



Steeldeck Rentals Ltd – Terms & Conditions of Hire

This terms and conditions document contains the relevant terms and conditions that apply to the supply of all goods and services by Steeldeck Rentals Ltd (company number: 3159877, registered address: Brentmead House, London, N12 9RU) ("we/us/our"). Any reference to we, us or our in these terms and conditions includes employees, servants, agents and/or duly authorised representatives of Steeldeck Rentals Limited.

1. Definitions

1.1 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**" refers to 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;

"**Deposit**" means any advance payment required by us in relation to pre-paid hires for the Equipment which is to be held as security by us;

"**Equipment**" means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

"**Equipment Space**" the principal space for the Equipment to be kept or constructed whilst on hire, being a suitable area as agreed by the parties;

"**Force Majeure**" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, disease, governmental actions and any other similar events;

"**Hire Commencement Date**" the first day of the Hire Period as agreed by the parties in writing;

"**Hire Period**" means the pre agreed period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of either of the following events (i) you return the Equipment to our possession; or (ii) we collect the Equipment.

"**Liability**" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"**Order**" the order submitted by you (whether verbally or in writing or by email) relating to the hire of the Equipment subsequent to the Quotation to create the binding contract formed upon acceptance by the Customer of the Quotation in accordance with Clause 2.1.

"**Personal Data**" has the meaning given in the Data Protection Act 1998 or the General Data Protection Regulations, as appropriate.

"**Quotation**" the document informing you of the proposed hire cost in writing and which may be issued by email or in person, and which shall itemise the Equipment, the Hire Period and the Hire Fee and transport and labour costs (amongst other details).

"**Services**" means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire or build of Equipment (including any delivery and/or collection service for the Equipment) or otherwise;

"**Website**" means www.steeldeck.co.uk

"**you**"/"**your**" refers to the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products and/or Services as named on the Quotation and with who this Agreement is binding.

1.2 References in these conditions to Sections and Parts, are to the sections and parts of these conditions.

2. Basis of contract

2.1 Your acceptance of the Quotation via submission of an Order, 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 you purport to apply under any purchase order, confirmation or other document or otherwise at any point).

2.2 You may request revisions to your Order any time prior to the Hire Commencement Date. We may accept or reject the proposal for revision of the Order at our sole discretion. Any revision to the Order is subject to (i) us issuing a revised Quotation and (ii) you accepting such revised Quotation.

2.3 This Agreement supersedes all previous arrangements and understanding between the parties in relation to the Equipment. This Agreement may not be modified in any way without the written consent of each party.

2.4 This Agreement shall not confer any rights on and shall not be enforceable by any third party.

2.5 You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation or bylaw.

2.6 We may update any and all of these terms and conditions from time to time by publishing an updated copy on our Website. The updated terms shall be effective from the date of issue.

2.7 You may not assign any of your rights or obligations under this Agreement to any third party without our prior written consent.

2.8 Neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any power or authority to incur any obligation of any nature whether express or implied on that other's behalf.

2.9 The validity, construction and performance of this Agreement shall be governed by English law, and the parties submit to the jurisdiction of the High Court of Justice in England. All communication pertaining to the Agreement shall be conducted in English.

3. Payment

3.1 All sums payable under this Agreement must be paid in full without any deduction and are exclusive of VAT (or any other applicable sales tax) and/or any other applicable local or withholding taxes or deductions, levies, charges, duties whatsoever which shall be paid for by you. Payment shall not be deemed to be made until we have received cleared funds in respect of the full amount outstanding.

3.2 In consideration of us providing the Equipment to you, you agree to pay us the value of the Order in full.

3.3 All charges are, unless otherwise stated, exclusive of any applicable VAT.

3.4 We will invoice you for all payments due under this Agreement and you shall settle all invoices in accordance with the invoice terms, without delay. Payment may be made by credit/debit card or bank transfer.

3.5 If you are a credit customer, we may set a reasonable credit limit for you. We reserve the right to terminate or suspend any credit agreement if allowing it to continue would result in you exceeding your credit limit, or you have already exceeded the credit limit. Please note that we do not offer credit to individuals (including sole traders).

3.6 Without prejudice to any of our other rights, we shall be entitled to withhold delivery of or recover possession of the Equipment in the event of non- or late payment of any invoiced sum or any other payment due under the contract. Interest shall be payable on any overdue sums owed by you to us at the rate of 5% above the base rate of the Bank of England in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend the supply of further Products and/or Services to you or any of your Associated Companies.

4. Standard terms of Hire

4.1 Hire Charges

4.1.1 The cost of hire shall be calculated on a weekly basis from the Hire Commencement Date for the Hire Period. This will be shown on the Quotation.

- 4.1.2 Should the equipment not be returned at the end of the Hire Period, additional fees will accrue at the weekly hire rate together with consequential loss charges in the event that we are unable to fulfil other Orders.
- 4.1.3 Should you wish to extend the Hire Period, you must inform us in writing. Extension of the Hire period is at our discretion and we have the right to refuse.
- 4.1.4 The Quotation does not include the cost of any repairs, replacement or making good that may be required to the Equipment, the Equipment Space or any other item as required.
- 4.1.5 You are liable for any additional costs that we incur due to and not limited to damage or loss of Equipment, cleaning of Equipment and labour charges involved in such items.
- 4.1.6 Should a deposit be required, this will be communicated to you in writing. Any deposit will be returned within seven (7) days from the last day of the Hire Period.

4.2 Equipment

- 4.2.1 The Hire Period shall commence from no earlier than 0800 hrs on the Hire Commencement Date and terminate no later than 1600 hrs on the last day of the Hire Period, except where expressly agreed otherwise.
- 4.2.2 You will ensure 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 will not allow the Equipment to be misused.
- 4.2.3 You shall, throughout the Hire Period, keep the Equipment safe and secure, clean, and in good repair. You must notify us immediately of any loss or theft or damage to any of the Equipment.
- 4.2.4 If the Equipment is returned in a damaged, unclean and/or defective state you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire
- 4.2.5 You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period.
- 4.2.6 You must not cause or permit any of the Equipment to be affixed to any premises so as to become fixtures
- 4.2.7 Upon termination of this Agreement under clause 7 below or otherwise, you shall arrange for the Equipment to be returned to us at your own cost

4.3 Haulage

- 4.3.1 Where carriage of Equipment is required as specified by you, the cost of such shall be included within the Quotation
- 4.3.2 All times quoted for delivery and collection are approximate only and no liability can be held for any transport delay nor costs incurred on this basis
- 4.3.3 Where we or our contractors are delivering the Equipment, it is your responsibility to:
 - (a) ensure that adequate access is made available to the delivery location and/or Equipment Space for the purpose of delivering, unloading and installing the Equipment;
 - (b) provide a parking place for loading and unloading and any parking fines incurred in the delivery and/or collection of equipment will be your responsibility; and
 - (c) provide labour to load/unload the Equipment unless otherwise agreed in advance in writing.
- 4.3.4 Demurrage is chargeable at the rate of £50 per hour, which shall be incurred after the first half hour for vans and Luton type vehicles, after the first hour on 7.5, 12 and 18 tonne vehicles and after two hours for a 26 tonne or artic lorry.
- 4.3.5 If additional transport is required due to, and not limited to, Equipment being missed off agreed collection or return, poor loading or issues deemed by us to be within your control, you will be liable for any additional costs incurred.

4.4 The Equipment Space

- 4.4.1 You agree that it is your sole responsibility to ensure that the Equipment Space is suitable for the Equipment. Our Quotation is dependent on you providing a level firm site (unless otherwise agreed) with easy access for commercial vehicles.
- 4.4.2 You agree to prepare the Equipment Space in readiness in accordance with our instructions and directions.
- 4.4.3 You agree to ensure that all permissions and permits are in place as needed.

4.5 Installation

- 4.5.1 We may offer an installation service as agreed by the parties and at the cost recorded in the Quotation. Where installation is required we shall work to your reasonable instructions but shall not be liable for any damage or costs incurred (including damage to property) save only where we have been negligent pursuant to clause 8.2
- 4.5.2 Should it be deemed on site that additional installation costs will be incurred due to clause 5.4 not being met, you will be liable for any additional costs
- 4.5.3 Any required plant/resource will be communicated in writing prior to the installation. This is your responsibility to provide unless otherwise expressly agreed in writing.
- 4.6 We may on request design Equipment for your needs, provided the requirements are clearly set out in writing. You acknowledge that the use of any bespoke Equipment is at your own risk and is subject to limitations on use which We shall make known in writing. All warranties whether express or implied are waived to the fullest extent permitted by law. We do not accept any liability for the design, except where it can be shown that we have acted negligently.
- 4.7 Where installation is provided by us, all structures will be designed and built as suitable for the purpose that the client has communicated to us. Any variation of use should be communicated in writing. No liability is held where a change of use takes place prior to notice of such being provided.
- 4.8 All installations completed by us will be in line with Construction (Design and Management) Regulations 2015

5. Title and Risk

- 5.1 Ownership of the Equipment remains with us at all times
- 5.2 Risk in the Equipment shall pass to you for the duration of the Hire Period or until you return the Equipment and are in possession of a receipt from us for the return of all Equipment.
- 5.3 You must hold or obtain all risks insurance for the Equipment throughout the Hire Period.
- 5.4 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of, sub-renting and/or lending.

6. Cancellation terms

- 6.1 In the event that it is determined by us that it is no longer feasible to provide the Equipment, we reserve the right to cancel this Agreement. Provided that we are not entitled to terminate this Agreement under clause 7 any payments received by us will be returned to you within seven (7) days.
- 6.2 Should you cancel this Agreement for any reason whatsoever between confirming the Order and the Hire Commencement Date the following cancellation charges will be invoiced and will be due for immediate payment:
 - (a) Cancellation more than 7 days before the Hire Commencement date – you will be charged for and liable to pay 25% of the total contract sum and, in addition, all costs that we are unable to recover, including but not limited to contractors, transport, engineering and materials purchased and lost revenue where we have had to reject other orders and are unable to re-hire the deck.
 - (b) Cancellation between 7 days before and the day before (but not including) the Hire Commencement date – you will be charged for and liable to pay 50% of the total contract sum and, in addition, all costs that we are unable to recover, including but not limited to contractors, transport, engineering and materials purchased, and 10% of the Equipment hire cost and lost revenue where we have had to reject other orders and are unable to re-hire the deck.
 - (c) Cancellation on Hire Commencement date or during Hire Period – 100% of the total order value is payable in full.

7. Term and Early Termination

- 7.1 This Agreement shall commence on the Hire commencement date and shall continue in force until completion of both parties' obligations under this Agreement unless or until terminated in accordance with clause 7.2.
- 7.2 We may terminate this Agreement immediately by written notice if you:
- (a) commit a material breach of this Agreement and in the case of a breach capable of remedy does not remedy the same within fourteen (14) days of having been given written notice specifying the breach and requiring it to be remedied; or
 - (b) are unable to pay debts or enter into compulsory or voluntary liquidation (unless solely for the purposes of amalgamation or reconstruction when solvent) or compounds with or convenes a meeting of your creditors or have a receiver, manager, administrator or administrative receiver appointed of Your assets or cease for any reason to carry on business.
- 7.3 In the event of termination of this Agreement for whatever reason, we shall be entitled immediately to enter the location housing the Equipment for the purposes of securing and removing the Equipment and you shall ensure that we or our appointed representative are granted unrestricted access for such purpose.
- 7.4 Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination or expiry.

8. Warranties and indemnities

- 8.1 You shall indemnify and keep indemnified us against all liability, actions, claims, demands, proceedings, costs and expenses whatsoever (including, without limitation, legal fees and the cost of other professionals, the cost of repairing or replacing damaged Equipment and loss of Hire Fees and profit and any damages or compensation paid by us on the advice of our legal advisers to compromise or settle any claim for breach of contract by any third party arising from interruption to use of the Equipment, whether at the Location or elsewhere) arising from injury to or death of any person or damage to any property (including the Equipment) howsoever arising or from any breach, negligence or act of tort by you.
- 8.2 We shall indemnify you and keep indemnified against all liability, actions, claims, demands, proceedings, costs and expenses whatsoever (including legal fees and the fees of other professionals) arising from injury to or death of any person or damage to any property arising from negligence of us, our employees, agents or sub-contractors during the Hire Period.
- 8.3 Without prejudice to our liability to you under clause 8.1, we shall not be liable for:
- (a) any delay in the performance of our obligations under this Agreement caused by any delay or default originating from you or any of your contractors and, in such circumstances, you shall meet all additional costs incurred by us as a result within fourteen (14) days of our invoice; or
 - (b) any loss of profits, loss of goodwill or loss of reputation; or
 - (c) any indirect or other consequential loss whether arising from negligence, breach of contract or howsoever caused.
- 8.4 Except in the case of death or personal injury (for which no limit applies), our liabilities under clause 8.1 in respect of each event or series of events shall not exceed the total Order cost.
- 8.5 Both parties (without prejudice to our obligation under clause 5.2) shall effect and maintain appropriate comprehensive public liability insurances in respect of their liabilities under clauses 8.1 and 8.2 and such other insurances as may be necessary to comply with all risks assumed under this Agreement by either party. Upon request you shall supply to us copies of all relevant policies and other documents necessary to demonstrate compliance.

9. Waiver & Severance

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement (apart from obligations relating to payment of money) occasioned by force majeure. Both parties shall in addition use all reasonable endeavours to minimise the effect of the event of force majeure on its performance of its obligations under this Agreement.

10. Notices

- 10.1 Any notice, consent or the like required or permitted to be given under this Agreement shall not be binding unless made in writing and may be given personally or sent to the party to be notified by pre-paid first class post, a reputable international express delivery service, or by email.
- 10.2 Notice shall be deemed given at the earliest of the time of delivery if given personally or sent by express delivery service, at the commencement of the second business day next following its posting if sent by post in accordance with this clause or at the time of its actual transmission if sent by email in accordance with this clause (provided a confirmation of successful transmission is received).

11. Data Protection

- 11.1 You acknowledge and agree that we (and our contractors and suppliers) may use Personal Data obtained from you in relation to the provision of Equipment, Services or otherwise during the term of the Agreement for the following purposes:
- a) administering the Contract (including, without limitation, liaising with any third parties who are relevant to the provision of the Equipment or Services, assisting with requests, and/or processing orders);
 - b) notifying you of changes to the Equipment, Services or any terms and conditions;
 - c) enabling us (and/or a contractor or supplier) to make the Equipment or Services available to you/a Delegate nominated by you;
 - d) for invoicing purposes.
- 11.2 We will not pass your data to any third party except for where required for core business purposes or to enable fulfilment of the Order.

12. Promotion and marketing

- 12.1 Unless you otherwise notify us in writing, we may include references to the Order to which this Agreement relates, photographs, film footage and any testimonial given, in our portfolio of work as well as in marketing and promotional materials, which may include discussions about our activities and services on, and not limited to, our website, blog, newsletter and social media sites.
- 12.2 We will not disclose any information that is deemed confidential and will not feature your Order in our marketing activities until the Hire Period is completed.