Steeldeck Rentals Ltd
Terms & Conditions

1. Basis of Agreement

1.1 All Agreements, however formed, incorporate these Conditions to the exclusion of any other terms, conditions or representations (including any which you purport to apply under any Order, email confirmation or other document or otherwise at any point).

1.2 A quotation given by a Company shall in no way constitute an offer. No contract shall come into existence unless and until the Company has accepted in writing the Customer's offer to hire the Equipment and/or purchase the Goods. The Company is not obliged to accept your offer and shall only accept offers on the basis of these Conditions.

1.3 The terms of the Agreement constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. You acknowledge that in entering into the Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

1.4 No officer, employee or agent of the Company, other than a director of the Company, has the authority to contract on terms other than those set out in these Conditions.

1.5 The Agreement contains the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in the Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.

2. Orders to hire Equipment

2.1 You shall hire the Equipment for use and operation at the Site subject to these Conditions.

2.2 Each order shall form its own Agreement, separate and distinct from any other orders to hire Equipment.

2.3 You may request revisions to your Order any time prior to the Hire Commencement Date ("**Revision Request**"). The Company may accept or reject Revision Requests at its sole discretion, and acceptance of a Revision Request may be subject to agreement on a revised quotation. The Company will notify you of the revised quotation, if applicable, at the time.

3. Services

3.1 The Company offers installation Services in respect of the Equipment.

3.2 The Company reserves the right to amend the Services to comply with any applicable laws and regulations, or if the amendment to the Services will not materially affect the nature and quality of the Services being provided under the Agreement. The Company shall notify you of any change in the Services.

3.3 Where you hire the Equipment without using our installation Services, you hereby warrant that you have the requisite skills and experience to do so.

4. Payment

4.1 In consideration for the Company providing the Equipment to you, and any Services provided by the Company, you shall pay the Rental Payment and any Deposit (as set out in the Order), and in consideration for the purchase of any Goods, you shall pay the Purchase Price (as set out in the Order).

4.2 You shall pay all sums due in cleared funds in GBP sterling in accordance with the payment schedule set out in the Order, or as agreed by the parties in writing from time to time.

4.3 Where a Deposit is payable by you, you shall pay it before the Hire Commencement Date. The Company may also require an initial payment, if applicable, as set out in the Order before the Hire Commencement Date.

4.4 A Deposit is a deposit against default of payment of any Rental Payments or any loss of or damage caused to the Equipment. If you fail to make any Rental Payments in accordance with the agreed payment schedule in the Order, or cause any loss or damage to the Equipment (in whole or in part), the Company shall be entitled to apply the Deposit against such default, loss or damage. You shall pay to the Company any sums deducted from the Deposit within 10 Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable by way of deduction from the Rental Payments.

4.5 All sums payable must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding tax as required by law) and all sums payable are exclusive of VAT (or any other applicable sales tax) or any other applicable local or withholding taxes or deductions, levies, charges, duties whatsoever. Payment shall not be deemed to be made until the Company has received, in full, cleared funds all amounts payable by you.

4.6 If you are a credit customer, the Company may agree to set a reasonable credit limit for you. The Company reserves the right to terminate or suspend any 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 the Company does not offer credit to individuals (including sole traders).

4.7 Without prejudice to any other rights, the Company (and its associated companies) shall be entitled to withhold delivery of or recover possession of the Equipment in the event of nonpayment of the Rental Payment (or any part thereof) or late payment of any amounts due under the Agreement, or suspend the supply of Goods or Services to you or any of your associated companies.

4.8 You shall pay interest on the overdue amount at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, or any revision thereto, or at the rate of 6% above the base rate from time to time of the Bank of England, whichever is higher. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay the interest together with the overdue amount and any associated administrative and debt recovery costs.

5. Standard terms of Hire

5.1 **Rental Payment**

The Rental Payment is calculated on a weekly basis for the duration of the Hire Period commencing from the Hire Commencement Date.

5.1.1 Should the Equipment not be returned to the Company on time at the end of the Hire Period, you shall pay an additional Rental Payment for such period accrued on a weekly basis, and shall pay any costs and expenses incurred by the Company resulting from your failure to return the Equipment on time, including any consequential losses suffered by the Company.

5.2 **Hire Period**

5.2.1 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.

5.3 Should you wish to extend the Hire Period, you must request an extension from the Company in writing ("**Hire Extension**"). You shall incur additional fees for any Hire Extension. The Company may accept or reject any Hire Extension, at its sole discretion. If accepted, the Company shall confirm the costs of such Hire Extension to you at the time.

5.4 **Equipment**

5.4.1 You shall ensure that everyone who works with the Equipment has been properly instructed in its safe and proper operation and you shall ensure that every user is in possession of any instructions, guidelines and manuals relevant to the use of Equipment, and you shall not allow the Equipment to be misused. Manuals and usage guides are available on our website.

5.4.2 The Company reserves the right to substitute any Equipment with a suitable alternative product and you will be informed of this substitution as soon as practicable.

5.4.3 You shall, throughout the Hire Period, ensure the Equipment is:

5.4.3.1 kept in a suitable environment;

5.4.3.2 kept safe, clean and in good repair;

5.4.3.3 kept at all times at the Site taking all adequate and proper measures to protect the Equipment from adverse weather conditions, theft, damage and/or other physical risks and not move or attempt to move any part of the Equipment to any other location without the Company's prior written consent;

5.4.3.4 used only for the purposes it was designed for and in accordance with applicable laws and regulations;

5.4.3.5 operated in a proper and safe manner at all times;

5.4.3.6 not altered or interfered with (including additions or removals of components of the Equipment) by anyone without the prior written consent of the Company; and

5.4.3.7 (to the extent Equipment is not installed by the Company), installed properly and safely by appropriately trained personnel.

5.4.4 You must keep the Company fully informed of all matters relating to the Equipment and must notify the Company immediately of any loss, theft or damage to the Equipment (or any part thereof).

5.4.5 You shall obtain and comply with all permissions, consents and licences required for the Equipment under any applicable laws or regulations.

5.4.6 The Company and its duly authorised representatives shall be permitted to inspect the Equipment at all reasonable times and for such purpose to enter the Site. You agree to grant (or procure the grant of) access and facilities for any such inspection.

5.4.7 If the Equipment is returned in a damaged, unclean and/or defective state you shall be liable to pay the Company for all cost and expenses of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire by the Company. If the Equipment is returned in a state beyond repair, or if the Equipment is stolen or lost during the Hire Period, you shall be responsible for paying the costs of replacing the Equipment.

5.4.8 You must not without the prior written consent of the Company:

5.4.8.1 part with control of the Equipment (including for the purposes of repair or maintenance), sell or offer for sale or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of the Equipment;

5.4.8.2 cause the Equipment to be attached to any land or building so as to cause it to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and you shall repair and make good any damage to such land or building caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;

5.4.8.3 do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Equipment. You must ensure that at all times the Equipment remains identifiable as being the Company's property;

5.4.8.4 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, you must notify the Company and shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

5.4.8.5 do anything, or permit anything to be done, which could invalidate the insurances maintained in accordance with these Conditions.

5.4.9 At the end of the Hire Period or on termination of this Agreement, you shall deliver up the Equipment at your own cost, or (if necessary) allow access to the Site or such other premises where the Equipment is being kept for the purposes of removing the Equipment.

5.4.10 The Company reserves the right to refuse (in its sole discretion) any Order should it be deemed that the Equipment will not be used correctly or in accordance with these Conditions or that you do not have the adequate skills or experience to use the Equipment.

5.5 **Haulage**

5.5.1 Where carriage of Equipment is requested, such carriage shall be provided by the Company at its sole discretion.

5.5.2 You shall cover the costs of carriage of the Equipment. The costs of same shall be communicated to you (orally or in writing) by the Company. Such costs shall be deemed to be included in the Order and shall be payable by you in respect of that Order.

5.5.3 All times quoted for delivery and collection are approximate only and time shall not be of the essence. No liability can be held against the Company for any transport delay nor costs incurred on this basis.

5.5.4 Where the Company (or its contractors) is delivering and/or installing the Equipment, you shall be responsible for:

5.5.4.1 ensuring that adequate access is made available to the Site or delivery location for such purpose;

5.5.4.2 provide a parking place or permit for loading and unloading (and any parking fines incurred in the delivery and/or collection of Equipment will be your responsibility);

5.5.4.3 provide labour to assist the Company, as required, in the load and unload of the Equipment (unless otherwise agreed in writing); and

5.5.4.4 ensuring that all personnel acting on your behalf follow the Company's instructions at all times.

5.5.4.5 Demurrage is chargeable at the rate of £75 per hour or at such rate as set out in the Company's quote provided to you, 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 articulated lorry.

5.5.4.6 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.

5.6 **Site**

5.6.1 You agree that it is your sole responsibility to ensure that the Site 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.

5.6.2 Should any site visits be required in advance of the hire period, each visit will be chargeable.

5.6.3 You agree to prepare the Equipment Space in readiness in accordance with our instructions and directions.

5.6.4 You agree to ensure that all permissions and permits are in place as needed.

5.7 **Installation**

5.7.1 The Company may offer certain installation Services, as agreed between the parties and at the cost recorded in the Order.

5.7.2 If, upon installation at the Site, it is deemed by the Company that additional services are required, over and above the agreed Services ("**Additional Services**"), you shall be responsible for paying all costs and expenses incurred in providing such Additional Services.

5.7.3 To the extent that certain equipment, plant or machinery is required for installation of the Equipment, this will be communicated to you in writing prior to the Hire Commencement Date. You shall be responsible for ensuring that any required equipment is available to the Company, unless otherwise expressly agreed in writing.

5.7.4 Prior to the Hire Commencement Date, you shall:

5.7.4.1 prepare the Site and ensure that it is ready for installation of the Equipment;

5.7.4.2 co-operate with the Company and shall follow the Company's instructions;

5.7.4.3 provide complete and accurate information and ensure that all information remains complete, accurate and up to date in all material respects for the duration of the Hire Period;

5.7.4.4 comply with all applicable laws and regulations at all times in your use of the Equipment;

5.7.4.5 comply with the Company's guidelines and instructions at all times in your use of the Equipment; and

5.7.4.6 ensure the Equipment is maintained and returned to the Company.

5.8 **Bespoke Equipment**

5.8.1 The Company may, on agreement, design bespoke Equipment for your needs, provided the requirements are clearly set out in writing ("Bespoke Equipment").

5.8.2 You acknowledge that your use of Bespoke Equipment is entirely at your own risk.

5.8.3 You acknowledge that Bespoke Equipment is subject to any limitations on use that the Company communicates to you (orally or in writing) at the time, and you agree to only use Bespoke Equipment in accordance with any instructions and guidelines communicated to you (orally or in writing) by the Company.

5.8.4 All warranties whether express or implied are waived to the fullest extent permitted by law. The Company does not accept any liability for the design or specifications of any Bespoke Equipment designed for you, except where it is proven that the Company acted negligently.

5.8.5 You acknowledge that Bespoke Equipment is designed and built in accordance with your instructions and specifications, and is designed for the intended use, as communicated by you at the time of placing your order with the Company. The Company shall not be liable for any delays or losses incurred as a result of inaccurate or incomplete information provided by you, or any change in the intended use of the Bespoke Equipment.

6. **Title and Risk**

6.1 The Equipment shall at all times remain the property of the Company and neither you nor any other person shall have any right, title or interest in or to the Equipment.

6.2 Risk in the Equipment shall pass to you for the duration of the Hire Period and all times when the Equipment is not in the Company's possession until you return the Equipment to the Company (and are in possession of a receipt from us acknowledging return of all Equipment).

6.3 You must, at your own expense, hold or obtain all risks insurance (for such amounts as a prudent owner or operator of the Equipment would insure for) relating to the Equipment throughout the times when the Equipment is not in the Company's possession (including for the duration of the Hire Period).

6.4 You shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Company to confirm these insurance arrangements.

6.5 You shall indemnify the Company in connection with the replacement cost of any Equipment that is lost, stolen and/or damaged beyond repair during any period that the Equipment is at your risk, less any amount paid to the Company under any policy of insurance taken out in accordance with these Conditions.

6.6 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.

7. Cancellation terms

7.1 In the event that it is determined by the Company that it is no longer able to provide the Equipment, the Company reserves the right to cancel this Agreement. In the event of a cancellation by the Company (for no cause), any payments received by the Company will be returned to you within fourteen (14) Business Days.

7.2 Should you cancel this Agreement for any reason whatsoever before the Hire Commencement Date the following cancellation charges will be payable by you (immediately without any further notice by the Company being required):

(a) Cancellation more than 7 days before the Hire Commencement date: you will be charged for and liable to pay 25% of the total amounts payable under the Order and, in addition, all costs that the Company is unable to recover resulting from the cancellation (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 24 hours before (but not including) the Hire Commencement period: you will be charged for and liable to pay 50% of the total amounts payable under the Order and, in addition, all costs that the Company is unable to recover resulting from the cancellation (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).

(c) Cancellation within 24 hours of start of Hire Period: 100% of the total amounts payable under the Order.

8. Term and Termination

8.1 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 8.2.

8.2 The Company may terminate or suspend performance of this Agreement immediately by written notice if you:

(a) commit a material breach of these Conditions or any Order;

(b) fail to pay any amounts due on time and in accordance with these Conditions;

(c) suffer an Insolvency Event.

8.3 In the event of termination or suspension of this Agreement for whatever reason, the Company shall be entitled immediately to enter the Site or the location housing the Equipment for the purposes of securing and removing the Equipment and you shall ensure that the Company or its representatives are granted unrestricted access for such purpose.

8.4 Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination or expiry.

9. Warranties and indemnities

9.1 These Conditions apply to you. You take full responsibility for the safe handling, installation and maintenance of the Equipment.

9.2 Where you arrange collection, delivery or return of the Equipment, you shall ensure the Equipment is transported safely using appropriate methods of transportation and in accordance with any guidance, instructions or advice provided by the Company.

9.3 You shall, upon request, provide evidence of compliance with these Conditions and any guidance or instructions provided by the Company with regard to the installation and maintenance of the Equipment during the Hire Period.

9.4 If the Company is required to attend the Site to assist you with the Equipment, you shall pay for all costs associated with the Company's call out and any repairs to the Equipment required.

9.5 You shall indemnify and keep indemnified the Company 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 rental payments and profit and any damages or compensation paid by us 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 Site 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.

10. Exclusions and limitations of liability

10.1 Subject to clause 10.3, the Company's aggregate liability to you in respect of any Order shall be limited to amounts paid by you under that Order.

10.2 Subject to clause 10.3, the Company shall not be liable for:

(a) any delay in the performance of our obligations under this Agreement caused by you (or any of your contractors), or any delay or default originating from you (or any of your contractors) and, in such circumstances, you shall promptly reimburse any additional costs incurred by the Company resulting from same; or

(b) any loss of profits, loss of revenue, loss of goodwill, loss of reputation or loss of opportunity; or

(c) any indirect or other consequential loss whether arising from negligence, breach of contract or howsoever caused.

10.3 Nothing in the Agreement, shall operate to exclude either party's liability to the other for:

10.3.1 death or personal injury resulting from that party's negligence;

10.3.2 fraud or fraudulent misrepresentation of that party; or

10.3.3 any matter for which it that party is not permitted under law to exclude or limit, or to attempt to exclude or limit, its liability.

10.4 Both parties shall effect and maintain appropriate comprehensive public liability insurances in respect of their liabilities under this clause. Upon request you shall supply to the Company copies of all relevant policies and other documents necessary to demonstrate compliance.

11. Force Majeure

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 payment obligations) occasioned by Force Majeure. Both parties shall use all reasonable endeavours to minimise the effect of the event of Force Majeure on performance of its obligations under this Agreement.

12. Notices

12.1 Any notice or consent required or permitted under this Agreement shall not be binding unless made in writing and may be served personally or sent by pre-paid first class or registered post or by email.

12.2 Notice or consent shall be deemed given at: (i) the time of delivery if given personally; (ii) at the commencement of the second Business Day if sent by post; or (iii) at the time of actual transmission if sent by email (provided that no bounce back or similar notice of unsuccessful transmission is received).

13. Data Protection

You hereby consent to the Company using any information provided by you for any purposes connected with this Agreement. For more information on how the Company uses your personal information, please refer to the Company's Privacy Notice and Information Security Policy available on the Website.

14. Confidentiality

You shall keep all sensitive or confidential information about the Company or the business, affairs, customers, clients or suppliers of the Company secure and confidential and shall not be disclosed to any outside party (save as required by any law, regulation or court order) without the prior written consent of the Company.

15. Intellectual Property

All intellectual property rights throughout the world, in and to any materials (including any drawings, designs, instructions and guidelines or packaging materials) made available to or delivered to you by the Company, shall, as between the parties, belong to the Company. You have no intellectual property rights in or to same and shall not reproduce or disclose any such materials without the express written consent of the Company.

16. Promotion and marketing

16.1 Unless you otherwise notify us in writing, the Company 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.

16.2 The Company 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.

17. Miscellaneous

18. To the extent that "you" comprise of more than one person, both such persons shall be jointly and severally liable under the Agreement.

19. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. The parties shall negotiate in good faith to amend any such invalid, illegal or unenforceable provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.1 The parties do not intend that any term of the Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

20.2 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Agreement upon notice to you. You may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Agreement without the prior written consent of the Company.

20.3 No variation or waiver is effective unless agreed in writing and signed by authorised representatives of each of the Company and you.

20.4 The Company may update these Conditions from time to time by publishing an updated copy on our Website.

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

20.6 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.

20.7 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

21. Definitions and Interpretation

21.1 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:

"Agreement" means these Conditions and the agreed commercial terms, as set out in an Order.

"**Business Day**" means a day other than Saturday, Sunday or public holiday in the United Kingdom.

"Company" means Steeldeck Rentals Ltd (company number: 3159877) with its registered address at Brentmead House, London, N12 9RU, and shall (where applicable) include its employees, directors or authorised representatives.

"Conditions" means these terms and conditions, as amended from time to time.

"Deposit" means the deposit amount payable by you to the Company for rental of Equipment, as set out in the Order (if applicable).

"Equipment" means any equipment or other items for hire by you from the Company, as set out in the Order.

"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, lockouts, riots, civil commotion, malicious damage, explosion, terrorism, disease, governmental actions and any other similar events.

"Goods" means the products or items supplied by the Company to you (or any part of them, as the context may require) under the Agreement.

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

"Hire Period" means the period commencing on the Hire Commencement Date and ending on the agreed end date of the Hire Period, upon either of the following: (i) the Equipment is returned to Company's possession; or (ii) Company collects the Equipment.

"Insolvency Event" means if a party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for

or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this; or it suspends or ceases, or threatens to suspend or cease carrying on business; or its financial position deteriorates so far as to reasonably justify the opinion that its ability to pay its debts as they fall due is in jeopardy.

"Order" means the order terms (as agreed between the parties and set out in an order form or set out in an email) relating to the hire of Equipment and/or the purchase of Goods (as applicable) by you from the Company.

"Purchase Price" means the purchase price for Goods, as set out in the Order.

"Rental Payment" means the amounts payable by you to Company for renting the Equipment as set out in the Order.

"Services" means certain installation and other services to be provided by the Company, as set out in the Order.

"Site" means the location where the Equipment shall be delivered and/or installed (as applicable), as set out in the Order.

"Website" means the Company website, available at www.steeldeck.co.uk.

"you"/"your" refers to the person, firm, company or other organisation hiring the Equipment and/or purchasing the Goods from the Company.

21.2 The following rules of interpretation shall apply in these Conditions:

(i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(ii) reference to in writing or written includes email;

(iii) any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and

(iv) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted; and

(v) references to clauses are to the clauses of these Conditions.