

Terms & Conditions of Hire

1. Definitions

- 1.1 Charges – J LI Leach’s current hire charges from time to time and the price agreed between the parties for any Goods and/or Services to be provided by J LI Leach during the Hire Period.
- 1.2 Deposit – any advance payment collected by J LI Leach from the Customer in relation to the hire of the Equipment prior to the commencement of the Hire Period which is to be held as security by J LI Leach.
- 1.3 Delivery Site - the location designated in the Hire Agreement to which the Equipment and any Goods will be delivered and/or kept.
- 1.4 Equipment – the equipment detailed in the Specification and any accessories hired by the Customer.
- 1.5 Goods - the goods sold by J LI Leach to the Customer.
- 1.6 Hire Period –the period commencing on the Hire Commencement Date and ending on the happening of the following events (i) the date that the Equipment is repossessed by or is collected by J LI Leach; or (ii) the date that the Equipment is returned to J LI Leach by the Customer.
- 1.7 All hires are subject to a minimum one-week hire, charging pro rata thereafter.
- 1.8 Contracts operating at an agreed 0-40 hour working week will be charged on a five-day week basis. Hires operating on contracted unlimited hours will be charged on a seven-day week basis.
- 1.9 Hire Agreement - these terms and conditions and the document agreed between the parties setting out the parties, the Delivery Site, the Specification, the Deposit (if any) and the Charges.
- 1.10 Customer - the person, firm or company with whom J LI Leach contracts who is hiring the Equipment and/or purchasing the Goods and/or Services.
- 1.11 Manufacturer – the manufacturer or supplier of any Equipment.
- 1.12 Services - the services performed by J LI Leach in conjunction with the hire of the Equipment including but not limited to any associated delivery, collection, servicing or maintenance.
- 1.13 Spare Parts - parts or components for the Equipment which are suitable for and compatible with the Equipment and which are the same as or of a like make or model, quality and value to or improved or advanced versions of any parts or components for the Equipment
- 1.14 Specification - the specification of the Equipment to be hired and any Goods and Services to be provided and the dates upon which they are to be delivered/performed under the Hire Agreement set out in writing and agreed by both parties

2. Basis of the Hire Agreement

- 2.1 Subject to these terms J LI Leach agrees to hire the Equipment and to provide any Goods and Services ordered by the Customer and the Customer agrees to pay the charges in accordance with the terms of the Hire Agreement.
- 2.2 The Equipment is hired subject to availability at the time it is requested by the Customer. J LI Leach is not liable for any loss suffered by the Customer as a result of the equipment being unavailable to hire.
- 2.3 Any quotation provided by J LI Leach shall not constitute a contractual offer, and a Hire Agreement shall only be formed on acceptance by J LI Leach of the Customer’s order.
- 2.4 These terms and conditions shall apply to all Hire Agreements for the hire of equipment and the provision of goods and/or services by J LI Leach to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any order or other document. In the case of any conflict or ambiguity between the Customer’s original specification and the Specification set out on this document, the latter shall prevail.
- 2.5 Acceptance of delivery or collection of the Equipment and/or acceptance of the Goods and/or provision of the Services shall be deemed conclusive evidence of the Customer’s acceptance of the Hire Agreement.
- 2.6 J LI Leach will (unless otherwise provided in the Specification) deliver the Equipment and the Goods to the Delivery Site or arrange a time for the Goods and the Equipment to be collected by the Customer and perform the Services.
- 2.7 J LI Leach may employ sub-contractors to carry out any part of its obligations under the Hire Agreement at its sole discretion and it may assign its rights and obligations under this Hire Agreement to any other party. The Customer may not employ sub-contractors nor assign its rights and obligations under this Hire Agreement without the written consent of J LI Leach.
- 2.8 No contract shall be concluded between J LI Leach and the Customer on these terms or otherwise except by authority of a Director of J LI Leach.
- 2.9 Any variation of these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of J LI Leach.
- 2.10 Any tender or quotation submitted by J LI Leach to the Customer shall be subject to these terms and conditions unless otherwise stated and shall be valid for 30 days and may be revoked at any time.
- 2.11 Any reference in this Hire Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

- 2.12 Where the delivery of the Equipment and/or any Goods is agreed to be made by instalments, each instalment may be deemed at J LI Leach's discretion to be a separate and distinct contract and no default by J LI Leach in respect of any one or more instalments shall entitle the Customer to reject or withhold payment in respect of any other instalment.

3. Customer's Responsibilities

The Customer acknowledges that the Equipment is required wholly or predominantly for the purposes of a business carried on, or intended on by the Customer, and hereby agrees with J LI Leach that during the Hire Period and following the expiry or termination for any reason of this Hire Agreement, until the Equipment is delivered up to J LI Leach it shall: -

- 3.1 provide J LI Leach with access to the Delivery Site, the Customer's employees and any information, facilities and assistance reasonably required by J LI Leach to enable it to perform the Hire Agreement;
- 3.2 take all reasonable and proper care of the Equipment and keep and maintain the Equipment in good order, repair and condition (fair wear and tear only excepted);
- 3.3 carry out all periodical or other maintenance requirements in respect of the Equipment prescribed by the written instructions or recommendations of the Manufacturer, supplied to the Customer by the Manufacturer or J LI Leach, or any written instructions from J LI Leach with all due care and in accordance with any such instructions and at the recommended time or times and procure that complete, up-to-date and accurate records of all use, maintenance, servicing and repairs and replacements of or for the Equipment are kept;
- 3.4 promptly repair all damage to the Equipment, repair or, as appropriate, replace with Spare Parts all damaged or unfit parts of or components in the Equipment and replace with Spare Parts all parts or components which are missing and have all such repairs and replacements as shall be required carried out at the Customer's own expense by a competent repairer or supplier approved in writing by J LI Leach prior to the commencement of any repair or replacement and in default of so doing permit J LI Leach and any person authorised by J LI Leach on reasonable notice to take possession of or have access to the Equipment at all reasonable times for the purpose of having repairs carried out or replacements provided and repay to J LI Leach on demand as a debt the full cost of such repairs and replacements;
- 3.5 ensure that any instructions or manuals supplied by the Manufacturer or J LI Leach for use of the Equipment are or will prior to the Equipment being brought into use be fully understood and will be observed by the Customer and any person who will use the Equipment;
- 3.6 take such further steps as may be recommended by the Manufacturer or J LI Leach in any written recommendations supplied to the Customer by the Manufacturer or J LI Leach or as may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Customer or authorised user;
- 3.7 to the extent relevant, forthwith comply in all respects with the requirements of any improvement or prohibition notice served on the Customer in respect of or relating to the use of the Equipment under the Health and Safety at Work etc Act 1974 or any other statute or statutory rule or regulation concerning health or safety (except only insofar as the effect of the notice is suspended on the making of an appeal against the same in accordance with the provisions of that Act or other relevant statute or statutory rule or regulation);
- 3.8 obtain, effect and keep effective all permissions, licences and permits which may from time to time be required in connection with the business of the Customer and the use of the Equipment at the Delivery Site and comply with the same and all statutes and other obligations of all kinds in relation to the Equipment and at its own expense add to or to install with the Equipment any safety or other equipment required by any applicable law or regulation to be so added or installed for the use or operation of the Equipment;
- 3.9 not make or cause or permit to be made any alteration, amendment, modification or addition to the Equipment or any removal of any part of or component in the Equipment (except for the removal of any part or component in the ordinary and proper course of repair and maintenance and its replacement in accordance with clause 3.4) without J LI Leach's prior written consent. Any such alteration, amendment, modification, addition or replacement of whatsoever kind shall belong to and become the property of J LI Leach and part of the Equipment;
- 3.10 be responsible for the loss or destruction of or any damage to the Equipment occasioned in any manner or by whomsoever or by any cause whatsoever (other than as a direct result of the negligence of J LI Leach or its employees) and fully and effectually indemnify J LI Leach against all loss, damage and liability incurred by it in connection with any such loss, destruction or damage except to the extent that the same is recovered by J LI Leach under any policy of insurance maintained under clause 5;
- 3.11 ensure that the Equipment is operated at all times in a skilful and proper manner and with all due care and in accordance with the Manufacturer's recommendations or instructions from time to time and by persons who are competent to operate the Equipment;
- 3.12 keep the Equipment at all times in the possession and control of the Customer and procure that the Equipment shall not be removed from the Delivery Site without the prior written consent of J LI Leach;
- 3.13 punctually pay and discharge all rents, rates, taxes, charges and outgoings payable in respect of the Delivery Site and any other premises in which J LI Leach's consent the Equipment may for the time being be kept or placed and on demand produce or cause to be produced to J LI Leach the last receipts for them;

- 3.14 promptly notify J LI Leach of any change in the Customer's address and at J LI Leach's request promptly inform J LI Leach of the whereabouts of the Equipment;
- 3.15 procure that J LI Leach and/or any person authorised by J LI Leach shall be allowed at all reasonable times and on reasonable notice to enter upon any premises in which the Equipment is for the time being placed or kept for the purpose of inspecting and examining the condition of the Equipment and the records kept pursuant to clause 3.3 and to take copies of or extracts from such records;
- 3.16 affix or cause to be affixed to the Equipment or any separate part or parts of the Equipment such plates or other forms of marking indicating that the Equipment is the property of J LI Leach and is on hire to the Customer as J LI Leach may from time to time require. The Customer shall ensure that such plates and other markings and any plates, logos or other markings affixed to the Equipment on delivery of possession of it under this Hire Agreement remain so affixed and that they are conspicuous and are at no time removed, obliterated defaced or covered up;
- 3.17 keep the Equipment free from distress, execution or other legal process and not let, lend, sell, assign, transfer, charge, encumber, dispose of or otherwise deal with or part with the possession or control of the Equipment;
- 3.18 not assign, transfer, charge, let or sub-let or otherwise deal with all or any of the Customer's rights or obligations under or in relation to the Hire Agreement without J LI Leach's prior written consent;
- 3.19 ensure that insofar as the Equipment is affixed to any land or building such Equipment shall be capable of being removed without material injury to that land or building, take such steps as may be necessary to ensure that title to the Equipment shall not pass to the owner or J LI Leach of any such land or building or any third party and fully and effectually indemnify J LI Leach against all losses, liabilities or costs (including the costs of repair or making good any damage caused) suffered or incurred by J LI Leach as a result of the affixation of the Equipment or its removal from any land or buildings. The Customer further agrees to permit J LI Leach (or procure that J LI Leach is permitted) to enter upon any land or buildings where the Equipment is located in order to sever the Equipment from land if affixed to it. If the Equipment becomes a fixture (as defined by Section 173 of the Capital Allowances Act 2001) on request and in such form as J LI Leach or its inspector of taxes may prescribe the Customer shall sign and deliver to J LI Leach an election that Section 177 of the Capital Allowances Act 2001 shall apply or an election in any other form and under any other authority or provision (statutory or otherwise) in response to which J LI Leach's inspector of taxes will treat the Equipment to like effect for all maintenance purposes as belonging to J LI Leach;
- 3.20 fully and effectually indemnify J LI Leach against all claims, demands, proceedings, costs, expenses, loss, damage and liabilities made against or incurred by J LI Leach by reason of or in connection with any loss, injury or damage (other than death or personal injury occasioned by the negligence (as defined in section 1 of the Unfair Contract Terms Act 1977) of J LI Leach) suffered by any person from the presence of the Equipment and/or the use of the Equipment and/or any act, neglect or omission of the Customer its servants or agents;
- 3.21 if the Equipment is lost, stolen, destroyed or damaged or breaks down or does not operate immediately notify J LI Leach of that event and at J LI Leach's request provide full particulars of the circumstances in which the Equipment was lost, stolen, destroyed or damaged or broke down or ceased to operate; and
- 3.22 ensure that the Equipment is used exclusively for the lawful purposes of the Customer's business and for the purpose for which it was intended or designed and that all applicable legal requirements regarding the use or possession of the Equipment are complied with.

4. Payment Provisions

- 4.1 The amount of any Charges and Deposit are set out in the Hire Agreement and shall be based on J LI Leach's current price list from time to time.
- 4.2 Any Deposit shall be paid by the Customer in advance of the commencement of the Hire Period.
- 4.3 The Charges shall be payable by the Customer from the Hire Commencement Date until J LI Leach (i) has issued the Customer with an off-hire number and date for the collection or return of the Equipment; (ii) the Customer has returned or J LI Leach has collected the Equipment and J LI Leach has within a reasonable period of time, being not more than 3 working days following the issue of the off hire number; and (iii) J LI Leach has provided the Customer with a receipt confirming that the Equipment is in a good and serviceable condition. All time during the Hire Period is chargeable including weekends and bank holidays.
- 4.4 If J LI Leach is unable to collect the Equipment on the date specified by it and the inability to collect it has been caused as a result of an act or omission of the Customer, the Customer shall continue to pay the Charges in accordance with the Hire Agreement until such time as J LI Leach is able to collect the Equipment or the Customer is able to return it.
- 4.5 Unless alternative payment provisions are agreed, J LI Leach may submit an invoice or invoices at any time during or after performance of the Hire Agreement in respect of any part of Hire Period, in respect of any Goods delivered and any

Services performed. J LI Leach may submit an invoice for any balance of the Charges immediately at the end of the Hire Period and/or on delivery of any balance of Goods and/or on the completion of the performance of any Services. Invoices shall be sent to the Customer's address recorded in this Hire Agreement.

- 4.6 All sums due under the Hire Agreement will be paid by the Customer within 30 days of the date of receipt of an invoice without any deduction, set-off, counterclaim or abatement and time for payment shall be of the essence. J LI Leach may specify which currency and method of payment it requires the Customer to use.
- 4.7 The Charges do not include VAT or any similar sales tax, impost or custom duties which will be paid additionally by the Customer at the then prevailing rate.
- 4.8 The Charges do not include carriage, packing or insurance unless expressly stated and such sums may be added by J LI Leach to the Charges.
- 4.9 No act or omission of the Customer which prevents J LI Leach from delivering the Equipment and/or Goods and/or providing the Services or continuing to perform the Hire Agreement or to perform it according to any agreed timescale shall prevent J LI Leach from raising invoices in accordance with this Clause 4.
- 4.10 If the Customer fails to make any payment within the time specified in this Hire Agreement J LI Leach may take any or all the following steps:-
 - 4.10.1 immediately invoice the balance of the Charges that have accrued in respect of the Hire Period and in respect of any Goods or Services;
 - 4.10.2 cancel the Hire Agreement and any other Hire Agreement between J LI Leach and the Customer;
 - 4.10.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the compound rate of 8% per annum above the Barclays Bank Plc base lending rate from time to time until payment in full is made, accruing on a weekly basis and also charge the Customer for all costs and expenses (including legal costs) incurred by J LI Leach in the collection of any overdue amount;
 - 4.10.4 appropriate any payment made by the Customer and set-off any monies due to the Customer, whether under this Hire Agreement or any other Hire Agreement or otherwise (including any VAT applicable), to or against the unpaid invoice or invoices;
 - 4.10.5 refuse to deliver any further equipment and/or goods and/or to provide any further services, whether under this Hire Agreement or any other contract or otherwise, until payment is made in full;
- 4.11 Where payment is made by means of any bill of exchange, cheque or other negotiable instrument, payment shall not be treated as having been made until such instrument has been honoured on presentation for payment.
- 4.12 If there is a change in corporation tax, capital allowances or writing down allowances, the J LI Leach may vary the rentals by such amount(s) as will leave the J LI Leach in the same position as if such event had not taken place. The J LI Leach will give the Customer at least one month's written notice of such variation.
- 4.13 The J LI Leach will give the Customer at least seven days' written notice of any change of its address and at least 14 days written notice of any change in the particulars of the payee.
- 4.14 If the rate of VAT varies, the charges will automatically vary by any variation in the rate of VAT.

5 Equipment and Goods

- 5.1 The Equipment and/or Goods shall be at the Customer's risk as from delivery to the Delivery Site or collection by the Customer and the Customer will be responsible for insuring the Equipment and/or the Goods from the time risk passes.
- 5.2 Risk will not pass back to J LI Leach until the Equipment is delivered up to J LI Leach in accordance with these terms.
- 5.3 The Equipment shall remain the property of J LI Leach and the Customer shall have no right or interest in it other than as Customer.
- 5.4 J LI Leach shall be entitled at any time to assign charge or otherwise deal with all or any of its rights, benefits, obligations and liabilities under or in relation to the Hire Agreement and/or its property in the Equipment to any third party or third parties.
- 5.5 In spite of delivery having been made, legal title in any Goods shall not pass from J LI Leach to the Customer until the Charges have been paid in full and no other sums are due from the Customer to J LI Leach.
- 5.6 Until the title in any Goods passes to the Customer, the Customer shall hold the Goods on a fiduciary basis as bailee for J LI Leach. The Customer shall store the Goods separately from all other goods in its possession.
- 5.7 Until such time as title in any Goods passes to the Customer, and provided that the Customer is in default in payment or J LI Leach in good faith has doubts about the solvency of the Customer, the Customer shall on request deliver up such Goods as have not ceased to be in existence or resold, to J LI Leach. If the Customer fails to do so, J LI Leach may enter upon any premises owned, occupied or controlled by the Customer where the Goods are situated and repossess the Goods or any converted or processed goods derived from them, using only such force as may be necessary.
- 5.8 In the event that the Customer is in default in payment or J LI Leach in good faith has doubts about the solvency of the Customer, the Customer shall on request deliver up the Equipment to J LI Leach. If the Customer fails to do so, J LI Leach may without prior notice enter upon any premises owned, occupied or controlled by the Customer (or the premises of a third party with their consent) where the Equipment is situated and repossess the Equipment.

- 5.9 The Customer shall not pledge or in any way charge by way of security for any indebtedness the Equipment or any Goods which are the property of the J LI Leach. Without prejudice to the other rights of J LI Leach, if the Customer does so all sums whatever owing by the Customer to J LI Leach shall forthwith become due and payable.
- 5.10 From the time of delivery of the Equipment and any Goods, the Customer shall at its own expense insure and keep insured the Equipment and any Goods against “all risks” under a fully comprehensive policy against all loss or damage for the full replacement value of the Equipment and any Goods and also against all loss or damage and risk of third party liability arising out of ownership, use, possession or presence of the Equipment and any Goods to the satisfaction of J LI Leach until the date that the Equipment is delivered up in accordance with these terms following the expiry or termination of the Hire Period and the property in any Goods passes.
- 5.11 The Customer shall, whenever requested by J LI Leach, produce a copy of the policy of insurance which shall note J LI Leach’s interest in the Equipment and any Goods insured and shall punctually pay all premiums payable under the said policy and do everything necessary to maintain the policy in full force and effect and not do or omit to do anything whereby the policy could be vitiated. Without prejudice to the other rights of J LI Leach, if the Customer fails to effect or maintain insurance in accordance with clauses 5.10 and 5.11 J LI Leach may but shall not be obliged to effect and maintain insurance in accordance with this clause at the Customer’s expense and the Customer will pay any sums so expended to Genai rasa debt upon demand.

6. Delivery, Collection and services

- 6.1 J LI Leach will be responsible at the Customer’s cost for the delivery of the Equipment and/or any Goods to the Delivery Site and for collecting the Equipment from the Delivery Site at the end of the Hire Period. The delivery cost will be charged in accordance with J LI Leach’s standard rate from time to time. If J LI Leach agrees that the Customer can collect the Equipment and/or any Goods from its premises and/or deliver the Equipment to J LI Leach at the end of the Hire Period any delivery charge will be waived, and the Customer shall be responsible for insuring the Equipment and/or Goods in transit in accordance with clause 5.
- 6.2 The Customer shall take delivery of the Equipment and any Goods notwithstanding that the quantity of any Goods delivered is greater or less than that contained in the Specification.
- 6.3 When J LI Leach is delivering and/or collecting the Equipment and/or any Goods it shall not be liable for any claim for loss or damage to the Equipment and/or any Goods in transit unless such claim is notified in writing both to J LI Leach and the carrier within 7 days of delivery of the Goods. Where the Customer accepts the Equipment and any Goods from the carrier without checking, J LI Leach shall not be liable for such claim unless the Customer has marked the delivery note “not examined”.

7. Timescale

- 7.1 J LI Leach will use all reasonable endeavours to deliver the Equipment and any Goods at the Delivery Site and to perform and conclude any Services on the dates specified in the Contract, but these dates will be treated as target dates only and time will not be of the essence.
- 7.2 J LI Leach shall not be responsible for delay caused by factors beyond its control, including failure of the Customer to comply with clause 3 and adverse weather conditions.
- 7.3 J LI Leach reserves the right by giving notice to the Customer at any time before delivery of the Equipment and/or any Goods or performance of any Services to change the dates specified in the Hire Agreement if:-
- 7.3.1 the Customer changes the Specification;
 - 7.3.2 the Customer causes any delay;
 - 7.3.3 the Customer fails to give J LI Leach adequate or accurate information, instructions or facilities.
- 7.4 The Customer shall make such arrangements as are necessary to take delivery of the Equipment and/or any Goods at the Delivery Site on any agreed date or on such other date as J LI Leach notifies the Customer that delivery will be made.
- 7.5 If the Customer changes any agreed date for delivery of the Equipment and/or any Goods or fails to take delivery on the date the Equipment and/or the Goods are ready for delivery or indicates to J LI Leach that it will not accept delivery on any date agreed or notified under clause 7.3, J LI Leach shall be entitled;-
- 7.5.1 at the Customers risk and expense to store the Equipment and/or any Goods at the J LI Leach premises and to demand payment as if they had been delivered;
 - 7.5.2 to add a financing and stocking charge to the Charges in respect of the period from that date to the actual date of Delivery at the rate of 5% per annum above the Barclays Bank Plc base rate from time to time.
- 7.6 J LI Leach shall notify the Customer in writing on completion of performance of the Hire Agreement.

8 Acceptance and Defects

- 8.1 Within 7 days of delivery of the Equipment and/or any Goods (or 28 days in the event of non-delivery) and within 7 days of the performance of any Services the Customer shall notify J LI Leach in writing either that it accepts the Equipment and/or the Goods and/or the Services and that they are satisfactory and free of defects, or a list of such defects as are known to it at that time.

- 8.2 If no such notification is received the Customer shall be deemed to have accepted the Equipment and/or the Goods and/or Services. After acceptance, whether deemed or otherwise, the Customer shall not be entitled to reject the Equipment and/or the Goods nor to have any defects in the Equipment or Goods or Services remedied by J LI Leach, whether or not they comply with the Specification/
- 8.3 J LI Leach shall use reasonable endeavours to correct any defect arising under normal use and due solely to faulty design (except where supplied by or on behalf of the Customer), materials or workmanship, which is notified to it in accordance with clause 8.1 within a reasonable time of receiving such notification, and may as its discretion;-
- 8.3.1 carry out such work as is necessary to remedy the defect;
 - 8.3.2 take such part of the Equipment and/or Goods as is necessary away from the Delivery Site at the Customers risk and expense to examine the Equipment and/or Goods or carry out repair work;
 - 8.3.3 replace all or any part of the Equipment and/or Goods;
 - 8.3.4 refund the Charges or such part of it as relates to the defective Equipment or Goods or Services.
- 8.4 The Customers obligations at Clause 3 shall apply in relation to the provision of maintenance under this clause 8.
- 8.5 J LI Leach may invoice the Customer for the cost of any work or materials brought about by the Customers notification of any defect where such defect is not attributable to any act or omission of J LI Leach or is attributable to;-
- 8.5.1 misuse of the Equipment or Goods by the Customer;
 - 8.5.2 failure to follow J LI Leach's advice as to use and maintenance of the Equipment or Goods;
 - 8.5.3 any modification made to the Equipment or Goods by the Customer or by third parties without the prior written consent of J LI Leach.
- 8.6 If any unauthorised modification is made to the Equipment or Goods J LI Leach shall not be obliged to correct any defects or provide any guaranteed services under this Hire Agreement.

9 Warranties

- 9.1 J LI Leach warrants that the Equipment and/or Goods and/or Services will comply with the Specification.
- 9.2 The Customer shall be responsible for ensuring that the Equipment and/or Goods are fit for the purpose for which it or any third party intends to use them, and covenants that the Equipment and/or Goods will only be used for purposes for which they are sufficient and suitable.
- 9.3 The Customer warrants that it has not relied on any representations, conditions, warranties or stipulations of any kind made by or on behalf of J LI Leach in respect of the Equipment and/or Goods and/or Services.
- 9.4 The Customer agrees to indemnify J LI Leach against all costs and liabilities incurred by it due to any breach by the Customer of the terms of this Hire Agreement, including any consequential losses.

10 Limitation of Liability

- 10.1 J LI Leach shall not be responsible for any defects in the Equipment and/or Goods and/or Services which are not notified in writing to it within the time limits set out at Clauses 8.1 and 8.2 above nor for any defects which are the fault of the Customer or any third party.
- 10.2 All information and advice given by J LI Leach to the Customer relating to the performance or use of the Equipment and/or Goods or otherwise is based on J LI Leach's experience, but J LI Leach shall not be liable for any inaccuracies.
- 10.3 The terms of this Hire Agreement represent the whole agreement between the parties and all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any Goods or Services under or in connection with the Hire Agreement including (without limitation) as to the condition, quality, performance or fitness for purpose of any goods or the standard of care used in the provision of services are hereby expressly excluded from the Hire Agreement.
- 10.4 J LI Leach shall not be liable under Hire Agreement, tort (including negligence) or otherwise for any loss of production, loss or corruption of data, loss of profits or of Hire Agreements, loss of operation time, loss of goodwill and loss of anticipated savings, nor for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused.
- 10.5 J LI Leach accepts liability for death or injury caused by the negligence of J LI Leach, its employees, agents or sub-contractors in the course of their engagement under this Hire Agreement, and liability which cannot be excluded under the Consumer Protection Act 1987 Part I, without limit.
- 10.6 In all other cases not failing within Clause 10.5 J LI Leach's total liability (whether in Hire Agreement, tort including negligence or otherwise) under or in connection with this Hire Agreement or based on any claim for indemnity or contribution shall not exceed the Charges. J LI Leach may be prepared to provide wide limitation terms in return for an enhanced payment.
- 10.7 J LI Leach shall not be liable for any changes to the Specification of the Equipment and/or Goods if the variation does not materially affect the characteristics of the Equipment and/or Goods, and the substituted materials (if any) are of comparable quality to the originals.
- 10.8 The Customer agrees, that except as expressly provided in this Hire Agreement, J LI Leach will not be under any liability of any kind whatever and however caused, arising directly or indirectly in connection with this Hire Agreement.

- 10.9 Any liability of J LI Leach under the Hire Agreement shall be subject to and conditional upon the due performance by the Customer of all its obligations under this Hire Agreement and, subject to these terms, the Customer shall not be entitled to withhold or delay payment or exercise any right of set-off which might otherwise have been available to it.
- 10.10 The Customer acknowledges and agrees that the allocation of risk contained in this clause 10 is reflected in the Charges and is a recognition of the fact that the Equipment and/or Goods cannot be tested in every possible combination and therefore J LI Leach does not warrant that the operation of the Equipment and/or Goods will be uninterrupted or error free. The Customer shall be responsible for insuring against any liability arising as a result of the operation of this clause 10.
- 10.11 In addition to the insurance referred to in clause 5, the Customer shall maintain such insurance protection as shall be reasonable and prudent, taking account of the nature of the Customers business. J LI Leach shall not be liable under this Hire Agreement for losses suffered by the Customer which are, or would have, been recoverable under such policy of insurance.

11 Termination

- 11.1 J LI Leach may terminate this Hire Agreement or suspend its performance with immediate effect on written notice if;-
- 11.1.1 the Customer ceases or threatens to cease to carry on its business or becomes insolvent;
 - 11.1.2 a Receiver, Administrator or similar Officer is appointed over all or any part of the assets or undertaking of the Customer;
 - 11.1.3 the Customer makes any arrangement for the benefit of its creditors;
 - 11.1.4 the Customer goes into liquidation save for the purposes of a genuine amalgamation or reconstruction;
 - 11.1.5 the Customer commits a material breach of this agreement and (in the case of a breach capable of remedy) fails to remedy it within 7 days of receipt of written notice from J LI Leach specifying the breach and containing a warning of an intention to terminate if the breach is not remedied;
 - 11.1.6 the Customer refuses to take delivery of the Equipment and/or Goods or any part of them or collect them on the delivery date(s) specified in the Hire Agreement or on such later date as they are ready for delivery;
 - 11.1.7 the Customer defaults in paying the Charges or any part of them.
- 11.2 In the event of a suspension, J LI Leach shall be entitled to demand pre-payment of any part of the Charges not yet due for payment as a condition of re-commencing its performance.
- 11.3 J LI Leach may terminate this Hire Agreement as its discretion at any time by giving 14 day's notice in writing to the Customer.
- 11.4 On the termination of this Hire Agreement under clause 11.1 or its expiry by the Customer shall no longer be in possession of the Equipment with the consent of J LI Leach and the Customer shall at its own expense be solely responsible for ensuring the safe-keeping, supervision and custody of the Equipment until it is returned to or repossessed by J LI Leach.
- 11.5 Upon the expiry or termination of this Hire Agreement for whatever cause the Customer shall pay to J LI Leach the monies due to J LI Leach at that date after taking into account amounts previously paid including;-
- 11.5.1 All arrears of hire charges relating to the Equipment, the total value of Goods delivered, and Services performed up to the date of termination, the Charges for which shall then become payable immediately notwithstanding any prior contrary arrangement;
 - 11.5.2 any cancellation charges payable to the J LI Leach sub-contractors;
 - 11.5.3 the cost of the Goods ordered for the purposes of the Hire Agreement for which J LI Leach has paid or is legally bound to pay. J LI Leach may at its discretion retain or take back part or all the Goods in lieu of the payment attributable to such material;
 - 11.5.4 any costs and expenses incurred by J LI Leach in locating, repossessing, recovering, restoring or removing the any property belonging to J LI Leach from the Delivery Site;
 - 11.5.5 any other costs incurred by J LI Leach in connection with the Hire Agreement or its termination including but not limited to any loss of profits, processing costs already incurred and any reduction in the value of the material used.
- 11.6 Termination of this Hire Agreement shall not affect any rights of the parties accrued to them up to the date of termination.

12 Force Majeure

- 12.1 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this Hire Agreement due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 12.2 The party claiming the force majeure event will promptly notify the other of it and will take all reasonable steps to minimise its effect. Any cost associated with such event shall be borne by the party incurring those costs.
- 12.3 So long as the force majeure event continues, the Customer may contract with any third party for the goods or services which J LI Leach is unable to provide as a result.

13 Notices

All notices to be given under this Hire Agreement shall be in writing and shall be sent to the normal business address of the party concerned by first class post or by hand.

14 Waiver

No delay or failure by J LI Leach to exercise any of its powers, rights or remedies under this Hire Agreement will operate as a waiver of them and any waiver, to be effective, must be in writing.

15 Severability

If any part of this Hire Agreement, including for the avoidance of doubt limitation clauses 10.1 to 10.11 and its sub-clauses, is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Hire Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

16 Entire Agreement

This Hire Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Hire Agreement and supersedes all previous communication representations and other arrangements, written or oral. This clause and clause 8.1 do not affect the statutory rights of the consumer.

17 Disputes/Arbitration

If any dispute or difference shall arise between the parties as to the meaning of this Hire Agreement or any matter or thing arising out of or connected with it then it shall be referred to the determination of an Arbitrator to be appointed by agreement of the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President for the time being of the Chartered Institute of Arbitrators.

18 Confidentiality

The Customer undertakes not at any time to disclose any confidential information, documents or other material supplied or made known to it during the existence of this Hire Agreement by J LI Leach to any third party, save as permitted by this Hire Agreement and save for any information in the public domain, and to use its best endeavours to prevent unauthorised publication or disclosure of the same.

19 Set-off

J LI Leach shall be entitled to set-off against any monies payable to it by the Customer under this Hire Agreement, any monies which may be payable by it to the Customer, whether under this Hire Agreement or otherwise. The Customer shall not be entitled to any right of set-off.

20 Governing Law

This Hire Agreement will be constructed in accordance with and governed by the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

USE OF YOUR INFORMATION

In considering whether to enter into this agreement we will search your record at credit reference agencies. They will add to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked. We may use a credit scoring or other automated decision-making system.

We will also add to your record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any associated person;
- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s). It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you.

You have a legal right to these details. You have a right to receive a copy of the information we hold about you. A fee may be payable.

USE OF ASSOCIATED RECORDS

Before entering into this agreement, we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this agreement you may be treated as financially linked and you will be assessed with reference to “associated records”.

Where any search or application is completed or agreement entered involving joint parties, you both consent to us recording details at credit reference agencies. As a result, an ‘association’ will be created which will link your financial records and your associate’s information may be taken into account when a future search is made by us or another lender unless you file a “disassociation” at the credit reference agency.