

# *WFE Safety*

## Client Hire pack

Thank you for coming to *WFE Safety* for your specialist hire equipment.

*What you get when you hire from WFE and the process when hiring.*

Complete and submit the following:

- Agreement for the Hire of Equipment & Credit check.
- Go online or talk to one of our team about your needs.  
[sales@wfesafety.com](mailto:sales@wfesafety.com) +44 (0)1745 339100
- A bespoke Quotation will be created for you.
- Place your order
- The equipment is then put together for you and dispatched the day you require.
- When dispatched a copy of the certification is sent directly to the email supplied by you.
- Each month you will receive a report of the hire equipment supplied and an invoice for that month.
- When the equipment is returned to us you will receive an automated email to let you know that it has been received.
- Within a week of the goods arriving back with us you will receive the invoice for the equipment returned. Any equipment still outstanding will be detailed on the report that accompanies the invoice and will remain chargeable until its return.
- If you hire Working at height equipment that needs to be reinspected after 6 months or Marine Safety equipment that requires 12-month inspections, we will arrange to have replacements sent out to you so the existing hire equipment can be returned. This will give you continuous use of the equipment you have hired.

**Talk to our team about any other equipment you may need to hire or purchase for your project, and they will help you source it.**

## Agreement for the Hire of Equipment

This Agreement is made on the ..... Day of ..... 20.....

Between: **Wind Farm Equipment Ltd.(WFE Safety)** ("owner")

And: .....

Of .....  
 .....("Hirer")

Agreed customer contact for all correspondence for equipment updates and invoicing.

Name: .....

Email: .....

Tel: .....

*(any changes in these contact details are the responsibility of the hirer and the owner must be informed immediately to allow the on-time invoicing and payment of monies outstanding)*

**Definitions**

The owner is the proprietor and supplier of the plant and equipment ("equipment") listed in the schedule to this Agreement ("schedule").  
 The Hirer will hire or request services in relation to the hire of the equipment specified in the schedule from the owner upon the terms and conditions in this Agreement.  
 The hire agreement terms can be updated on a periodic basis and it is a condition of the hire agreement that any new and continuous hires are under the new arrangement and conditions of hire. Please check the web site for hire agreement updates which will apply to all ongoing hire. You can request an UpToDate hire agreement from [sales@wfesafety.com](mailto:sales@wfesafety.com). Any changes in the pricing schedule will be sent to Clients prior to the following months invoicing.

**Operative Part:**

**1. Hire of equipment**

- The hiring of the equipment will commence from the commencement date specified by Wind Farm Equipment Ltd (WFE Safety) and continue for the term agreed by WFE & the Hirer
- The Hirer is entitled to use the equipment for the hire period and for any agreed extension of the period.
- The Hirer agrees to return the goods to the address of the owner on or before the end of the hire period as outlined  
 Return address: Station Goods Yard, Coast Road, Mostyn, Flintshire, CH8 9HF UK
- The owner will not refund any hire charge monies if the Hirer elects to return the equipment prior to the end of the agreed hire period (minimum 7 days), regardless of reason.

**2. Payment for rental**

- The Hirer agrees to pay the owner the hire fee specified in the Invoice for the equipment for the hire period, which may include any applicable costs (repairs, damages or cleaning), if a charge is applicable. If costs for repair or replacement are not settled within the standard terms, the Hirer is liable for hire charges at the standard hire rate, from the due date of settlement of the invoice until payment is cleared.
- The hire fee must be paid on Account within the 30 days payment requirement based on the invoice production date.
- All business is subject to our TERMS AND CONDITIONS OF HIRE AND REPAIRS. Payment of invoices is due 30 days from the date of invoice and if the customer fails to pay any invoice by due date, interest shall become payable on all overdue amounts calculated at a daily rate equivalent to 8% per annum above the base rate of the Bank of England, and the client will be liable to reimburse all costs and expenses, including legal costs incurred in collection of any overdue amount.

**3. Use, operation and maintenance**

- The Hirer agrees that the use of the equipment carries with its dangers and risks of injury and the Hirer agrees to accept all dangers and risks/Responsibility for correct safe use
- The equipment shall not be used by anyone other than the Hirer without the expressed permission of the owner and must be suitably trained in the use of the equipment. The Hirer is responsible for ensuring the correct level of training for the personnel using this equipment and WFE accept no responsibility for this aspect.

- The Hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its manufacturer specified intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.
- The Hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
- The Hirer shall ensure the equipment is returned to the owner clean and serviceable.
- **Hire management portal and app.** The free of charge use of the client hire portal and `WFE Inspection` app does not negate the responsibility on the hire within this agreement. This is a tool to assist the client in managing the hire equipment while it is under their control. The ultimate responsibility is to the hire of the equipment to return it as laid out in this agreement.

#### 4. Hirer's warranties

The Hirer warrants that:

- the equipment will be used in accordance with the conditions outlined in manufacturer documentation;
- the particulars in the schedule are correct in every respect and are not misleading in any way including, without limitation, by omission;
- the equipment will not be used for any illegal purpose;
- the Hirer will not under any circumstances, without prior written consent of the owner, modify, or permit any modification of, the equipment in any way; and
- the Hirer agrees that the equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose. WFE Safety may advise without prejudice, when required on the suitability of equipment for the job. but ultimately the responsibility for safe use and selection of equipment for the job lies with the Hirer.

#### 5. Indemnity

- To the full extent permitted by law the Hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

#### 6. Loss, damage or breakdown of plant and equipment

- The Hirer will be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the hire period.
- If there is a breakdown, failure or survival situation of the equipment then the Hirer shall return the equipment to the owner at the Hirer's expense and the Hirer shall not attempt to repair the equipment. All emergency usages of this equipment (Falls at height, acervation of life jacket or beacon or any occurrence that may put additional inappropriate stress on the equipment) must be reported to the owner

#### 7. Insurance

- The owner will maintain current insurance policies in respect of the equipment to its full insurable value while it is in the owner's possession and being delivered to the Hirer. There after the equipment is the responsibility of the hire until it is returned to the owner at the delivery address stated in this agreement. Any loss or damage to the equipment during the hire period will be the responsibility of the Hirer including the period while it is in transit back to the owner.

#### 8. Liability

- The Hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the equipment.

#### 9. Title to goods

- The Hirer acknowledges that the owner retains title to the equipment and that the Hirer has rights to use the equipment as a mere bailee only. The Hirer does not have any right to pledge the owner's credit in connection with the goods and agrees not to do so.
- The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the equipment.

#### 10. Repossession

- The owner may retake possession of the equipment if the Hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
- If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.
- Any costs incurred in the recovery of the equipment will be chargeable to the client.
- The hire agrees to make the equipment available to be collected by the owner including granting access to the property at which it is being stored or site where it is being used. If the site is owned by a third party and access is restricted it is the Hirers responsibility to arrange the removal of this equipment to a place where it can be collected by or dispatched to the owner.

#### 11. Completion of the hire period

The hire period is completed when the equipment has been returned to the owner:

- in the same condition as when it was hired; and
- on or by the date and time outlined in the schedule.
- Or at the end of any mutually agreed extension period to the hire

#### 12. Severance

- If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

#### 13. Governing law

- This Agreement is governed by English Law. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.

## 14. Interpretation

In this Agreement, unless the context otherwise requires:

- A reference to the singular includes the plural and vice versa;
- A reference to any party to this Agreement includes the party's executors, administrators, successors or permitted assigns, and where applicable, its servants and agents;
- A reference to an individual shall include corporations and vice versa; and
- If a word or expression is defined, its other grammatical forms have a corresponding meaning.
- In this Agreement, headings are for convenience only and do not affect interpretation.

## TERMS AND CONDITIONS OF HIRE AND REPAIRS

### 1. INTERPRETATION

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

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

**"Hirer"** means the person, firm, company or other organisation hiring Hire Goods and/or contracting for the Services;

**"Deposit"** means any advance payment required by the owner in relation to the Hire Goods which is to be held as security by the Supplier;

**"Hire Goods"** means any PPE, Equipment, machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer;

**"Hire Period"** means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events: i) the physical return of the Hire Goods by the Customer into the Suppliers possession: or ii) the physical repossession or collection of Hire Goods by the Supplier;

**"Liability"** means any 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;

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

**"owner"** means WFE Registered in England & Wales No. 8079417, trading as Wind Farm equipment Ltd. as a supplier or owner of hire services or sale of equipment

**"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 including any delivery and/or collection service for the Hire Goods or in conjunction with the repairing and/or servicing of Equipment (and "Service" shall be interpreted accordingly).

**"Equipment"** means any item of equipment, hardware and/or equipment that the Customer requires to be serviced and/or repaired by the Supplier

### 2. BASIS OF CONTRACT

2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer.

2.2 Where hire of the 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 shall not exceed 3 months. Accordingly, the hire of any Goods is not covered by the Consumer Credit Act 1974 section 15. Any client requiring an extended period of hire beyond the 3 months will automatically move the hire to a new term agreement that will be activated automatically by WFE unless the client informs WFE of cancellation of the hire. The new hire agreement will assume the original agreement unless agreed by both parties. It is assumed that if the hire agreement is to extend beyond the period of 3 months that the original agreement signed by the hire will constitute the acceptance of the extended period beyond 3 months for the duration of the hire and the agreed extension periods.

2.3 Nothing in the Contract shall exclude or limit any statutory rights of the Customer acting as a Consumer within the meaning of s12 of the Unfair Contract Terms Act 1977. Any provision which would be void under any consumer protection legislation or other such legislation in force from time to time shall, to that extent have no force or effect.

### 3. PAYMENT

3.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. 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, charges for any Service, monies for any Products and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed. The Supplier's prices are exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.3 The time for any payments by the Customer under a Contract shall be of the essence. Payment shall not be deemed to be made until Supplier has received either cash or cleared funds in respect of the full amount outstanding. All payments must be made within 30 days of the invoice date.

3.4 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 judgement) on the amount unpaid at the rate of 8% above the base rate from time to time of the Supplier's bank. Such interest shall be compounded with quarterly rests. The owner will reserve the right to charge the late payment penalty in accordance with the debtor will be charged a compensation fee in line with the 'Commercial Debts (interest) Act 1998' That sum shall be- (a)for a debt less than £1000, the sum of £40; (b)for a debt of £1000 or more, but less than £10,000, the sum of £70; (c)for a debt of £10,000 or more, the sum of £100. Unfortunately, there is no exception to this, and we would urge the client to pay promptly to avoid these additional costs.

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

3.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for the hire of the Hire Goods 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.

3.7 If there are any enquiries or questions about the contents or calculation of invoices issued to the client this must be addressed prior to the 30-day credit period. After that period the client accepts that all invoices presented are correct and will be liable for the full payment. If there is an error in these invoices that is identified and agreed by both parties after this period it is at the discretion of the owner to return any monies deemed to be over charged or any discounts granted in lieu of further business.

### 4. RISK TITLE AND INSURANCE

4.1 Risk in the Hire Goods and any Products will pass immediately to the Hirer when they leave the physical possession or the control of the Supplier.

4.2 Risk in the Hire Goods will not pass back to the Supplier from the Hirer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the rental.

4.3 Title in the Hire Goods remains at all times with the owner. The Hirer has no right, title or interest in the Hire Goods. Title in any Products remains with the owner before during and after the hire period and any extension periods.

4.4 The Customer must not deal with the title or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exerting a lien and/ or lending. However, the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

4.5 The owner may provide insurance in respect of the Hire Goods at additional cost to the rental. Alternatively, the Supplier may require the Customer to ensure the Hire Goods on such reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance shall be held by the Hirer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

## 5. DELIVERY, COLLECTION AND SERVICES

- 5.1 It is the responsibility of the Hirer to collect and return the Hire Goods from the Supplier. If the owner agrees to deliver the Hire Goods to the Customer it will do so at its standard delivery costs which will form part of any Service. It is the responsibility of the Hirer to return the equipment at the end of the hire period
- 5.2 For extended hire periods that require the equipment to be recertified for use during the contract, the owner will exchange the equipment free of charge within the UK. Any equipment that is sent to or received from outside the United Kingdom will carry an additional fee less the standard UK rate. All working at height equipment must be exchanged and recertified every 6 months. (Harnesses, lanyards, head protection, Rescue kits etc.) All marine safety equipment must be exchanged and recertification at 12 months. (Life jackets, beacons and immersion suits) If the Hirer requires a shorter period of inspection and consequent exchange of the equipment this is to be arranged and agreed at the point of this contract and may carry an additional fee.
- 5.3 Where the owner provides Services the persons performing the Services are servants of the Hirer and are under the direction and control of the Hirer. The Hirer shall be solely responsible for any instruction, guidance and/or advice given by the Hirer to any such person and for any damage which occurs as a result of such persons following the Hirer's instructions, guidance and/or advice.
- 5.4 The Hirer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to power supplies for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Hirer 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.
- 5.5 If any Services are delayed and/or are cancelled due to the Customer failing to comply with its obligations, the Hirer will be liable to pay the owner's additional standard charges from time to time for such delay, postponement and/or cancellation.

## 6. CARE OF HIRE GOODS

- 6.1 The Hirer shall;
- 6.1.1 not interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of Hire Goods 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 Hirer and notify the owner immediately after any use of life saving equipment, breakdown, loss and/or damage to the Hire Goods;
- 6.1.2 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
- 6.1.3 notify the Supplier of any change of its address and upon the Supplier's request, provide details of the location of the Hire Goods and permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated. Where access to the property is not possible the Hirer is responsible for any transportation costs incurred to relocate the goods to a suitable place of inspection.
- 6.1.4 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Supplier;
- 6.1.5 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods 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 the Services;
- 6.1.6 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods; Terms of this insurance are available upon request
- 6.1.7 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
- 6.1.8 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type is used and that, where appropriate, the Hire Goods are properly fitted 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 (everyday grime excepted) together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

## 7. BREAKDOWN

- 7.1 Allowance will be made in relation to the Rental to the Hirer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear on condition that the Hirer informs the owner immediately of the breakdown.
- 7.2 The Hirer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the owner arising from any breakdown of the Hire Goods due to the Hirer's negligence, misdirection and/or misuse of the Hire Goods.
- 7.3 The owner 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 Hirer 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 and/or an inherent fault.
- 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

- 8.1 Subject to valid insurance claims that are paid out, the Hirer will assume, If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear the Hirer shall be liable to pay the owner for the cost of any repair and/ or cleaning required to return the Hire Goods to a condition fit for re-hire and the Rental until such repairs and/or cleaning have been completed.
- 8.2 The Hirer will pay to the Supplier the replacement cost on a new for old basis of Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the owner under any policy of insurance taken out in accordance with these conditions.
- 8.3 The Hirer shall also pay to the owner the hire until the owner has been paid the amount representing the replacement cost of such Hire Goods.

## 9. TERMINATION BY NOTICE

- 9.1 If the Hire Period has a fixed duration neither the Hirer nor the owner shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party unless the Hirer has breached this agreement in any way.
- 9.2 If the Hire Period does not have a fixed duration either of the Hirer 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 has been agreed or specified the Hirer may terminate the Hire Period by the physical return of the Hire Goods and the owner shall be entitled to terminate the Hire of the Hire Goods by giving not less than 14 days' notice to the Hirer.
- 9.4 Non-payment of invoices or any monies due will constitute a breach of the contract and the owner will have the right to Terminate the agreement and recover the equipment. Any cost incurred as a result of these actions will be added to the client's final invoice for the hire and will fall under the normal terms for payment.

## 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, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings or has a Bankruptcy Petition presented against it, or being a company, enters into voluntary or compulsory liquidation, has a receiver, administrative receiver appointed over all or any of its assets, any attachment order is made against the Hirer or any distress, execution or other legal process is levied on any property of the Hirer or the Hirer takes or suffers any similar action in any jurisdiction;
- 10.1.6 appears to the Supplier due to the Hirer r's credit rating to be financially inadequate to meet its obligations under the Contract; and/or

- 10.1.7 appears responsibly to the owner to be about to suffer any of the above events then the owner shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.
- 10.2 If any of the events set out in clause 10.1 above occurs in relation to the Hirer then:-
- 10.2.1 the owner may enter, without prior notice any premises of the Hirer (or premises of third parties with their consent) where Hire Goods owned by the owner may be and repossess any Hire Goods;
- 10.2.2 the owner may withhold the performance of any Service and cease any Service in progress;
- 10.2.3 the owner may cancel, terminate and/or suspend without liability to the Hirer the Contract and/or any other contract with the Customer; and/or
- 10.2.4 all monies owed by the Hirer to the owner shall immediately become due and payable.
- 10.3 Any repossession of the Hire Goods shall not affect the Supplier's right to recover from the Hirer any monies due under the Contract and/or any damages in respect of any antecedent breach.
- 10.4 Upon termination of a contract the Hirer shall immediately:
- 10.4.1 return the Hire Goods to owner or make the Hire Goods available for collection by the owner as requested by the owner, and
- 10.4.2 pay to the owner 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 Unless the Hirer deals as a consumer within the meaning of s12 of the Unfair Contract Terms Act 1977:
- 11.1.1 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.
- 11.1.2 All warranties, representations, terms, conditions and duties implied by law in relation provision of Services and to the use of reasonable care and skill, reasonable time for performance and reasonable consideration shall be excluded from this Contract.
- 11.2 If the Hirer is found to be liable in respect of any loss or damage to the owner's property the extent of the Hirer's Liability will be limited to the retail cost of the replacement of the damaged property.
- 11.3 Any defective Hire Goods must be returned to the owner for inspection if requested by the owner before the owner will have any Liability for defective Hire Goods.
- 11.4 The owner shall have no Liability to the Hirer if any monies due in respect of the Hire Goods and/or the Service have not been paid in full by the due date for payments.
- 11.5 The owner shall have no Liability for additional damage, loss, claims, costs or expenses caused or contributed to by the Hirer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Hirer.
- 11.6 The Hirer shall give the owner a reasonable opportunity to remedy any matter for which the owner is liable before the Hirer incurs any costs and/or expenses in remedying the matter itself. If the Hirer does not do so the owner shall have no liability to the Hirer.
- 11.7 The owner shall have no liability to the Hirer to the extent that the Hirer is covered by any policy of insurance arranged as a result of the Contract and the Hirer shall ensure that the Hirer's insurers waive any and all rights of subrogation they may have against the owner.
- 11.8 The owner shall have no liability to the Hirer 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 business opportunity.
- 11.9 The owner's total Liability to the Hirer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1000 whichever is the higher.
- 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 (including negligence); and/or
- 11.10.3 Liability for breach of statutory 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 owner for death or personal injury due to its negligence or any other Liability which it is not permitted to exclude or limit as a matter of law.

## 12. GENERAL

- 12.1 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 12.2 The Hirer 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.
- 12.3 The Hirer agrees to indemnify and keep indemnified the owner 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 owner and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Hirer.
- 12.4 No waiver by the owner of any breach of the Contract shall be considered as a waiver for 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 the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 12.5 The owner shall have no Liability to the Hirer for any delay and/or non-performance of a Contract to the extent that such delay is due to any events outside the owners reasonable control including but not limited to acts of God, war, flood, fire, labour/disputes, strikes, subcontractors, lockouts, riots, civil commotion, malicious damage, explosion, governmental actions, country pandemic restrictions and any other similar 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.
- 12.6 All third-party rights are excluded, and no third parties shall have any rights to enforce the Contract. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to exclusive jurisdiction of the English courts.
- 12.7 The owner's Terms of and Conditions of Sale will apply to all Products sold and in the event of conflict between the owner's Terms of and Conditions of Sale and the owner's Conditions for Hire and Repair, the owners' Terms of and Conditions of Sale will prevail. Copies of the owners Terms of and Conditions of Sale are available on request.
- 12.8 It is the Hirer responsibility to ensure that everyone who uses the Hire Goods is properly instructed on how to use them safely and correctly and they have all the instructions the owner has supplied and that the Hire Goods are not misused.

## 13. DATA PROTECTION

- 13.1 In order to maintain and manage credit accounts the owner will undertake searches of credit reference agencies and other organisations who may also keep a record of that search. These enquiries may concern the directors and principals of a Limited Company.
- 13.2 The Supplier will monitor and record information relating to the Hirer's trade performance and such information may be shared with other organisations such as collection agents and lawyers to enable recovery of sums due to the owner and any others who may use the information when managing credit accounts or assessing further credit applications by the Hirer.

**SUPPLEMENTAL TERMS FOR EQUIPMENT REPAIR/SERVICING**

**14. TERMS APPLY IN ADDITION**

14.1 Where the owner repairs or services equipment for the Hirer these supplemental terms will apply in addition to the terms set out above.

**15. PAYMENT**

15.1 The owner may require an initial payment on account of the Services in advance.  
15.2 In addition to the quoted price for the Services the owner may also charge a reasonable administration charge to the Hirer.  
15.3 In the absence of contrary agreement, and subject to clause 15.2, payment will be due when the owner informs the Hirer that the Services have been completed and the equipment are ready for collection.  
15.4 The owner may exercise a lien over the Equipment until the Hirer has paid all sums due to the Supplier under the Contract. Accordingly, the Supplier has the right to retain possession of the Equipment until payment is made.  
15.5 If any sum remains outstanding under the Contract for a period in excess of 3 months then title in the equipment shall pass to the owner and the owner shall have the right of sale over the Equipment. If the owner exercises such right of sale then any balance of the sale proceeds shall be paid to the Hirer after the deduction of the sums due to the owner under the Contract.

**16. RISK**

16.1 Risk in the equipment will remain with the Hirer at all times. The owner shall not be responsible for any loss or damage caused to or suffered by the Tools whilst they are in the possession of the Hirer however caused. This excludes any manufacturer latent or inherent defects.

**17. DELIVERY AND COLLECTION**

17.1 It is the responsibility of the Customer to deliver and collect the equipment to and from the Supplier. If the Hirer fails to collect the equipment from the owner within 3 months of the owner making the owner available for collection then the owner may dispose of the Tools as the owner sees fit without any further obligation or liability to the Hirer. In such circumstances the owner may charge the Hirer for its reasonable storage and disposal costs.  
17.2 The owner may agree to collect or deliver the Tools from/to the Hirer. Such collection/ delivery will be charged to the Hirer at the owner's standard rates which will be charged to the Hirer in addition to the costs of the Services and will be payable subject to the terms contained in the Contract.

**18. ABILITY TO PROVIDE SERVICES**

18.1 Nothing in the Contract nor any action of the owner shall be taken as a representation that, or form a binding agreement that, the owner will be able to carry out the Services in any particular case.  
18.2 If at any point the owner is unable to carry out the Services then the Hirer shall be informed of such inability within a reasonable period. In such circumstances the remaining terms and conditions of the Contract shall continue in force except that the owner may only charge the Hirer for its reasonable costs of investigation and any partial Services provided.  
18.3 The owner shall not be liable for any cost or loss to the Hirer caused by any failure or inability to complete the Services.

**19. TIME SCALE**

19.1 Time for the provision of the Services by the Supplier shall not be of the essence.  
19.2 The owner shall seek to provide the Hirer with an estimate of when the Services shall be completed however this is designed to be for guidance only and the Hirer recognises that the Services may not be completed within any such estimate. The owner shall not be liable for any cost or loss to the Hirer caused by any failure to complete the Services within any given estimate.

**20. EFFECT ON ANY MANUFACTURER'S WARRANTY**

20.1 The Supplier shall not be liable for any invalidation or other effect on any warranty, guarantee or any other agreement with the manufacturer of the equipment or any other party arising from the owner's provision of the Services. but this shall not affect any insurance or warranty as between the Hirer and the owner insofar as the equipment is used within the ordinary course of business practice and the terms of use set out by owner to Hirer.

**21. REFERRAL TO THIRD PARTIES**

21.1 Should the owner be unable to provide any Service requested by the Hirer then the owner may suggest a third party to provide this Service to the Hirer. Any such suggestion is made without any warranty or representation as to the third party's suitability or quality of workmanship and the Supplier shall not be liable for any loss or damage suffered by the Hirer arising from the provision of Services by any such third party.

**22. REVISION OF TERMS & CONDITIONS**

22.1 Wind Farm Equipment reserve the right to vary the terms and conditions at any time which are binding from the date of issue to both parties and will make the client aware of the changes before the next invoice period.

**Executed as an Agreement**

For and on behalf of Wind Farm Equipment Ltd ("the owner").

Authorised Person: Nick Longfield

Signature: 

Hirer: .....


Signature: .....

Date: .....

 <b>WFE Safety 2022 Hire Schedule</b> 				
Product Code	Description	Conformity	Daily hire Rate (min 7 days)	Contract hire 12 month (min 365)
<b>LIFE JACKETS</b>				
H-BA002	WIN TECH AIS Pro SOLAS Life Jacket 275N	SOLAS	£1.71	£1.46
H-IP102	WIN TECH SAR SOLAS Life Jacket 275N	SOLAS	£1.71	£1.46
H-IP103	WIN TECH AIS Life Jacket 275N	SOLAS	£1.71	£1.46
H-IP104	WIN TECH Challenger Life Jacket 275N	SOLAS	£1.71	£1.46
H-IP120	WIN TECH DECK JACKET 170N	ISO/EN	£1.71	£1.46
<b>PLBS</b>				
H-OS210	Ocean Signal RescueMe M100 - AIS + 121.5	EN303 098-6	£1.37	£1.17
H-IP112	Ocean Signal PLB1 406 & 121.5 MHz	1999/5/EC	£1.37	£1.17
H-OS112	Ocean Signal RescueMe MOB1	EN303 098-1	£0.86	£0.73
H-FT001	FT Tech SeaAngle SA15 AIS Flare	EN303 098-1	£0.86	£0.73
<b>TRANSIT SUITS</b>				
H-TY102	Win Tech Shock Suit Large	SOLAS	£3.25	£2.78
H-TY103	Win Tech Shock Suit XXLlarge	SOLAS	£3.25	£2.78
H-UT001	Win Tech Elite Transit Suit - Small	SOLAS	£3.25	£2.78
H-UT002	WIN TECH Elite Transit suit- Medium	SOLAS	£3.25	£2.78
H-UT003	WIN TECH Elite Transit Suit - Large	SOLAS	£3.25	£2.78
H-UT004	WIN TECH Elite Transit Suit - X Large	SOLAS	£3.25	£2.78
H-UT005	WIN TECH Elite Transit Suit - XXLlarge	SOLAS	£3.25	£2.78
H-UT098	URSUIT RDS Wind Energy Suit - Small	SOLAS	£3.25	£2.78
H-UT099	URSUIT RDS Wind Energy Suit - Medium	SOLAS	£3.25	£2.78
H-UT101	URSUIT RDS Wind Energy Suit - Large	SOLAS	£3.25	£2.78
H-UT102	URSUIT RDS Wind Energy Suit - X Large	SOLAS	£3.25	£2.78
H-UT103	URSUIT RDS Wind Energy Suit - XX Large	SOLAS	£3.25	£2.78
<b>HARNESSES</b>				
h-ly140	PETZL Volt C72AFA2 Harness Size 1 S/M	EN358	£1.55	£1.32
H-LY141	PETZL Volt C72AFA2 Work Positioning Harness Size 2 L/XL	EN361:2002	£1.55	£1.32
H-LY138	Petzl Volt Wind C72WFA1 Work Positng Harness Size 1 S/M	EN361:2002	£1.55	£1.32
M-LY139N	VOLT WIND SIZE 2 L/XL	EN358	£1.55	£1.32
H-CO011	CRESTO FUSUION S/M	EN361	£1.55	£1.32
H-CO010	CRESTO FUSUION L/XL	EN361	£1.55	£1.32
H-IM152	SKYLOTEC Ignite Proton Wind Harness M/XXL	EN361:2002	£1.55	£1.32
H-IM106	SKYLOTEC ARG 50 INTEGRAL CLICK Harness G-0050-IC	EN 358/361	£1.55	£1.32
H-IM119	SKYLOTEC ARG 51 G-0051-WS	EN358	£1.55	£1.32
H-IM155	Skylootec Ignite Proton Steel Wind M/XXL	EN361	£1.55	£1.32
H-HT010	HEIGHTEC Vortex Harness H34Q quick connect S/M	EN361:2002	£1.55	£1.32
H-HT011	HEIGHTEC Vortex Harness H34Q quick connect L/XL	EN361:2002	£1.55	£1.32
H-HT101	HEIGHTEC Cirrus Harness H33	EN361: 2002	£1.55	£1.32
H-HT102	HEIGHTEC Restraint Belt H00	EN 358	£1.55	£1.32
M-IM104M-L	MILLER REVOLUTION L	EN361	£1.55	£1.32
H CS116	DBI-SALAA® ExoFit NEXâ,,ç Wind Energy Harness, M 1113911	EN358:1999	£1.55	£1.32
H-CS117	DBI-SALAA® ExoFit NEXâ,,ç Wind Energy Harness, L 1113217	EN 361:2002	£1.55	£1.32



<b>WORK POSITIONER</b>				
H-IM107	SKYLOTEC Ergogrip SK12 2m Work Positioning	EN353-2:2002	£0.85	£0.73
H-IM102	SKYLOTEC Ergogrip Support WP Lanyard SK16 1.8m	EN353-2:2002	£0.85	£0.73
M-IM102	SKYLOTEC Ergogrip Support WP Lanyard SK16 1.8m	EN353-2:2002	£0.85	£0.73
H-IM112	MILLER HANDZUP system 3M	EN:358	£0.85	£0.73
H-HT104	HEIGHTEC Elite twin LANYARD 1.50m,	EN 355	£0.85	£0.73
M-CO014	CRESTO SIMO +	EN358	£0.85	£0.73
H-LY104	PETZL Grillon Hook 2M L52H 002	EN358:1999	£0.85	£0.73
<b>TWIN LANYARD</b>				
H-LY346	PETZL Absorbica -Y -MGO L64YAM 150 Twin Lanyards	EN362:2004	£1.20	£1.03
H-LY109	PETZL Absorbica Double Lanyard with Triact L64 YUM 80	EN362:2004	£1.20	£1.03
H-LY101	PETZL Double Absorbica Lanyards L64YAM 80	EN392:2004	£1.20	£1.03
H-LY345	PETZL Absorbica -Y -MGO L64YUM 150 twin Lanyards	EN362:2004	£1.20	£1.03
H-HT104G	HEEGHTEC Elite Twin Lanyard 1.5M	EN362	£1.20	£1.03
h-im101	SKYLOTEC Shockyard Flex V 1.8m	EN355:2002	£1.20	£1.03
H-IM160	SKYLOTEC Skysafe Pro Flex Twin Lanyards L-0623-1.8M	EN355:2002	£1.20	£1.03
H-SLG002	G Force 1.5 Mtr Restraint Lanyard c/w Scaff Hook	EN355	£1.20	£1.03
H-HT122	HEIGHTEC Piranha Adjustable Lanyard 2m Hook	EN358	£1.20	£1.03
H-LY105	PETZL Absorbica L59 MGO	EN355:2002	£1.20	£1.03
H-HT105	HEIGHTEC Elite Twin Lanyard 2M	EN355	£1.20	£1.03
H-CO013	CRESTO Double Lanyard 1.9M	EN354	£1.20	£1.03
H-CS104	DBI SALA EZ-Stop Shock Absorber 2.0M	EN355:2002	£1.20	£1.03
<b>CONNECTOR CARABINER</b>				
H-LY103	PETZL Omni Triact Carabiner M37 TL	EN362:2004	£0.35	£0.30
H-LY111	PETZL AMD Triact Carabiner M34A TL	EN362	£0.35	£0.30
H-LY113	Petzl WilliaCarabiner	EN362:2004	£0.35	£0.30
H-HT151	HEIGHTEC Oval Triact Carabiner	EN362	£0.35	£0.30
H-DM101	DMM Carabiner 30KN	EN362:2004/B	£0.35	£0.30
H-LY108	PETZL OK Oval Triact Carabiner M33A TL	EN362:2004	£0.35	£0.30
<b>SAFETY HELMETS</b>				
H-LY118	PETZL Helmet Alveo Best White A20BWA	EN397:1995	£0,35	£0.30
H-LY010	PETZL Vertex Comfortable	EN397	£0,35	£0.30
H-HT163	HEIGHTEC Duon Helmet RED (No-Vent) MH01W	EN397: 1995	£0,35	£0.30
H-HT160	HEIGHTEC Duon Helmet White (No-Vent) MH01W	EN397:1995	£0,35	£0.30
<b>HEAD LAMPS</b>				
H-AB002	PETZL PIXA 2 Headlamp 80 Lumens	CE	£0.35	£0.30
H-AB001	PETZL PIXA 1 Headlamp SKU : EZX6691	CE	£0.35	£0.30
<b>TRANSFER LANYARD</b>				
H-KF110	KONG FROG 2015 Connector with Captured DMM Carabiner	EN362:2004	£0.52	£0.44
H-IC102	Win Tech Transfer Lanyard	en:354-2010	£0.52	£0.44
M-PP150	P+P Webbing Ladder Lanyard #76060SP10	EN358	£0.52	£0.44
<b>RESCUE DEVICE</b>				
H-HT175	HEIGHTEC WK41120 Rotor WTG rescue system 120m	EN 795	£7.71	£6.42
H-IM100	SKYLOTEC MILAN rescue kit 100m	EN 1496	£7.71	£6.42
HWK 001-20H	HEIGHTEC 120M RESCUE KIT	EN354	£7.71	£6.42
MRK 005-20H	SKYLOTEC Milan Rescue Kit 75M	EN354	£7.71	£6.42
H-IM200 95	SKYLOTEC Milan Rescue Kit 95m	EN:1496:2006/A	£7.71	£6.42
H-IM300	SKYLOTEC Milan Rescue Kit 120m	EN:1496:2006/A	£7.71	£6.42
H-IM200	SKYLOTEC Milan Rescue Kit 150m	EN 1496:2007, EN 341:2011	£7.71	£6.42

FALL ARREST RUNNER & RAIL SYSTEMS				
H-SO200	AVANTI Eagle Runner	EN353	£6.00	£5.00
H-CS101	PROTECTA Cabloc with Shock Absorber AC350/4	EN353-1:2002	£6.00	£5.00
H-LA001	Latchways Towerlatch L/H Device Part No.3102L-00	EN 353 - 1:2018	£6.00	£5.00
H-WINCH	Fall Arrest Recovery Device	LOLER	£6.00	£5.00
H-IM110	SOLL Universal II Glidelock Fall Arrester	EN 353-1:2002	£6.00	£5.00
H-SK001	Tuftug Fall Arrest device	EN360	£6.00	£5.00
STRETCHERS - FIRST AID				
H-RM018	SLIX 100 Stretcher with Lifting Straps & Bag	CE 93/42/EEC CLASS 1	£6.00	£5.00
H-FE010	Rescue Basket Stretcher Sn L601826 & Lifting Slings Sn. 51007	LOLER	£6.00	£5.00
H-HT003	Heightec Chrysalis Stretcher	LOLER	£6.00	£5.00
H-HC001	Laerdal Spinal Board with head Immobiliser Sn 1001 with bag	LOLER	£6.00	£5.00
DEFIBRILLATOR - AED'S				
H-AE110	HeartSine Samaritan PAD 360P (Fully Automated)	N/A	£6.86	£5.95
H-WM001	IPAD Semi Automatic Defib	EN61000-4-2	£6.86	£5.95
H-AE111	DefibTech Life Line AED	N/A	£6.86	£5.95
BAGS				
H-EW101	Lomo 60ltr black kit bag with window	N/A	FOC During hire	OC During hire
Station Goods Yard, Coast Road, Mostyn, CH8 9HF			Sales@wfsafety.com	
				

**CREDIT APPLICATION**

PLEASE COMPLETE IN CAPITAL LETTERS USING A BLACK PEN

SIGN AND DATE AND RETURN A SIGNED COPY TO THE ADDRESS BELOW AND THE ORIGINAL BY POST

**COMPANY INFORMATION**

Sole Trader  Partnership  Limited Company  Public Limited Company

Company Registration No: .....

VAT No: .....

Company Trading Name : .....

Registered Address .....

Trading Address: .....

Postcode: .....

Telephone No: .....

Email Address: .....

Website: .....

**Accounts Payable Details**

Contact Name: .....

Telephone No: .....

Invoice Address: .....

Postcode: .....

Email Address: .....

**Bank Details**

Bank Name: .....

Address : .....

Postcode: .....

Account No: .....

Sort Code: .....

**Trade Reference 1**

Company Name: .....

Company Address: .....

Postcode: .....

Contact Name: .....

Telephone No: .....

Email: .....

**Trade Reference 2**

Company Name: .....

Company Address: .....

Postcode: .....

Contact Name: .....

Telephone No: .....

Email: .....

**Customer Declaration**

By signing this form, the applicant confirms all information provided to be true and accurate and that our trading terms will be met accordingly.

I have read the terms and conditions and agree to them.

Signature: ..... Name: .....

Position:.....

Date: .....

**Return to:**

Nick Longfield (Manager)

Email: [sales@wfesafety.com](mailto:sales@wfesafety.com)

Tel: 01745 339100

Wind Farm Equipment  
Station Goods Yard  
Coast Road  
Mostyn  
CH8 9HF  
United Kingdom

**Wind Farm Equipment LTD (Trading as WFE Safety) Terms & Conditions**

## 1 BASIS OF SALE and/or HIRE

1.1 Wind Farm Equipment Ltd ('the company') sells to its customer ('the customer') who purchases goods in accordance with any order of the Customer that is accepted by the Company, subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions.

1.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.

1.3 Any typographical, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.4 The Company reserves the right without notice to the Customer to make any changes in the specification of the Goods which are required to conform with any statutory or EC requirement or which do not materially affect their quality or performance.

1.5 The Customer shall be responsible for ensuring the accuracy of any order. No order that has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss and costs incurred by the Company as a result of cancellation (see point 8.3).

## 2 PRICING AND PAYMENT

2.1 The price of the Goods shall be the price that is current at the time the order is accepted by the Company (i.e., upon process of the order on the Company's system). The Company reserves the right to alter prices from time to time without prior notification.

2.2 The price is exclusive of any value added tax (unless otherwise stated in writing) which the Customer shall be additionally liable to pay the Company.

2.3 Unless the Customer has an approved credit account with the company, the Customer shall be required to pay the full price of the Goods at the time of ordering. No order will be accepted until payment has been made. If the Customer has an approved credit account with the Company, the Customer shall pay the full price of the Goods (as stated on the invoice(s)) prior to 30 days from the date of the invoice.

2.4 The Customer is responsible for ensuring copies of all invoices have been received. Statements are sent to the Customer by the end of each calendar month. Any missing or disputed invoices must be notified in writing within 7 days of the statement date to put the invoice in question on hold. Any disputes or claims not notified within this period will stand for.

2.5 If the Customer fails to make a payment when it is due then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

2.5.1 Cancel or suspend any further deliveries or orders in relation to the customer: and

2.5.2 If the customer fails to pay any invoice by due date, interest shall become payable on all overdue amounts and calculated at a daily rate equivalent to 8% per annum above the base rate of the Bank of England at the time of the default. The client will be liable to reimburse all costs and expenses, including 3rd party legal costs incurred in collection of any overdue amount. The debtor will be charged a compensation fee in line with the 'Commercial Debts (interest) Act 1998' That sum shall be—

(a) for a debt less than £1000, the sum of £40;

(b) for a debt of £1000 or more, but less than £10,000, the sum of £70;

(c) for a debt of £10,000 or more, the sum of £100.

Unfortunately, there is no exception to this, and we would urge the client to pay promptly to avoid these additional costs.

2.5.3 Charge the Customer all costs and expenses incurred by the Company in the collection of overdue monies including without limitation debt collection agency fees and all legal costs; and

2.5.4 An administration charge of £25 per overdue invoice will also be applied to the Customer's account each month: and

2.5.5 If the Customer fails to pay the full price of the Goods within the 30-day period then a late payment charge for the extended credit will be applied to all overdue invoices at the rate of one third. This will become payable on demand.

## 3 DELIVERY

3.1 All delivery dates are for guidance only and the Company will not be held to any delivery dates indicated.

3.2 The Company will make delivery of the Goods where the Customer has paid for delivery. The method of delivery shall be at the Company's sole discretion. Any special delivery requirements shall be charged to the Customer.

3.3 Any unloading of the Goods at the delivery address the Customer has requested will be the responsibility of the Customer. It is the responsibility of the Customer to ensure that there is someone at the delivery address to sign for the Goods if required.

#### **4 RISK AND PROPERTY**

4.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods from which point the Company shall bear no further responsibility for damage or deterioration of the Goods.

4.2 The Company has 'Retention of Title' claim on the Goods until they have been paid for in full.

4.3 Until such time as the title in the Goods passes to the Customer, the Customer shall hold the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until such time as the title in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

4.4 The Customer shall not be entitled to pledge or in any way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

#### **5 LIMITATION OF LIABILITY**

5.1 No Guarantee, warranty, condition or representation on the part of the Company is given or implied nor is it to be taken to have been given or implied by these conditions or from anything said or written in the negotiation between the parties or their representatives prior to the contract and except where the Goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions

5.3 It is the responsibility of the Customer to arrange inspection of the Goods immediately on delivery and prior to signature of a delivery receipt. Shortages, incorrect or damaged Goods must be notified in writing within 3 days of receipt. Non-delivery must be reported in writing within 3 days of receipt of invoice/statement. Claims made outside these limits will not be accepted. It is the responsibility of the Customer (at its own expense) to return any relevant Goods to the Company's premises if requested to do so by the Company to allow inspection thereof by the Company. For the purposes of this Clause time shall be of the essence>

5.4 Where any valid claim in respect of any of the Goods which is based on a non-delivery, any shortfall in quantity or a defect in the quality or condition of the Goods is notified to the Company in accordance with these conditions, the Company shall (in the case of non-delivery) supply the Goods, (in the case of shortfall) supply additional Goods to make up the shortfall or (in any other case) shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the company's sole discretion, refund the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer. It shall be the responsibility of the Customer to collect from the Company's premises and Goods returned pursuant to clause 5.3 if the Customer's claim in respect of those Goods proves not to be valid.

5.5 Notwithstanding any of the foregoing provisions of this clause, if the Goods delivered to the Customer shall have been mistreated, damaged or soiled whilst in the possession of the Customer the Customer shall be deemed to have accepted such Goods as being in all respects in accordance with the contract, and no returns will be accepted.

5.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representations, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company. Its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Customer except as expressly provided in these conditions.

5.7 The Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control including (without limitation): Act of God, accident, war or threat of war, sabotage, insurrection, civil disturbance, measures of any kind on the part of any governmental,

parliamentary or local authority, import or export relations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery or otherwise if beyond control of the Company.

5.8 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described above.

## **6 INSOLVENCY ETC OF THE CUSTOMER**

If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed over any of the property of the Customer, or the Customer ceases or threatens to cease to carry on business; or the Customer shall suffer any analogous proceedings under foreign law; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly THEN, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract forthwith or suspend any further deliveries under the contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Company shall be entitled to immediate possession of the Goods and to exercise the rights in clause 4.3 above.

## **7 RETURNS**

7.1 Before Goods are returned for any reason (including guarantee claims) a return authorisation must be obtained from the customer services department. All Goods must be returned with carriage prepaid. Evidence of purchase must be supplied. The decision of the Company as to the eligibility for credit and the amount of credit will be final. A restocking charge equal to 25% of the net price originally invoiced will be deducted from any credit issued other than Goods agreed by the Company to be under guarantee.

7.2 Goods that have been customised, badged, embroidered or tailored in anyway will be non-returnable.

7.3 Any Goods returned must be in saleable condition. Goods that are not as new and in an unworn, re-saleable condition will not be considered for return.

7.4 Internet and Mail Order orders to consumers. Your rights to return Goods are protected under the EU Distance Selling Directive. Bespoke (tailored, embroidered, goods with logo) and special-order items specifically ordered by the Company for the Customer are exempt from this protection.

## **8 GENERAL**

8.1 No waiver by the Company of any breach of this contract by the Customer shall be considered as a waiver of any subsequent breach of any subsequent breach of the same or any other provision.

8.2 Samples are chargeable unless written consent is given by the Company.



8.3 If an embroidered logo is digitised in lieu of an order, subsequent cancellation of that order will render the Customer liable for costs of the logo set up.

8.4 All computer data (including but not limited to embroidery designs) screens and artwork produced by the Company remain the property of the Company. Any charges for the generation of these items are for the labour involved.

8.5 Except in respect of any undisputed credit or payment due and owing by the Company to the Customer, the Customer may not withhold payment of any sum due hereunder to the Company by reason of any right to set-off or counterclaim which the Customer or any other member of the same group of companies as the Customer may have or allege to have for any reason whatsoever.

8.6 The Customer shall not assign, transfer or in any other manner make over to any third party the benefit and/or burden of the contract or any part thereof without the Company's prior written consent.

8.7 When a customer requests us to reproduce an image or logo it is the duty of the Customer to ensure that they have obtained the permission to do so and Wind Farm Equipment Ltd assumes that you have obtained the permission to use it. We reserve the right to request the permission in writing. We cannot reproduce copyright images on garments/items without you having the permission of the copyright owner. By placing the order with us you are confirming that you have the required permission and that you indemnify Wind Farm Equipment Ltd against any claims and costs that may arise in respect of carrying out the order. By placing an order, you confirm your acceptance of the above terms as governing the contract with the Company to the exclusion of all other terms.

 <b>WFE Safety 2022 Replacment Costs</b> 			
Product Code	Description	Conformity	Replacment cost
<b>LIFE JACKETS</b>			
H-BA002	WIN TECH AIS Pro SOLAS Life Jacket 275N	SOLAS	182.85
H-IP102	WIN TECH SAR SOLAS Life Jacket 275N	SOLAS	182.85
H-IP103	WIN TECH AIS Life Jacket 275N	SOLAS	182.85
H-IP104	WIN TECH Challenger Life Jacket 275N	SOLAS	182.85
H-IP120	WIN TECH DECK JACKET 170N	ISO/EN	95.00
<b>PLBS</b>			
H-OS210	Ocean Signal RescueMe M100 - AIS + 121.5	EN303 098-6	287.45
H-IP112	Ocean Signal PLB1 406 & 121.5 MHz	1999/5/EC	238.00
H-OS112	Ocean Signal RescueMe MOB1	EN303 098-1	191.00
H-FT001	FT Tech SeaAngle SA15 AIS Flare	EN303 098-1	204.70
<b>TRANSIT SUITS</b>			
H-TY102	Win TECH Shock Suit Large	SOLAS	107.53
H-TY103	Win TECH Shock Suit XXLlarge	SOLAS	107.53
H-UT001	Win TECH Elite Transit Suit - Small	SOLAS	655.50
H-UT002	WIN TECH Elite Transit suit- Medium	SOLAS	655.50
H-UT003	WIN TECH Elite Transit Suit - Large	SOLAS	655.50
H-UT004	WIN TECH Elite Transit Suit - X Large	SOLAS	655.50
H-UT005	WIN TECH Elite Transit Suit - XXLlarge	SOLAS	655.50
H-UT098	URSUIT RDS Wind Energy Suit - Small	SOLAS	655.50
H-UT099	URSUIT RDS Wind Energy Suit - Medium	SOLAS	655.50
H-UT101	URSUIT RDS Wind Energy Suit - Large	SOLAS	655.50
H-UT102	URSUIT RDS Wind Energy Suit - X Large	SOLAS	655.50
H-UT103	URSUIT RDS Wind Energy Suit - XX Large	SOLAS	655.50
<b>HARNESSES</b>			
h-ly140	PETZL Volt C72AFA2 Harness Size 1 S/M	EN358	240.35
H-LY141	PETZL Volt C72AFA2 Work Positioning Harness Size 2 L/XL	EN361:2002	169.72
H-LY138	Petzl Volt Wind C72WFA1 Work Positng Harness Size 1 S/M	EN361:2002	202.39
M-LY139N	VOLT WIND SIZE 2 L/XL	EN358	240.35
H-CO011	CRESTO FUSUION S/M	EN361	184.77
H-CO010	CRESTO FUSUION L/XL	EN361	184.77
H-IM152	SKYLOTEC Ignite Proton Wind Harness M/XXL	EN361:2002	260.11
H-IM106	SKYLOTEC ARG 50 INTEGRAL CLICK Harness G-0050-IC	EN 358/361	119.80
H-IM119	SKYLOTEC ARG 51 G-0051-WS	EN358	174.40
H-IM155	Skylotec Ignite Proton Steel Wind M/XXL	EN361	274.00
H-HT010	HEIGHTEC Vortex Harness H34Q quick connect S/M	EN361:2002	117.12
H-HT011	HEIGHTEC Vortex Harness H34Q quick connect L/XL	EN361:2002	117.12
H-HT101	HEIGHTEC Cirrus Harness H33	EN361: 2002	117.12
H-HT102	HEIGHTEC Restraint Belt H00	EN 358	39.66
M-IM104M-L	MILLER REVOLUTION L	EN361	274.00
H CS116	DBI-SALAÂ® ExoFit NEXâ„¸ Wind Energy Harness, M 1113911	EN358:1999	179.98
H-CS117	DBI-SALAÂ® ExoFit NEXâ„¸ Wind Energy Harness, L 1113217	EN 361:2002	179.98



<b>WORK POSITIONER</b>			
H-IM107	SKYLOTEC Ergogrip SK12 2m Work Positioning	EN353-2:2002	87.62
H-IM102	SKYLOTEC Ergogrip Support WP Lanyard SK16 1.8m	EN353-2:2002	126.29
M-IM102	SKYLOTEC Ergogrip Support WP Lanyard SK16 1.8m	EN353-2:2002	126.29
H-IM112	MILLER HANDZUP system 3M	EN:358	174.40
M-CO014	CRESTO SIMO +	EN358	57.72
H-LY104	PETZL Grillon Hook 2M L52H 002	EN358:1999	85.57
H-HT122	HEIGHTEC Piranha Adjustable Lanyard 2m Hook	EN358	79.99
<b>TWIN LANYARD</b>			
H-LY346	PETZL Absorbica -Y -MGO L64YAM 150 Twin Lanyards	EN362:2004	110.78
H-LY109	PETZL Absorbica Double Lanyard with Triact L64 YUM 80	EN362:2004	111.14
H-LY101	PETZL Double Absorbica Lanyards L64YAM 80	EN392:2004	93.38
H-LY345	PETZL Absorbica -Y -MGO L64YUM 150 twin Lanyards	EN362:2004	129.25
H-HT104G	HEIGHTEC Elite Twin Lanyard 1.5M	EN362	90.30
h-im101	SKYLOTEC Shockyard Flex V 1.8m	EN355:2002	119.91
H-IM160	SKYLOTEC Skysafe Pro Flex Twin Lanyards L-0623-1.8M	EN355:2002	239.20
H-SLG002	G Force 1.5 Mtr Restraint Lanyard c/w Scaff Hook	EN355	18.40
H-LY105	PETZL Absorbica L59 MGO	EN355:2002	16.33
H-HT105	HEIGHTEC Elite Twin Lanyard 2M	EN355	74.58
H-HT104	HEIGHTEC Elite twin LANYARD 1.50m,	EN 355	105.50
H-CO013	CRESTO Double Lanyard 1.9M	EN354	125.96
H-CS104	DBI SALA EZ-Stop Shock Absorber 2.0M	EN355:2002	130.07
<b>CONNECTOR CARABINER</b>			
H-LY103	PETZL Omni Triact Carabiner M37 TL	EN362:2004	16.52
H-LY111	PETZL AMD Triact Carabiner M34A TL	EN362	12.00
H-LY113	Petzl WilliaCarabiner	EN362:2004	16.50
H-HT151	HEIGHTEC Oval Triact Carabiner	EN362	7.63
H-DM101	DMM Carabiner 30KN	EN362:2004/B	13.80
H-LY108	PETZL OK Oval Triact Carabiner M33A TL	EN362:2004	13.80
<b>SAFETY HELMETS</b>			
H-LY118	PETZL Helmet Alveo Best White A20BWA	EN397:1995	44.14
H-LY010	PETZL Vertex Comfortable	EN397	43.94
H-HT163	HEIGHTEC Duon Helmet RED (No-Vent) MH01W	EN397: 1995	36.54
H-HT160	HEIGHTEC Duon Helmet White (No-Vent) MH01W	EN397:1995	36.64
<b>HEAD LAMPS</b>			
H-AB002	PETZL PIXA 2 Headlamp 80 Lumens	CE	25.30
H-AB001	PETZL PIXA 1 Headlamp SKU : EZX6691	CE	25.30
<b>TRANSFER LANYARD</b>			
H-KF110	KONG FROG 2015 Connector with Captured DMM Carabiner	EN362:2004	42.55
H-IC102	Win Tech Transfer Lanyard	en:354-2010	26.17
M-PP150	P+P Webbing Ladder Lanyard #76060SP10	EN358	34.50
<b>RESCUE DEVICE</b>			
H-HT175	HEIGHTEC WK41120 Rotor WTG rescue system 120m	EN 795	1295.00
H-IM100	SKYLOTEC MILAN rescue kit 100m	EN 1496	2300.00
HWK 001-20H	HEIGHTEC 120M RESCUE KIT	EN354	2300.00
MRK 005-20H	SKYLOTEC Milan Rescue Kit 75M	EN354	2300.00
H-IM200 95	SKYLOTEC Milan Rescue Kit 95m	EN:1496:2006/A	2300.00
H-IM300	SKYLOTEC Milan Rescue Kit 120m	EN:1496:2006/A	2300.00
H-IM200	SKYLOTEC Milan Rescue Kit 150m	EN 1496:2007, EN 341:2011	2300.00

<b>FALL ARREST RUNNER &amp; RAIL SYSTEMS</b>			
H-SO200	AVANTI Eagle Runner	EN353	546.25
H-CS101	PROTECTA Cabloc with Shock Absorber AC350/4	EN353-1:2002	180.00
H-LA001	Latchways Towerlatch L/H Device Part No.3102L-00	EN 353 - 1:2018	305.00
H-WINCH	Fall Arrest Recovery Device	LOLER	490.00
H-IM110	SOLL Universal II Glidelock Fall Arrester	EN 353-1:2002	423.43
H-SK001	Tuftug Fall Arrest device	EN360	180.00
<b>STRETCHERS - FIRST AID</b>			
H-RM018	SLIX 100 Stretcher with Lifting Straps & Bag	CE 93/42/EEC CLASS 1	785.00
H-FE010	Rescue Basket Stretcher Sn L601826 & Lifting Slings Sn. 51007	LOLER	485.00
H-HT003	Heightec Chrysalis Stretcher	LOLER	980.00
H-HC001	Laerdal Spinal Board with head Immobiliser Sn 1001 with bag	LOLER	515.00
<b>DEFIBRILLATOR - AED'S</b>			
H-AE110	HeartSine Samaritan PAD 360P (Fully Automated)	N/A	985.00
H-WM001	IPAD Semi Automatic Defib	EN61000-4-2	985.00
H-AE111	DefibTech Life Line AED	N/A	985.00
<b>BAGS</b>			
H-EW101	Lomo 60ltr black kit bag with window	N/A	£23.99
<p><b>Station Goods Yard, Coast Road, Mostyn, CH8 9HF</b>      <b>Sales@wfsafety.com</b></p> 