

 **TERMS AND CONDITIONS OF HIRE**

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These General Terms apply to **all** Equipment that CK Castles provides to the Customer. In addition to these General Terms, CK Castles may also publish Equipment Specific Terms from time to time, which concern matters that are specific to the particular Equipment that CK Castles provides to the Customer. Any such Equipment Specific Terms apply in addition to (and not instead of) these General Terms. If at any time CK Castles has not published any Equipment Specific Terms for a particular type of Equipment provided to the Customer, these General Terms shall continue to apply to the Customer in respect of that Equipment.

These General Terms and any Equipment Specific are all available to view and download at <https://www.ckcastles.co.uk/>

**1. Equipment Hire:** This Agreement applies in relation to any Equipment leased by CK Castles even if this Agreement is not signed. A reference to an “Equipment Schedule” is a reference to a schedule to this Agreement.

**2. Quotations:** Prices and other details in any quotation that we provide are only valid for 7 days or such other limited time period as stated condition in the quotation.

**3. Orders**: You acknowledge that once you place an order with us, you are not permitted to vary or cancel the order unless you compensate us for the losses we incur.

**4. Price and price increases:** We will notify you of the price for the Equipment when you place your order. We may increase the price if there is an increase in our costs between the date of an order and the date the equipment is delivered to the Customer Site.

**6. Delivery and Installation**: We will use reasonable endeavours to deliver the Equipment to the Customer Site and on the date requested in your order. However, we will not be liable for any losses you suffer as a result of a delay or failure to deliver the equipment. You confirm that you will be present at the Delivery of the Equipment. Acceptance of Delivery by the Customer (or representative of the Customer) shall constitute conclusive evidence that you have examined the Equipment and found it to be in good condition, complete and fit in every way for the purpose for which it is intended. To assist the Delivery and installation of the Equipment, you shall at your own expense provide all required materials, facilities, access and suitable working conditions to enable CK Castles to Deliver and install the Equipment safely including adequate, facilities, access and safe working conditions.

**7. Title and Risk**: The Equipment shall at all times remain the property of CK Castles and the Customer shall have no right, title or interest in or to the Equipment. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is redelivered to CK Castles.

**8. Customer’s Responsibilities:**

The Customer shall during the term of this agreement:

**(a)**  ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner and in accordance with any operating instructions as provided for by CK Castles.

**(b)**  take such steps (including compliance with all safety and usage instructions provided by CK Castles) as may be necessary to ensure, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by the Customer.

**(c)**  maintain at its own expense the Equipment in good repair in order to keep it in as good an operating as it was on the Commencement Date including the replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

**(d)**  at all times keep the Equipment in the possession or control of the Customer and kept at all times at the Customer Site.

**(e)**  permit CK Castles or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Customer Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

**(f)**  not, without the prior written consent of CK Castles, sell or offer for sale, underlet or lend the Equipment to any person whatsoever.

**(g)**  not use the Equipment for any unlawful purpose;

**(h)**  allow for the collection of the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as CK Castle requires, or if necessary allow CK Castles or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and the Customer acknowledges that CK Castles shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer.

**9. Payment Terms:**  You must pay us for the Equipment prior to the installation of the Equipment.

**10. Liability:** Our maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the cost of the price paid by the Customer.This agreement sets out the full extent of CK Castles’ obligations and liabilities in respect of the Equipment and its hiring to the Customer. CK Castles shall not be liable under this agreement for any, loss of profit, loss of revenue, loss of business; or indirect or consequential loss or damage in each case, however caused, even if foreseeable.

**11. Termination****:** CK Castles may terminate this agreement with immediate effect by immediate notice to the Customer if:

**(a)**  the Customer fails to pay any amount due under this agreement on the due date for payment.

**(b)**  the Customer commits a material breach of any other term of this agreement.

**12.  Consequences of Termination:**

Upon termination of this agreement, however caused:

**a)**  the Customer’s consent to possession of the Equipment shall terminate and CK Castles may, by its authorised representatives, without notice and at the Customer’s expense, retake possession of the Equipment and for this purpose may enter the Customer Site or any premises at which the Equipment is located; and

**(b)** the Customer shall pay to CK Castles on demand:

**(i)** all Rental Payments and other sums due but unpaid at the date of such demand

**(ii)**  any costs and expenses incurred by CK Castles in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal costs).

**13. Force Majeure:**

CK Castles shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**ANY DAMAGES TO ANY EQUIPMENT WILL BE CHARGED AT THE RATE AS SET OUT IN THE RELEVANT TERMS FOR THAT EQUIPMENT**

**The Customer agrees to release CK Castles from any and all liabilities incurred with the use of the Equipment**

 **HIRE DATE SIGNED PRINTED**