Balloo Hire Centres

www.balloohire.com

Bangor
21 Balloo Drive
Balloo Industrial Estate
Bangor BT19 7QY
Tel: (028) 9145 4457
Fax: (028) 9127 1239

Belfast
31 Sydenham Road
Harbour Industrial Estate
Belfast BT3 9DH
Tel: (028) 9045 8080
Fax: (028) 9045 8282

Lisburn
Enterprise Crescent
Ballinderry Road
Lisburn BT28 2BP
Tel: (028) 9266 8886
Fax: (028) 9264 1727

Ballyclare
85 Templepatrick Road
Ballyclare
BT39 9RQ
Tel: (028) 9334 0137
Fax: (028) 9334 0504

CREDIT ACCOUNT APPLICATION

IMPORTANT: PLEASE FAX BACK ATTACHING YOUR COMPANY LETTERHEAD TO (028) 9127 1239

Please complete in BLOCK CAPITALS

TRADING NAME: ..... **NATURE OF BUSINESS:** .....

REGISTERED OFFICE ADDRESS: .....

..... POSTCODE: .....

COMPANY REGISTRATION NO: ..... DATE BUSINESS ESTABLISHED: .....

TELEPHONE: ..... FAX: .....

INVOICE / STATEMENT ADDRESS: .....

..... POSTCODE: .....

ACCOUNTS CONTACT NAME: ..... EMAIL ADDRESS: .....

TELEPHONE: ..... FAX: .....

REQUIRED CREDIT LIMIT: £..... OFFICIAL ORDER NUMBERS ONLY ❐

BUSINESS STATUS: LTD ❐ SOLE TRADER ❐ PARTNERSHIP ❐

FOR SOLE TRADER/PARTNERSHIPS:

1) NAME & HOME ADDRESS OF OWNER/PARTNER: .....

..... POSTCODE: .....

YEARS AT PRESENT ADDRESS: ..... TELEPHONE: .....

2) NAME & HOME ADDRESS OF OWNER/PARTNER: .....

..... POSTCODE: .....

YEARS AT PRESENT ADDRESS: ..... TELEPHONE: .....

IF YOU REQUIRE PLANT, PLEASE PROVIDE A COPY OF INSURANCE POLICY FOR HIRED IN PLANT ENCLOSED ❐

PLEASE PROVIDE TWO TRADE REFERENCES:

NAME: ..... NAME: .....

ADDRESS: ..... ADDRESS: .....

..... POSTCODE: .... POSTCODE: .....

TELEPHONE: ..... TELEPHONE: .....

BANK DETAILS:

ACCOUNT NAME: ..... BRANCH ADDRESS: .....

SORT CODE: ..... ACCOUNT NUMBER: .....

I / WE ACCEPT AND AGREE TO COMPLY WITH BALLOO HIRE CENTRES TERMS & CONDITIONS. I / WE CONFIRM THAT ALL INFORMATION IS TRUE & COMPLETE.
I / WE GIVE MY / OUR CONSENT TO A CREDIT SEARCH BEING MADE ON ME / US AS OWNER(S) / PARTNER(S) OR DIRECTOR(S) OF THIS ORGANISATION BOTH NOW AND AT ANY FUTURE DATE. I UNDERSTAND THIS SEARCH WILL BE RECORDED BY THE AGENCY AND MAY BE DISCLOSED TO SUBSEQUENT ENQUIRERS.

SIGNATURE: ..... POSITION: .....

PRINT NAME: ..... DATE: .....

INTERNAL USE

DATE APPROVED: APPROVED BY: LIMIT: £ OPENED BY:

Please see reverse for Terms & Conditions

Terms & Conditions

INTERPRETATION

In these conditions the following words have the following meanings:

"**Account Application Form**" means the Customer's application form setting out the Customer's particulars and including (if any) any terms of payment agreed with the Supplier in addition to those set out in these terms and conditions;

"**Contract**" means the contract which incorporates the Invoice and these conditions and made between the Customer and the Supplier for the hire of Hire Goods and/or the sale of Products;

"**Customer**" means any person, firm, company or other organisation hiring Hire Goods and/or purchasing Products including any financing company;

"**Deposit**" means any payment required by the Supplier in relation to the hire of Hire Goods and which is to be held as security by the Supplier in respect of the safe return of such Hire Goods at the end of the Hire Period;

"**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, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"**Hire Goods**" means any machine, article, tool, and/or device together with any accessories specified in the Invoice or Order Form which are hired to the Customer;

"**Hire Period**" means the period commencing on the day that the Customer takes physical possession or control of the Hire Goods (including Saturdays, Sundays and Bank Holidays) and ending on the day: on which (i) the Invoice details as being the final day of hire of the Hire Goods (ii) the Hire Goods are placed backinto the physical possession or control of the Supplier or (iii) the Customer has paid all charges detailed in any Invoice in relation to Hire Goods which the Customer wishes to purchase, whichever day is the later.

"**Invoice**" means any invoice or hire contract issued by the Supplier to a Customer in relation to the hire of Hire Goods or the sale of Products.

"**Order Form**" means the purchase/hire order form setting out the quantity and description of the Hire Goods and/or the Products to be hired and/or purchased by the Customer;

"**Liability**" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"**Products**" means the products sold to the Customer by the Supplier and specified in the Invoice;

"**Rental**" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

"**Supplier**" means Balloo Hire Centre Limited of 21 Balloo Drive, Balloo Industrial Estate, Bangor, County Down BT19 7QY and such expression shall include its employees, servants, agents and/or duly authorised representatives;

"**Services**" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods and/or the purchase of products including any delivery and/or collection service for the Hire Goods and/or the Products.

2. BASIS OF CONTRACT

2.1 Subject to any variation under condition 2.2, the Contract shall be on the conditions set out in the Invoice and the conditions contained herein to the exclusion of all other terms and conditions whatsoever. No terms or conditions which the Customer purports to apply under any other order or other document shall form part of the Contract.

2.2 These conditions apply to all the Supplier's hire of the Hire Goods and sale of the Products and any representation about the Hire Goods and/or the Products shall have no effect unless expressly agreed in writing and signed by the Supplier. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out herein. Nothing in this condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.

2.3 Each issue by the Supplier of an Order Form for the Hire Goods and/or the purchase of Products shall be deemed to be an offer by the Customer to hire the Hire Goods and/or buy the Products subject to these conditions. No order placed by the Customer shall be deemed to be accepted by the Supplier until an Invoice is issued by the Suppler or (if earlier) the Supplier delivers the Hire Goods and/or the Products to the Customer.

2.4 The quantity and description of the Hire Goods and/or the Products shall be as set out in the Invoice. All samples, descriptive matter, specification and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's materials are issued or published for the sole purpose of giving an approximate idea of the Hire Goods and/or the Products described therein. They shall not form part of the Contract and any such Contract is not a hire or sale by sample.

2.5 The quantity of any Hire Goods and/or Products as recorded by the Supplier upon despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

2.6 Any dates specified by the Supplier in any Invoice for delivery of the Products are intended to be an estimate only and time for delivery shall not be made of the essence by the Invoice. If no dates are so specified, delivery shall be within a reasonable time. The Customer shall not be entitled to terminate or rescind the Contract unless such delay in delivery exceeds 30 days.

2.7 If on any day and for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Supplier is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations or made appropriate provisions to allow delivery to take place, on that day:

2.7.1 risk in the Products shall pass to the Customer;

2.7.2 the Products shall be deemed to have been delivered; and

2.7.3 the Supplier may store the Products until delivery is effected, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

2.8 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.

2.9 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any other Hire Goods is not covered by the Consumer Credit Act 1974.

2.10 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

3. PAYMENT

3.1 The amount of any Deposit, Rental, price for the Products and/or charges for any Services shall be as quoted to the Customer and recorded in the Order Form. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

3.2 The Customer shall pay the Rental for any Hire Goods together with charges for any Services or any other sums payable under the Contract relating to those Hire Goods in cash on the last working day of the month following the month of invoice unless an earlier date is specified in the Account Application Form whereupon payment must be received by that date.

3.3 The Customer shall pay the price for any Products together with charges for any Services or any other sums payable under the Contract relating to those Products in cash on or prior to delivery by the Supplier.

3.4 The Rental for Hire Goods, price for Products and charges for Services are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.5 *All payments payable to the Supplier under the Contract shall become due immediately on its termination notwithstanding any other provision to the contrary herein.

3.6 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.7 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

3.8 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.9 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods, the sale of the Products and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4. RISK, OWNERSHIP AND INSURANCE

4.1 Subject to condition 2.7, risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the expiration of the Hire Period. This shall apply even if the Supplier has agreed to cease charging the Rental but the Hire Goods remain in the physical possession and /or control of the Customer. For the avoidance of doubt, in the event that the Customer has requested that the Supplier sells Hire Goods to it, risk in the Hire Goods (but not title or ownership) shall remain with the Customer at all times pending the completion of such purchase by it.

4.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer.

4.4 Ownership of any Products remains with the Supplier until all monies payable for such Products and all other sums which are or which become due to the Supplier from the Customer on any account have been paid in full.

4.5 Until ownership of the Products has passed to the Customer, the Customer shall:

4.5.1 hold the Products on a fiduciary basis as the Supplier's bailee;

4.5.2 store the Products (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;

4.5.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

4.5.4 maintain the Products in satisfactory condition.

4.6 The Supplier shall be entitled to recover payment for the rProducts notwithstanding that ownership of any of the Products has not passed from the Supplier.

4.7 Where the Supplier is unable to determine whether any Products are goods in respect of which the Customer's right to possession has terminated, the Supplier shall be deemed to have sold all goods of the kinds sold by the Supplier to the Customer in the order in which they were invoiced to the Customer.

4.8 The Customer must not deal with the ownership or any interest in the Hire Goods or in the Products until such time as or unless ownership in such Hire Goods or Products has passed to the Customer. 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. The Customer may only re-hire the Hire Goods or the Products to a third party with the prior written consent of the Supplier.

4.9 The Customer is solely responsible for determining what, if any, insurance it may require in connection with any Products or Hire Goods and the arrangement and payment for same. If requested by the Customer, the Supplier may at its discretion provide reasonably priced insurance in respect of the Hire Goods and/or the Products (where ownership in such Products has not yet passed to the Customer) at an additional cost to the Customer. Alternatively the Supplier may require the Customer to nsure such Hire Goods and/or Products on such reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance that relate directly to such Hire Goods and/or Products shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of such Hire Goods and/or Products and/or any associated insurance without the Supplier's written consent.

5. DELIVERY, COLLECTION AND SERVICES AND QUALITY OF PRODUCTS

5.1 It is the responsibility of the Customer to collect the Hire Goods and/or the Products from the Supplier and to return the Hire Goods to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Hire Goods and/or the Products to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

5.2 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such persons they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such persons and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

5.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, subcontractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence and comply with all relevant health and safety legislation and regulations and all applicable industry standard codes of practice.

5.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations under the Contract the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

5.5 The Supplier warrants that (subject to the other provisions of these conditions) upon delivery the Products shall:

5.5.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

5.5.2 be reasonably fit for any particular purpose for which the Products are being bought if the Customer had made known that purpose to the Supplier in writing and the Supplier has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of the Supplier.

5.6 The Supplier shall not be liable for a breach of any of the warranties in condition 5.5 unless:

5.6.1 if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Customer discovers or ought to have discovered the defect the Customer gives written notice of the defect to the Supplier; and

5.6.2 the Supplier is given a reasonable opportunity after receiving such notice to examine such Products and the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Supplier's cost for the examination to take place.

5.7 The Supplier shall not be liable for a breach of any of the warranties in condition 5.5 if:

5.7.1 The Customer makes any further use of the Products after giving such notice; or

5.7.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or

5.7.3 the Customer alters or repairs such Products without the written consent of the Supplier.

5.8 Subject to conditions 5.6and 5.7, if any of the Products do not conform with any of the warranties in condition 5.5 the Supplier shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract price provided that, if the Supplier so requests, the Customer shall, at the Supplier's expense, return the Products or the part of such Products which is defective to the Supplier.

5.9 If the Supplier complies with condition 5.8 it shall have no further liability for a breach of any of the warranties in condition 5.5 in respect of such Products.

5.10 Any Products replaced shall belong to the Supplier.

6. CARE OF THE HIRE GOODS AND THE PRODUCTS

6.1 The Customer shall in respect of any Hire Goods and/or Products (where ownership in such Products has not yet passed to the Customer):-

6.1.1 not remove any labels from and/or interfere with them, their working mechanisms or any other parts of them and shall take reasonable care of them and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to them;

6.1.3 take adequate and proper measures to protect them from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of them;

6.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect them including procuring access to any property where they are situated;

6.1.6 keep them at all times in its possession and control and not remove them from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to them required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to them;

6.1.9 not continue to use them where they have been damaged and will notify the Supplier immediately if they are involved in an accident resulting in damage to them, other property and/or injury to any person; and

6.1.10 where they require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, they are properly installed by a qualified and competent person.

6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

7. BREAKDOWN OF THE HIRE GOODS

7.1 Allowance will be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown.

7.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

8. LOSS OR DAMAGE TO THE HIRE GOODS AND/OR THE PRODUCTS

8.1 If the Hire Goods and/or the Products (where ownership in such Products has not yet passed to the Customer) are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in them the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return them to a condition fit for re-hire or sale and in the case of Hire Goods to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.

8.2 The Customer will pay to the Supplier the replacement cost of any Hire Goods and/or Products (where ownership in such Products has not yet passed to the Customer) which are lost, stolen and/or damaged beyond economic repair less the amount paid to the Supplier under any policy of insurance taken out in accordance with these conditions.

8.3 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for suchHire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.

9. CONTRACT FOR HIRE GOODS - TERMINATION BY NOTICE

9.1 If a Contract for the hire of Hire Goods has a fixed duration as specified in the Order Form, subject to the provisions of condition 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

9.2 If a Contract for the hire of Hire Goods does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

9.3 If no period of notice in respect of a Contract for the hire of Hire Goods has been agreed or specified the Customer may terminate the Contract by the physical return of the Hire Goods to the Supplier.

9.4 The Supplier shall be entitled to terminate a Contract for the hire of the Hire Goods by giving not less than 14 days notice to the Customer at any time.

10. DEFAULT

10.1 If the Customer:-

10.1.1 fails to make any payment to the Supplier when due;

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

10.1.3 persistently breaches the terms of the Contract;

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

10.1.5 pledges, charges or creates any form of security over any Hire Goods and/or Products (where ownership in such Products has not yet passed to the Customer) or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/ diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;

10.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/ diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

10.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and/or

10.1.8 appears reasonably to the Supplier to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in condition 10.2 below.

10.2 If any of the events set out in condition 10.1 above occurs in relation to the Customer then:-

10.2.1 except where the Customer is acting as a consumer, the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods and/or Products owned by the Supplier may be and repossess any such Hire Goods and/or Products;

10.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

10.2.3 the Supplier may immediately cancel, terminate and/or suspend without liability to the Customer the Contract and/or any other contract with the Customer; and/or

10.2.4 *all monies owed by the Customer to the Supplier shall immediately become due and payable.

10.3 Any repossession of Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods and/or the Products.

10.4 Upon termination of the Contract the Customer shall immediately:

10.4.1 return the Hire Goods and/or the Products owned by the Supplier to the Supplier or make such Hire Goods and/or such Products available for collection by the Supplier as requested by the Supplier; and

10.4.2 pay to the Supplier all arrears for Rentals, charges for any Services, monies for any Products and/or any other sums payable under the Contract.

11. LIMITATIONS OF LIABILITY

11.1 *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.

11.2 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

11.3 Any defective Hire Goods and/or Products must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any liability for them.

11.4 *The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods, the Products and/or the Services have not been paid in full by the due date for payment.

11.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods, Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

11.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

11.7 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

11.8 The Supplier shall have no Liability to the Customer for any:-

11.8.1 *consequential losses (including loss of profits and/or damage to goodwill);

11.8.2 economic and/or other similar losses;

11.8.3 special damages and indirect losses; and/or

11.8.4 business interruption, loss of business, contracts and/or opportunity.

11.9 *The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed the Rental and/or the price of the Products (and charges for Services (if any)) under that Contract. To the extent that any Liability of the Supplier to the Customer would be met by any insurance `of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

11.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

11.10.1 Liability for breach of contract;

11.10.2 *Liability in tort/delict (including negligence); and 11.10.3 *Liability for breach of statutory and/or common law duty; except clause 11.9 above which shall apply once only in respect of all the said types of Liability.

11.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12. GENERAL

12.1 Upon termination of the Contract the provisions of conditions 3.2, 3.5, 3.6, 8.1, 8.2, 8.3 and Section 6 shall continue in full force and effect.

12.2 Each hire of an item of Hire Goods or purchase of Products shall form a distinct Contract which shall be separate to any other Contract relating to such Hire Goods or Products.

12.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

12.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

12.5 *No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision 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.

12.6 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

12.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract