

STEELDECK - TERMS AND CONDITIONS

1 Definitions

In this Agreement the following expressions shall have the following meanings unless the context requires otherwise and other defined terms shall be as set out in the Quotation: "the Agreement" these terms and conditions, the Quotation and any other documents expressly incorporated by reference in it or as otherwise agreed by the parties in writing as forming part of this Agreement;

"Booking" the binding contract formed upon acceptance by the Customer of the Quotation in accordance with Clause 2.1;

"Customer" the party named on the Quotation who is hiring the Equipment;

"the Collection Date" as agreed by the parties in writing;

"the Equipment Space" the principal space for the Equipment at the Location, being a suitable area as agreed by the parties;

"Enquiry" the enquiry submitted by the Customer (whether verbally or in writing) relating to the hire of the Equipment; and

"Order" the order submitted by the Customer (whether verbally or in writing) relating to the hire of the Equipment subsequent to the Quotation

"Quotation" the document that responds to the Enquiry in writing and which may be issued by email or in person, and which shall itemize the Equipment, the Hire Period and the Hire Fee and transport and labour costs (amongst other details).

2 Hire

2.1 The Enquiry indicates the Customer's intent to hire Equipment from Steeldeck. The Quotation is Steeldeck's offer to make that Equipment available on the terms set out in the Quotation and subject to these Terms and Conditions. The Customer shall be deemed to accept the Quotation and these Terms and Conditions by proceeding to submit an Order or by acknowledging receipt in writing or verbally.

2.2 The Customer may request revisions to its Booking any time prior to the Collection Date. Steeldeck may accept or reject the proposal for revision of the Booking at its sole discretion. Any revision to the Booking is subject to (i) Steeldeck issuing a revised Quotation and (ii) the Customer accepting such revised Quotation.

2.3 The Customer's acceptance of the Quotation and the loan of the Equipment shall be subject to the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations (including any which the Customer purports to apply under any purchase order, confirmation or other document or otherwise, whether after the Quotation has been issued or at any other time).

2.4 Steeldeck's standard Terms and Conditions shall apply to any subsequent Quotation accepted by the Customer whether in writing (including by email) or by performance.

3 The Equipment

3.1 Steeldeck will make the Equipment available to the Customer on the Collection Date and for the duration of the Hire Period as set out in the Quotation and in accordance with the terms of this Agreement.

3.2 The Customer shall collect the Equipment from Steeldeck, unless expressly agreed otherwise.

3.3 If collecting the Equipment, the Hire Period shall commence from no earlier than 0800 hrs on the Collection Date and terminate no later than 1700 hrs on the last day of the Hire Period, except where expressly agreed otherwise.

3.4 The Customer shall hold the Equipment at the Equipment Space in the Location, clearly marked as the property of Steeldeck, during the Hire Period. The Equipment shall be stored separately to any other goods of the Customer.

3.5 The Customer agrees that everyone who works with the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instruction material and further will not allow the Equipment to be misused.

3.6 The Customer agrees to, throughout the Hire Period, keep the Equipment safe and secure, clean, and in good repair.

3.7 Equipment must be returned by 1700hrs on the final day of the Hire Period in a clean and serviceable condition and the Customer must obtain a receipt from Steeldeck acknowledging the Equipment's safe return.

3.8 Upon termination of this Agreement under Clause 7 below or otherwise the Customer shall arrange for the Equipment to be returned to Steeldeck at its own cost.

3.9 Haulage

3.9.1 The Hire Fee does not include carriage or delivery costs. Any expenses incurred by Steeldeck in delivery or collection of Equipment or attempting the same will be paid by the Customer.

3.9.2 All times quoted for delivery and collection are approximate only and time shall not be of the essence.

3.9.3 Where Steeldeck is delivering the Equipment, it is the responsibility of the Customer to:

(a) ensure that adequate access is made available to the Location and the Equipment Space for the purpose of delivering, unloading and installing the Equipment, including (if applicable) during non-working hours, at weekends and/or overnight (as well as during normal working hours);

(b) provide a parking place for loading and unloading and any parking fines incurred in the delivery and/or collection of equipment will be the responsibility of the Customer; and

(c) provide labour to load / unload the Equipment.

3.10 Demurrage is chargeable at the rate of £25 per hour, which shall be incurred after the first half hour for Lutons, after the first hour on 7.5 - 18 tonne vehicles and after two hours for an artic lorry.

3.11 Installation

Steeldeck may offer an installation service as agreed by the parties and at the cost recorded in the Quotation. Where installation is required Steeldeck shall work to the reasonable instructions of the Customer but shall not be liable for any damage or costs incurred (including damage to property) save only where Steeldeck has been negligent pursuant to clause 6.2.

3.12 The Equipment Space

3.12.1 The Customer agrees that it is its sole responsibility to ensure that the Equipment Space is suitable for the Equipment. Steeldeck's Quotation is dependent on the Customer providing a level firm site (unless otherwise agreed) for the Equipment Space with easy access for commercial vehicles.

3.12.2 The Customer agrees to prepare the Equipment Space in readiness for the installation of the Equipment in accordance with Steeldeck's instructions and directions.

3.13 Design

Steeldeck may on request design Equipment for the Customer's needs, provided the requirements are clearly set out in writing. The Customer acknowledges that the use of any bespoke Equipment is at the Customer's sole risk and is subject to limitations on use which Steeldeck shall make known in writing. All warranties whether express or implied are waived to the fullest extent permitted by law. Steeldeck shall not accept any

