Hire Charges shall be continued until the settlement has been agreed. Payment of the settlement must be made within 7 days of the date of such agreement. Notwithstanding the foregoing, the Customer shall not be responsible for damage, loss or injury:

- a) prior to Delivery.
- b) during the assembly and/or dismantling of any Plant where such Plant requires to be completely assembled/dismantled at the Delivery Location, provided always that such assembly/dismantling is under the exclusive control of SUMMIT POWER or its agent, or
- 12.2 The Customer shall indemnify SUMMIT POWER against any charges or fines that SUMMIT POWER may become liable for as a result of the operation of the Plant during the Hire Period.

13. Accidents

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

14. Insurance

14.1 The hirer must pay to us the cost of replacing any equipment which is lost or stolen or damaged beyond economic repair. You will insure the equipment for the replacement cost. If you receive any money, as settlement of any claim relating to the damage to or loss or theft of the equipment, you must hold that money separately in trust for us and pay it to us when we ask you to. You must not negotiate or compromise any claim without permission.

- a) SafeGuard: Unless an in-date copy of hired in plant insurance is supplied by you, our SafeGuard cover will be applied at a rate of 20% of the total weekly hire rate of each machine. This charge is to cover vandalism or theft of a machine only, provided the equipment is always stored securely - accidental damage' is not covered by SafeGuard. All accidental damage to any hired equipment is chargeable.
- b) SafeGuard Coverage is applicable to hire plant equipment only, low voltage cable provided to connect the power source to the hirer's network is omitted from any insurance coverage, as such should loss or damage be experienced this is not covered by any insurance coverage and the hirer will be due to compensate Summit Power for full replacement cost of the low voltage cable.
- c) SafeGuard Excess: £2000 for any one claim in the event of vandalism. £5000 for any one claim in the event of theft.

15. Limit of Liability

15.1 Nothing in these Conditions shall limit or exclude SUMMIT POWER' liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
- b) fraud or fraudulent misrepresentation.
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

15.2 Subject to clause 15.1, SUMMIT POWER shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) loss of profits.
- b) loss of sales or business.
- c) loss of agreements or contracts.
- d) loss of anticipated savings.
- e) loss of use or corruption of software, data or information.
- f) loss of or damage to goodwill; or
- g) any indirect or consequential loss.

15.3 Subject to clause 15.1, SUMMIT POWER' total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising in aggregate under or in connection with the Contract, shall not exceed the greater of (a) the total Charges payable in respect of the minimum hire period and (b) the total hire charges and service charges received from the hirer by Summit Power.

15.4 The limits and exclusions in this clause 15 reflect the insurance cover SUMMIT POWER has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

15.5 The terms implied by sections 13 to 15 of the Sale of Equipment Act 1979 and the terms implied by sections 3 to 5 of the Supply of Equipment and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.6 This clause 15 shall survive termination of the Contract.

16. Termination

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

- a) fails to pay any amount due under the Contract on the due date for payment.
- b) commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so.
- c) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- e) financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.2 Without affecting any other right or remedy available to it, SUMMIT POWER may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer does or causes to be done or permit or suffer any act or thing whereby SUMMIT POWER's rights in the Plant may be prejudiced or put into jeopardy.

16.3 Without affecting any other right or remedy available to it, SUMMIT POWER may suspend the supply of Services or all further deliveries of Plant under the Contract or any other contract between the Customer and SUMMIT POWER if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer does not remain within the set credit limit as detailed in clause 3.8 or the Customer becomes subject to any of the events listed in clause 16.1(c) to 16.1(e), or SUMMIT POWER reasonably believes that the Customer is about to become subject to any of them.

17. Force Majeure

SUMMIT POWER shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

18. General

18.1 Assignment and other dealings

- a) SUMMIT POWER may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with

any of its rights and obligations under the Contract.

c) Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party by the Customer without the prior written consent of SUMMIT POWER. The Customer shall not mortgage, charge, pledge, part with possession of or otherwise deal with the Plant and shall protect the same against distress, execution or seizure and shall indemnify SUMMIT POWER against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this clause 18.1(c).

18.2 Notices.

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by email to the email address specified in the Quotation.
- b) Any notice or other communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Working Day after posting or at the time recorded by the delivery service; or (iii) if sent by email, at 9.00am on the next Working Day after transmission.

c) This clause 18 does not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18.3 shall not affect the validity and enforceability of the rest of the Contract.

18.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 Entire agreement.

a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

c) Nothing in this clause 18.6 shall limit or exclude any liability for fraud.

18.7 Third parties' rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

18.9 Governing law and authority.

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

b) each party irrevocably agrees that the courts of England and Wales shall have exclusive authority to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.