

1. INTERPRETATION

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

“Associated Company” means any group company or company that is a subsidiary company of a party from time to time and ‘subsidiary’ shall have the meaning set out in Section 1159 of the Companies Act 2006;

“Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“Charges” means our current hire charges from time to time including any charges for the Services during the Hire Period or supply of Services (as set out in the Order);

“Contract” means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment and/or the provision of the Services;

“Deposit” means any advance payment required by us in relation to cash hires for the Equipment which is to be held as security by us;

“Equipment” means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“Hire Period” means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) you returning the Equipment to our possession; or (ii) us repossessing or collecting the Equipment;

“Liability” means liability for any and all damages, claims, proceedings,

actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

“Order” means the purchase order containing the details of the Contract;

“Quotation” means a quotation provided by us for the purchase of Goods and/or the hire of Equipment;

“Services” means the services and/or work (if any) to be performed by us for you as set out in the Order or whether in conjunction with the hire of Equipment (including any delivery and/or collection service for the Equipment) or otherwise;

“Site” the location as set out in the Order or such other location as the parties may agree in writing;

“we/us/our” means Universal Tanker Solutions Limited (company number 04641757) including its employees, servants, agents and/or duly authorised representatives;

“You” means the person, firm, company or other organisation hiring the Equipment.

2. BASIS OF CONTRACT

2.1 These terms and conditions apply to all Contracts to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for illustrative purposes only. They shall not form part of the Contract or have any contractual force.

2.3 A Quotation shall not constitute an offer. Unless otherwise specified in the Quotation, a Quotation shall be valid for a period of 20 Business Days from its date of issue.

2.4 An Order constitutes an offer by you to purchase the Services or hire the Equipment in accordance with these terms. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

2.5 The Equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire.

- 2.6 You shall obtain and comply with all permissions, consents and licences required for the Equipment or the provision of Services under any statute, regulation or by-law. instructions or failure by you to give us adequate or accurate information or instructions.
- 2.7 Hires to individuals or partnerships of 3 individuals or less (or other unincorporated body of individuals) shall not be for a period of more than 3 months. In such circumstances, you shall return the Equipment to us on or before the last day of such three month period.
- 2.8 We reserve the right to provide Equipment similar or comparable to that ordered by you.
- 2.9 The service specific terms ("**Specific Terms**") set out in clauses 16 to 21 will apply in addition to these terms where the relevant Service has been requested. If there is any conflict between a clause in these terms and a clause in the Specific Terms, the Specific Terms shall apply.
- 3. PRICE AND PAYMENT**
- 3.1 The Charges for the hire of Equipment and/ or provision of Services shall be set out in the Order, or, if no price is quoted, our retail price for the hire of Equipment and/ or provision of Services in force as at the date of Order.
- 3.2 You shall pay the Charges for Equipment from the date specified in the Order and will continue paying the Charges during the Hire Period until you have returned the Equipment to us. All time during the Hire Period is chargeable and the Charges may be payable on non-Business Days.
- 3.3 Charges for the Equipment and/ or Services, unless agreed otherwise by us, are exclusive of delivery charges.
- 3.4 Where we incur an emission or highways congestion charge in making the delivery or collection of the Equipment or during the provision of Services, you shall reimburse us for such emission or congestion charge.
- 3.5 Charges for the Equipment and/ or Services are liable to change at any time but subject to clause 3.6, changes in the price will not affect an Order that we have accepted.
- 3.6 Notwithstanding clause 3.5, we may, by giving notice to you at any time before delivery, increase the price of the to reflect any increase in the cost of the that is due to:
- 3.6.1 any factor beyond our control (including, increases in carriage, freight and insurance and other transit costs, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 3.6.2 any request by you to change the delivery date(s), quantities or types of Equipment ordered, or the specification; or
- 3.6.3 any delay caused by any of your
- 3.7 Where a Deposit is required for the Equipment it must be paid before you hire the Equipment. You shall pay to us the deposit amount set out in the Order to us on the date set out in the Order. If you fail (without due cause) to make payment of any Charges in accordance with the Order, or causes any loss or damage to the Equipment (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage.
- 3.8 Where the Charges are deducted from your Deposit in accordance with clause 3.6, you shall within ten (10) Business Days of a demand, pay to us any sums deducted from the Deposit. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Hire Period.
- 3.9 Payment of any Charges or any other sums due under this Contract shall be made in full and cleared funds within 30 days of the date of invoice.
- 3.10 All Charges are, unless otherwise stated, exclusive of any applicable VAT.
- 3.11 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
- 3.12 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest on the amount unpaid at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. We may also suspend the provision of the Services to you or any of your Associated Companies.
- 3.13 You shall pay all sums due to us under each Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 4. RISK, TITLE, OWNERSHIP AND INSURANCE**
- 4.1 Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you.
- 4.2 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.
- 4.3 The risk of loss, theft, damage or destruction of the Equipment shall pass to you on delivery and/ or collection. The Equipment shall remain at your sole risk during the Hire Period 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 or collected by us. During the Risk Period, you shall, at your own expense, obtain and maintain the following insurances:
- 4.3.1 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;
 - 4.3.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as 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
 - 4.3.3 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.
- 4.4 All insurance policies procured by you shall be endorsed to provide to us with at least twenty (20) Business 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.
- 4.5 You shall give immediate written notice to us in the event of any loss, accident or damage to the Equipment arising out of or in connection with your possession or use of the Equipment.
- 4.6 If you fail to effect or maintain any of the insurances required under these terms, 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.
- 4.7 You shall supply copies of the relevant insurance policies or other insurance confirmation acceptable to us and proof of premium payment to us to confirm the insurance arrangements.
- 5. DELIVERY, COLLECTION AND SERVICES**
- 5.1 If you hired Equipment then you shall collect the Equipment from us and return it to us at the end of the Hire Period. If we agree to deliver or collect the Equipment to and/or from you, we will charge our standard delivery cost from time to time.
- 5.2 Where we have agreed to deliver the Equipment, we shall use all reasonable endeavours to effect delivery by the date and time set out in the Order. Title and risk shall transfer in accordance with clause 4.
- 5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Without prejudice to the generality of the foregoing, we shall not be liable for any delay in delivery of the Equipment that is caused by Force Majeure or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the or Equipment.
- 5.4 You will allow and/or procure sufficient access to and from the relevant Site and procure sufficient loading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the Site where the Services are to be performed is cleared and prepared before the Services are due to commence. Where access to the Site is restricted, we shall have the right to refuse delivery and/or collection.
- 5.5 You shall pay for any lifting or special apparatus required for the siting of the Equipment.
- 5.6 You shall ensure that the ground conditions on the Site are suitable for the provision of Services. Where we consider (acting reasonably) that they are not suitable, we shall have the right to refuse to provide the Services until the ground conditions are suitable.
- 5.7 If any Services are delayed, postponed and/or cancelled due to your failure to comply with your obligations under the Contract, you will be liable to pay additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to Force Majeure.
- 5.8 To facilitate delivery, you shall at your sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in the Order.
- 5.9 Where we have agreed to deliver the Equipment, we allow 30 minutes on Site for delivery. Where we are on Site for more than one hour, through no fault of our own, we shall charge you for such additional time spent at the delivery rates in force at the time of delivery.
- 5.10 We may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.
- 5.11 Where we have agreed to provide Services, that are scheduled to commence at the time, as set out in the Order. Where we are delayed on Site for more than 30 minutes due to no fault of our own, we shall charge you for such additional time at an hourly rate. Such hourly rate is available on request.
- 6. ADVERSE WEATHER**

- 6.1 You must inform us, by no later than 9am on the day of delivery, collection or provision of Services, if adverse weather (including temperatures below zero degrees Celsius) is affecting or likely to affect the Site on the date of delivery and/ or provision of Services.
- 6.2 If we are unable to deliver the Equipment and/ or perform the Services and you have failed to comply with your obligations at clause 6.1, we shall be entitled to charge the full rate as per the Order.
- 6.3 For hire of Equipment and/ or provision of Services that may be affected by temperatures below zero degrees Celsius, we reserve the right to alter the delivery date and/ or date for the provision of Services, to a day when temperatures are sufficient to allow the Equipment to work or the Services to be supplied. In such circumstances you shall not be entitled to rescind the Contract.
- 7. DELAY AND NON-DELIVERY**
- 7.1 You shall only be entitled to terminate or rescind the Contract where our delay has exceed 14 Business Days from the estimated date for delivery.
- 7.2 We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or collection of the Equipment (even if caused by our negligence).
- 7.3 The quantity of any consignment of Equipment as recorded by us shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
- 7.4 Except for the situation as set out in clause arising in clause 6, you must notify us of non-delivery within 2 days of the date of expected delivery of the Equipment and/ or Services.
- 7.5 Our liability for non-delivery of the Equipment is limited to the cost of replacing the Equipment within a reasonable time or issuing a pro-rated credit note against any invoice raised for such Equipment.
- 8. SERVICES**
- 8.1 We warrant and undertake that the Services will be provided using reasonable skill and care and in line with good industry practice.
- 8.2 In relation to the Services, you shall:
- 8.2.1 ensure that the terms of the Order are complete and accurate;
- 8.2.2 co-operate with us in all matters relating to the Services;
- 8.2.3 provide us, our employees, agents, consultants and subcontractors, with access to your premises, office
- accommodation and other facilities as reasonably required by us;
- 8.2.4 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 8.2.5 prepare your premises and/ or the Site for the supply of the Services;
- 8.2.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- 8.2.7 keep and maintain all materials, equipment, documents and other property belonging to us (“**Our Materials**”) at your premises and/ or the Site in safe custody at its own risk, maintain Our Materials in good condition until returned to the us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation; and
- 8.3 If our performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (“**Your Default**”):
- 8.3.1 we shall without limiting its other rights or remedies have the right to suspend performance of the Services until you remedy Your Default, and to rely on the Your Default to relieve it from the performance of any of its obligations to the extent the Your Default prevents or delays us in our performance of any of its obligations; and
- 8.3.2 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Your Default.
- 9. CARE OF EQUIPMENT**
- 9.1 You shall:
- 9.1.1 not deface or remove any labels from and/ or interfere with the Equipment, their working mechanisms or any other parts of them;
- 9.1.2 ensure that at all times the Equipment remains identifiable as being our property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 9.1.3 take reasonable care of the

- Equipment and keep them properly maintained and use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you and any applicable law or regulations;
- 9.1.4 notify us immediately and in any event within 24 hours after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property;
- 9.1.5 take suitable and proper safety measures to protect the Equipment from theft, damage and/or other risks;
- 9.1.6 notify us of any change of your address and upon our request provide details of the location of the Equipment;
- 9.1.7 permit us at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;
- 9.1.8 keep the Equipment at all times in your possession and control and on the Site at all times and not remove the Equipment from the United Kingdom without our prior written consent;
- 9.1.9 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that we have agreed to provide them as part of any Services;
- 9.1.10 take such steps (including compliance with all safety and usage instructions provided by us) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 9.1.11 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment;
- 9.1.12 not continue to use Equipment where it has been damaged;
- 9.1.13 where the Equipment requires fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.
- 9.2 You must return the Equipment in good working order and condition (fair wear and tear excepted) in a clean condition together with all other documents relating to the Equipment.
- 9.3 It is your responsibility to check the Equipment on each occasion before use. Final determination of the suitability of the Equipment for your specific use is your responsibility and you must assume all risk and liability in this regard.
- 10. BREAKDOWN OF EQUIPMENT**
- 10.1 Allowance will be made in relation to the Charges for any non-use of the Equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear provided that you inform us as soon as practicable of the breakdown.
- 10.2 You shall be responsible for all expenses, loss (including loss of Charges) and/or damage suffered by us arising from any breakdown of the Equipment due to your negligence, misdirection and/or misuse of the Equipment.
- 10.3 You will ensure that all routine maintenance as set out in the instructions for the Equipment is carried out.
- 10.4 If we require access to the Equipment for the purposes of an inspection then you shall grant us such access and/or make the Equipment available to us.
- 10.5 You must not repair or attempt to repair the Equipment without our prior written consent.
- 11. LOSS OR DAMAGE TO THE EQUIPMENT**
- 11.1 If the Equipment is returned in a damaged, unclean and/or defective state (except where due to fair wear and tear and/ or an inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.
- 11.2 You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period.
- 11.3 You will pay to us our costs which we may incur in recovering any lost or stolen Equipment.
- 11.4 You shall pay the Charges for the Equipment up to and including the date you notify us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment (or retrieved any lost or stolen Equipment), you shall pay, as a genuine pre-estimate of lost profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under Section 11.2.
- 11.5 You agree that where you are in breach of

Section 9.1.6 or Section 9.1.8, we shall be entitled to treat the Equipment as lost and the provisions of this Section 11 shall apply.

compound with or come to an arrangement with your creditors or enter into a company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction;

12. TERMINATION BY NOTICE

12.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by agreement.

12.2 If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving 7 days written notice to the other party.

12.3 We cannot always cancel Services pre-ordered for the weekend or outside of normal office hours. In these cases you may still be charged for the Services.

13.1.10 have circumstances in which we reasonably believe that any of the events mentioned in Sections 10.1.7 or 10.1.8 above is about to occur and we notify you of this belief;

13.1.11 appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract;

13. DEFAULT

13.1 If you:

13.1.12 appear reasonably to us to be about to suffer any of the above events;

13.1.1 fail to make any payment to us when due; or

then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 13.2 below.

13.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

13.2 If any of the events set out in Section 13.1 above occurs in relation to you then:-

13.1.3 persistently breach the terms of the Contract;

13.2.1 we may require you to deliver up any Equipment where title in such Equipment hasn't passed;

13.1.4 provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

13.2.2 we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the Equipment may be and repossess any Equipment where title hasn't passed;

13.1.5 attempt to pledge, charge or create any form of security over any Equipment;

13.2.3 we may withhold the performance of any Services or provision of Equipment under this and/or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);

13.1.6 cease or threaten to cease to carry on business;

13.1.7 you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), become incapable of managing your own affairs or become a patient under any mental health legislation;

13.2.4 we may immediately cancel, terminate and/or suspend without Liability to you the Contract and/or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);

13.1.8 being an individual or partnership, have a bankruptcy petition presented against you or compound with or come to an arrangement with your creditors, enter into an individual voluntary arrangement or suffer any similar action in any jurisdiction;

13.2.5 any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by you (or any of your Associated Companies) to us (or any of our Associated Companies) under this Contract or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) shall immediately become due and payable.

13.1.9 being a company, enter into voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over all or any of your assets, or

- 13.3 Any right of repossession of the Equipment shall not affect our right to recover from you (or any of your Associated Companies) any monies due under the Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Equipment.
- 13.4 Upon termination of the Contract you shall immediately:
- 13.4.1 at your expense, return the Equipment to us or make the Equipment available for us to collect; and
- 13.4.2 pay to us (or any of our Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies).
- 14. LIMITATION OF LIABILITY**
- 14.1 Save as expressly set out in these terms, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 14.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
- 14.3 Any defective Equipment must be returned to us at your expense for inspection before we have any Liability for defective Equipment.
- 14.4 We shall have opportunity to, at our discretion, first remedy or rectify any of its breaches of these terms.
- 14.5 We shall have no Liability resulting from or contributed to by your continued use of defective Equipment after a defect has become apparent or suspected or should reasonably have become apparent to you.
- 14.6 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 14.7 We shall have no Liability to you whether arising in contract, tort (including negligence) or otherwise for any:-
- 14.7.1 loss of revenue;
- 14.7.2 loss of profit;
- 14.7.3 loss of anticipated saving;
- 14.7.4 loss of goodwill
- 14.7.5 loss of reputation;
- 14.7.6 economic and/or other similar losses;
- 14.7.7 special damages, indirect losses and/or consequential losses; and/or
- 14.7.8 business interruption, loss of business, contracts and/or opportunity.
- 14.8 Our total Liability to you under and/or arising in relation to any Contract (whether in contract, tort (including negligence) or otherwise) shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by our insurance then our Liability shall be extended to the extent that such Liability is met by such insurance.
- 14.9 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 15. GENERAL**
- 15.1 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this Section 12.1 shall entitle us to terminate with immediate effect.
- 15.2 Upon termination of the Contract any clauses that are expressly implicitly intended to stay in effect shall do so.
- 15.3 The hiring of each piece of Equipment in the relevant Hire Period or provision of a specific Service, shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment and/ or provision of Services.
- 15.4 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities.
- 15.5 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use or storage of the Equipment.
- 15.6 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 15.7 If any provision of the Contract is held by any

- competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 15.8 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then the time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.
- 15.9 These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties.
- 15.10 All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
- 15.11 We have the right to vary the Contract, by giving you 14 days written notice of such variation. You will then have 7 days in which to cancel the Contract if you do not agree to the new terms.
- 15.12 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with it (whether of a contractual or tortious nature or otherwise).
- 15.13 Each party undertakes that it shall not at any time during the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by the Contract or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.14 You shall not assign, subcontract, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 15.15 We have the right to assign, subcontract, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, without needing your consent.
- 16. SPECIFIC TERMS APPLICABLE TO THE PROVISION OF SERVICES RELATING TO WATER DELIVERY OR REMOVAL**
- 16.1 Our measurements of the volume of water and/or waste water whether delivered to you or removed by us will be definitive.
- 16.2 Where the Services include the provision of water or removal of water waste, we will charge for the provision or removal of a minimum of [1000] gallons, whether or not the actual water or water waste is less than [1000] gallons.
- 16.3 We accept no liability for any environmental issues caused by overflowing tanks.
- 16.4 You warrant and undertake that the waste that is removed as part of the Services is non-hazardous.
- 16.5 We will not remove any waste other than non-hazardous water waste and if we suspect it contains hazardous waste we can refuse to perform the Services without liability. If we remove water waste that, without our knowledge, is hazardous, you shall indemnify us for:
- 16.5.1 all charges associated with the disposal of the hazardous water waste;
- 16.5.2 any penalties incurred by us;
- 16.5.3 all charges relating to the cleaning and/ or decontaminating of our tanks; and
- 16.5.4 any loss of business or additional cost incurred whilst our tanks are being cleaned and/or decontaminated.
- 16.6 In relation to the general delivery of water, water will be drawn from a potable source and may contain varying traces of chlorine. The water is not suitable for drinking. Whilst we take reasonable efforts to ensure the water we deliver is safe, we cannot guarantee that at the point of use it will remain so due to a number of factors outside of our control (e.g. mixing with other water, storage conditions). You are responsible for observing and testing the water prior to use.
- 16.7 Where the Equipment hired by you is a water tank and water is then transferred from a third party tank, we cannot guarantee the water quality and will not be held liable for any cross contamination that may occur.
- 16.8 Where the Equipment hired is a water tank, this must be returned to us empty. Where the tank is not empty, we have the right to charge any costs associated with emptying the tank.
- 17. SPECIFIC TERMS APPLICABLE TO THE HIRE OF VACUUM TANKERS & JET VAC TANKERS AND ASSOCIATED WASTE REMOVAL SERVICES**
- 17.1 Suspected contaminated sewage will be sampled prior to collection by us. You will be responsible for any testing fees which shall be charged in addition to any prices specified in the Order.
- 17.2 We shall be entitled to notify the Environment Agency or Water Authorities about any customers who have not complied with this clause 17.
- 17.3 Once waste is removed from the container on Site and is in the Equipment, if it is sewage waste it remains your property.
- 17.4 The driver of the tanker may refuse to enter the Site where collection of the waste is to be carried out, where he considers that the Site is unsuitable and may cause damage to the tanker or other equipment owned by us.

- 17.5 Where we: tank;
- 17.5.1 cannot carry out a collection of waste due to the unsuitability or inaccessibility of a Site and/or;
- 17.5.2 cannot carry out a collection of waste due to the waste being hazardous; and/or
- 17.5.3 cannot carry out a collection of waste due to the waste not being pumpable
- We will charge you for an abortive site call out which may be up to 100% of Charges.
- 17.6 You must provide:
- 17.6.1 safe access to and egress from the nearest working point; and
- 17.6.2 safe access to working area for the driver/operator; and
- 17.6.3 a safe working area for the driver/operator.
- 17.7 We allow 15 minutes on Site for waste removal from cess pits, septic tanks, and toilet block tanks. Where we are on Site longer than 15 minutes, we will charge you for this additional time in accordance with clause 17.7.
- 17.8 Where you require a vacuum tanker for a longer period than 15 minutes, you must notify us of the period required in the Order. Charges will be in accordance with this clause.
- 17.9 We shall not be liable to you to pay any waiting time charges.
- 17.10 All final empties will be supported by final empty documentation which you must check and sign and agree that we have emptied the waste tanks so far as is possible.
- 17.11 Any call outs to tanks that have signed and completed final empty paperwork in place, will be charged at the full rate.
- 17.12 When you order a final empty, you must ensure that somebody is available at the location of the tank to check and sign the final empty paperwork.
- 17.13 If we arrive on site and there is nobody available on your behalf to sign the final empty paperwork, we may sign the final empty paperwork on your behalf.
- 17.14 FINAL EMPTY PROCEDURE: you must complete the following for our driver to fully complete a final empty:
- 17.14.1 disconnect the tank;
- 17.14.2 tilt the tank;
- 17.14.3 provide clear and free access to every access point on the waste
- 17.14.4 lock the cabin and ensure it is not used thereafter; and
- 17.14.5 check the tank before signing the driver's paperwork.
- 17.15 If the tank is not tilted and disconnected when the final empty takes place there may still be waste left in the tank. It is not always physically possible to remove all the waste unless all of the above are adhered to. We will not accept any charges for aborted haulage and return visits will be chargeable.
- 18. SPECIFIC TERMS RELATING TO SERVICES FOR THE REMOVAL OF HAZARDOUS WASTE**
- 18.1 For the purpose of this clause 18 "Freight Conditions" means the Freight Transport Association Model Conditions of Carriage by Road in the United Kingdom 2018.
- 18.2 The Services will be provided via a third party subcontractor, you shall comply with the Freight Conditions insofar as they relate to the your obligations and the consignor (as the same are defined in the Freight Conditions) and shall indemnify us from and against all losses, liabilities, costs, claims, expenses, proceedings and damages suffered or incurred by us and arising directly or indirectly from any breach by you of such obligations.
- 18.3 All quotations and all order acknowledgements issued by us are conditional upon you obtaining the consent of the Environment Agency to the proposed removal of waste which forms the basis of the Contract.
- 18.4 You warrant that all waste to be removed by us pursuant to this Contract shall comply in all respects with the specification in waste declaration form provided by you.
- 18.5 You shall be responsible for identifying and locating the waste to be collected by us and shall indemnify us from and against all losses, liabilities, costs, claims, expenses, proceedings and damages suffered or incurred by us arising directly or indirectly from any breach by us of such obligations.
- 18.6 Where:
- 18.6.1 the waste to be removed fails to comply with the initial sample provided by you; or
- 18.6.2 the quantity of such waste (or any batch to be disposed of) is in excess of the quantity set out in the specification sheet;
- We shall be entitled (without incurring any liability to you) to:
- (a) reject such waste (irrespective of whether such rejection occurs on site or after

- collection) and return it to you; and/ or
- (b) treat you as having repudiated the contract and in doing so shall be entitled to terminate the Contract and claim for such repudiation; and/ or
- (c) dispose of such waste in such manner as we deem expedient;
- and in each such case you shall indemnify us in respect of any costs or liabilities suffered or incurred by us in respect thereof.
- 18.7 You acknowledge and agree that we may keep all sums as we may recover from the disposal of waste during the provision of the Services. You waive all and any entitlement you have to any such claims.
- 18.8 You shall ensure that all waste is clearly identifiable and correctly labelled as to its contents and composition.
- 18.9 We may without incurring any liability to you refuse to collect any waste which is not labelled in accordance with the provisions of this condition and we may, after obtaining clarification from you as to the content and composition of the waste, label any waste which fails to satisfy the labelling requirements and the costs incurred by us in doing so shall be paid by you.
- 18.10 You warrant that no waste to be disposed of by us as part of the Services shall be hazardous waste (as defined in accordance with the Hazardous Waste Regulations 2005), unless we have agreed to dispose of hazardous waste.
- 18.11 Where hazardous waste is to be disposed of by us, you shall comply will all statutory requirements relating to such waste disposal and to all procedures that may be required by us in respect thereof.
- 18.12 We shall be entitled at any time to be furnished with or take samples of waste for collection as disposal as it deems necessary for analysis purposes to ensure that such sample conforms with any initial sample provided by you.
- 18.13 You acknowledge and agree that we rely on the information given by you as to the classification and description of any waste.
- 18.14 You are responsible for providing us with all necessary information required for the completion by us of any consignment note (as defined in the Hazardous Waste Regulations 2005) or other document relating to any waste or specified Service. You shall be responsible for verifying that any consignment note or other documents relating to any waste or Services prepared by us using information supplied by you has been completed accurately.
- 19. SPECIFIC TERMS APPLICABLE TO DRAINAGE EQUIPMENT AND ASSOCIATED SERVICES**
- 19.1 The price for the drainage Equipment and Services excludes the removal of grout, tar, cement/concrete washings, other heavy scale build-up and roots. We may agree to remove such items but will make an additional payment for such removal.
- 19.2 You acknowledge and accept that conventional jetting may not remove concrete or grout that may have entered the system either during or after construction and agree that we shall have no liability where conventional jetting does not remove such items.
- 19.3 We will not remove broken or damaged covers unless specifically requested by you.
- 19.4 Where you wish to cancel any drainage equipment and services, you must provide us with a minimum of one Business Days' notice in writing. Any cancellations made by us after this time will be charged by us at the full rate.
- 19.5 If the Services are delayed due to events beyond our control, we will charge for waiting.
- 19.6 We will charge for abortive Services at the daily rate.
- 19.7 We allow one hour on Site for the Services.
- 19.8 The Services have been detailed as accurately as possible according to the information provided by you and any extensions beyond the estimated duration will be charged at the daily rate.
- 19.9 We reserve the right to suspend the Services pending agreement of any variation in the Order with you.
- 20. SPECIFIC TERMS APPLICABLE TO THE HIRE OF PORTABLE TOILETS AND THE PROVISION OF ASSOCIATED SERVICES**
- 20.1 Portable toilets will either be fitted with hand sanitizers or sinks. Unless you specifically request one or the other we shall provide portable toilets fitted with either hand sanitizers or sinks or a mixture of both according to availability.
- 20.2 We provide no warranty as to the effectiveness of the hand sanitization system in the portable toilets
- 20.3 All waste which enters the holding tanks is your responsibility.
- 20.4 We will only remove pumpable inert waste that is soil and water, including household detergents and bleach to a dilution rate of 1 part bleach per million parts water (all other water waste will be charged as a full load of chargeable and disposable waste).
- 20.5 If any waste other than non-inert waste is deposited in the tank, then we shall only remove such waste after we have analysed it to determine the nature of the waste and confirmed that it is willing to remove the waste. You shall be responsible for the costs of such analysis.

- 20.6 Where possible we shall empty the portable toilet(s) once in any seven day period, such day or time at the absolute discretion of us. If we are unable to empty the portable toilet(s) within a seven day period we shall empty it as soon as reasonably practical thereafter.
- 20.7 The portable toilet emptying service is a complementary service when portable toilets are hired from us. You shall have no right to withhold the Charges as a result of our failure to or delay in emptying the portable toilet(s).
- 20.8 Where you request that we empty the portable toilet(s) on a specific day or at a specific time this service may be charged in addition to the Charges.
- 20.9 Where we deem the ground upon which the Toilets are to be located unsuitable, you shall supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the toilets to rest on.
- 20.10 If you are unsure if the Site is suitable for delivery, you are obliged to notify us and we will arrange a Site visit prior to delivery.
- 20.11 Connection and disconnection of mains services on site is your responsibility
- 20.12 You shall bear all costs of any lifting equipment or special operators required for the siting of the Toilets.
- 20.13 If you are hiring the toilets for an event this must be specified at the time of the Order. You may cancel an Order at any time up to the date of the event as specified in the order but we shall charge as follows:
- 20.13.1 if cancellation is received by us more than 15 days before the event 50% of the Charges
- 20.13.2 if cancellation is received by us less than 15 days before the event 100% of the Charges.
- 21. SPECIFIC TERMS APPLICABLE TO NON-POTABLE WATER DELIVERIES**
- 21.1 Where water is delivered into a third party tank, we will not be held responsible for any cross contamination.
- 21.2 Where bulk water is delivered via a tanker it is your responsibility to ensure access is suitable and the ground is suitable to take the weight of the tanker.
- 21.3 You are responsible for the equipment at the location during the Hire Period. You are responsible for the maintenance / cleaning and testing to ensure the water quality. We will forward water hygiene and storage guidelines for the client's perusal.
- 21.4 Any testing required for water quality if requested, will be chargeable and carried out in accordance with DWI guidelines.
- 21.5 We will provide evidence of due diligence for water quality prior to water delivery.
- 21.6 Once water has left our tankers and is transferred into one of your vessels or tanks, we cannot guarantee the quality of the water.