

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 +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.
 Any changes in the pricing schedule will be sent to clients prior to the following months invoicing.

Operative Part: (OP)

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 or intended emergency use 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 immediately and that equipment must not be used until it has received a full inspection by the owner or one of the owners' representatives.

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. 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 and forth to the owner. Any additional insurance of the equipment is the responsibility of the hirer. The payment received by the hirer under the hirer's own insurance arrangements for goods loss or damage by shall be held by the Hirer in trust for the Supplier and be paid to the Supplier on demand. The payment to the owner must be in line with this agreement for equipment loss or damaged and have no bearing on any latency in payment for the hirer's insurance company. .

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 loss damage and cleaning costs will be applied to the invoices after repossession.
- Any and all costs incurred in the recovery of the equipment will be chargeable to the client.
- In the first instance the hirer will be responsible for returning the equipment on the request of the owner. This will prevent additional costs incurred by the hirer if the equipment is collected by the owner.
- 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 hirer at the time required by the hirer.
2.2 Where hire of the Goods is to a hirer 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 hirer 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 hirer, hiring the Hire Goods.
3.2 The hirer shall pay the hire, 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 hirer shall additionally be liable.
3.3 The time for any payments by the hirer 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 hirer fails to make any payment in full on the due date the Supplier may charge the hirer 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 hirer 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 hirer. 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.
3.8 If payments are not received in line with this agreement (30 days from invoice date) it will be deemed that the client has failed to operate within the conditions of the contract and the payment terms agreed will be forfeit. The result will be that all outstanding invoices for the hire equipment or additional charges defined in this agreement will be due immediately and the owner can demand the immediate return of the equipment prior to the end of the hire period agreed.

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 owner 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 hire equipment remains with the owner before during and after the hire period and any extension periods.
4.4 The hirer 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 hirer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.
4.5 The owner does not provide insurance in respect of the Hire Goods when the hire equipment is in the hirer possession as defined in 'OP7'. Alternatively, the owner may require the hirer to ensure the Hire equipment on such reasonable terms and for such reasonable risks as the owner 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 to and 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 Hirer 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 owner 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 Hirer 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 The Hirer will assume all risk, If the Hire Equipment is returned damaged, unclean and/or defective state except where due to fair wear and tear (defined by the owner) 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 owner 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.

8.3 The Hirer shall also pay to the owner the agreed hire rate 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'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 equipment;

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 and will be controlled by this agreement terms.

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.

15.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.

17. RISK

17.1 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.

18. DELIVERY AND COLLECTION

18.1 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.
 18.2 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.

19. ABILITY TO PROVIDE SERVICES

19.1 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.
 19.2 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.
 19 The owner shall not be liable for any cost or loss to the Hirer caused by any failure or inability to complete the Services.

20. TIME SCALE

20.1 Time for the provision of the Services by the Supplier shall not be of the essence.
 20.2 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.

21. EFFECT ON ANY MANUFACTURER'S WARRANTY

21.1 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 (if any) 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.

22. REFERRAL TO THIRD PARTIES

22.1 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.

23. REVISION OF TERMS & CONDITIONS

23.1 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:

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

Tel: 01745 339100

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