
BALE BARON UK LTD PLANT HIRE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the rental of all plant ("the Equipment") from Bale Baron UK Ltd ("the Company") by customers who are renting the Equipment for personal or business use.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| "Customer" | means the customer who is renting the Equipment subject to these Terms and Conditions; |
| "Customer Location" | means the location agreed at the start of the Rental Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 5 of these Terms and Conditions; |
| "Deposit" | means the sum payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Rental Agreement; |
| "Service Personnel" | means any of the Company's employees that are provided to the Customer for the purposes of setting up or servicing the Equipment; |
| "Service Fees" | means the fees payable by the Customer for any Service Personnel; |
| "Premises" | means the Company's premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 5 of these Terms and Conditions; |
| "Price List" | means the Company's price list, current at the time of the start of the Rental Term; |
| "Rental" | means the rental of the Equipment by the Customer subject to these Terms and Conditions; |
| "Rental Agreement" | means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Equipment; and |
| "Rental Fees" | Means the sum payable by the Customer for the Rental as determined under Clause 4 of these Terms and Conditions. |

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
 - 1.4 Words imparting the singular number shall include the plural and vice versa.
 - 1.5 References to any gender shall include the other gender.

2. Rental Term

- 2.1 The agreed Rental Term will be set out in the Rental Agreement.
- 2.2 If the Customer wishes to extend the Rental Term they may do so at any time prior to the end of the Rental Term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 30 days subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Rental Term.
- 2.3 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

3. Deposit

- 3.1 The Customer shall be required to pay a re-fundable Deposit to the Company, before the commencement of the Rental Term, to reserve the Equipment for the rental term. The sum of the Deposit shall be set out in the Rental Agreement.
- 3.2 At the end of the Rental Term the Company shall fully inspect the Equipment upon its return by the Customer or collection by the Company. If the Equipment requires cleaning, repairs and / or maintenance which is the result

of normal wear and tear the Customer will receive the Deposit back in full. In the event that additional cleaning, repairs and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Customer in writing, including all relevant calculations and pricing information.

4. Fees and Payment

- 4.1 The Rental Fees will be determined by reference to the length of the Rental Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Rental, as set out in the Rental Agreement.
- 4.2 Payment of the Rental Fees shall be made in part or in full, as set out in the Rental Agreement, at the commencement of the Rental Term.
- 4.3 All payments shall be required within 7 days of the date of the relevant invoice.
- 4.4 Service Personnel provided in Accordance with Clause 6 shall attract Service Fees which shall be calculated on an hourly basis at the rate(s) set out in the Rental Agreement.

5. Collection, Delivery and Return

- 5.1 The Customer may collect certain items of Equipment from the Premises at the start of the Rental Term. The Customer may only collect the Equipment once all payments required under Clause 4 have been made and any insurance requirements set out in Clause 9 have been complied with.
- 5.2 The Company shall use its best and reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Rental Term but shall not be liable for any lack of availability.
- 5.3 Certain items of Equipment may require delivery by the Company. Such delivery shall be made to the Customer Location at an agreed time. The Company shall use its best and reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so
- 5.4 The Customer or its authorised representative must be available at the Customer Location at the time of delivery in order to sign for the Equipment. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.4 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefore and shall not have the right to subsequently dispute the facts of the delivery.
- 5.5 In the event that the Company is unable to provide the Equipment at the start of the Rental Term the Company shall deliver the Equipment to the Customer at the earliest possible date or the Company will contact the Customer when the Equipment is available for collection, as appropriate. The total Rental Fees payable by the Customer shall be adjusted accordingly to reflect the non-availability of the Equipment.
- 5.6 At the end of the Rental Term, on the agreed date the Customer shall either return the Equipment to the Premises at or before the time shown in the Rental Agreement or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Rental Agreement, as appropriate.

- 5.7 If the Customer is late in returning the Equipment the Company shall charge the Customer for an additional day's rental at the normal daily rate for that Equipment. The Rental Term will be extended by one day. The provisions of this sub-Clause 5.7 shall continue to apply daily until the Equipment is returned.

6. Service Personnel

- 6.1 Certain items of Equipment may require specialist servicing for use and / or maintenance. The Company shall supply appropriately trained employees to the Customer where such Equipment is hired unless the Customer possesses the relevant qualifications or currently employs the services of suitably trained staff. The Company shall have complete discretion with regard to permitting the Customer to hire the Equipment without the relevant Service Personnel and shall require evidence of all requisite training and qualifications prior to releasing such Equipment. Service Fees shall be charged in accordance with sub-Clause 4.4 for all Service Personnel. Each individual member of the Service Personnel shall submit a time sheet to the Customer on a daily basis detailing the total number of hours worked. The Customer shall sign the time sheet as verification of those hours. Any disputes as to hours worked shall be referred to the Company. During the Rental Term all Service Personnel shall, for all intents and purposes, be servants of the Customer. The Customer shall be responsible for the Service Personnel during the Rental Term.

7. Use and Care of the Equipment

- 7.1 The Customer may only use the Equipment for the normal purpose for which it is intended.
- 7.2 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 7.3 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specified in the hand book.
- 7.4 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 7.5 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, and free from chaff (*material consisting of seed coverings and small pieces of stem or leaves that have been separated from the seeds*)
- 7.6 All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.
- 7.7 All Equipment which requires fuel, oil, or grease must only be used with the types specified by the manufacturer of that particular piece of Equipment or such other type as authorised by the Company.
- 7.8 All electrical equipment must only be used with the voltage specific to that

piece of Equipment.

- 7.9 All Equipment must be stored in a safe and secure location and shall, where appropriate, be locked and secured at all times when not in use.

8. Maintenance

- 8.1 The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Rental.
- 8.2 The Customer shall not attempt to make any repairs to the Equipment without the prior consent of the Company. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Service Personnel to the Customer Location (such Service Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 8.3 If parts require replacement during the Rental Term the Company shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 8.4 Any parts and / or substitutes provided under sub-Clause 8.3 shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.
- 8.5 Any damage to the tyres will always be charged to the Customers.

9. Insurance

- 9.1 The Company provides no insurance cover for the Equipment. The Customer shall therefore be required to arrange for fully comprehensive insurance cover for the duration of the Rental Term. Such insurance must cover third party liability, loss and damage.
- 9.2 The Company shall require proof of such insurance prior to releasing the Equipment to the Customer.
- 9.3 If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.

10. Theft of Equipment

If any of the Equipment is stolen the Customer must firstly inform the police of the

incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

11. **Liability and Indemnity**

11.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

11.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

11.3 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company

12. **Data Protection**

The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

13. **Termination**

13.1 Where the Customer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:

13.1.1 The Customer is in breach of these Terms and Conditions;

13.1.2 The Customer has had their personal belongings confiscated in order to satisfy debts; or

13.1.3 The Customer has a receiving order made against them.

13.2 Where the Customer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:

13.2.1 The Customer is in breach of these Terms and Conditions;

13.2.2 The Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

13.3 In the event of termination for any of the above reasons:

13.3.1 All payments required under the Rental Agreement shall become due and immediately payable; and

13.3.2 The Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

14. **No Waiver**

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and

Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

16. **Law and Jurisdiction**

16.1 These Terms and Conditions shall be governed by the laws of England and Wales.

16.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.