

Skan PA Hire Limited – Terms and Conditions for Dry Hire

The Contract

All orders are accepted and goods supplied subject to the following terms and conditions. No additions or alterations shall apply unless specifically agreed in writing. All goods remain the property of Skan PA Hire Ltd (referred to here after as the Company).

Price/Payment

All prices quoted exclude VAT carriage and insurance (unless specifically stated otherwise). VAT will be charged at the rate ruling at the relevant tax point. The price shall be payable in accordance with the invoice. In the event that payment is not received when due interest may be charged. The Customer will be liable for all fees incurred in the recovery of overdue payments. The Customers shall not be entitled to withhold or set off payment on any grounds.

Delivery

The Company shall not be obliged to arrange carriage unless it has specifically agreed to do so in writing. Where the Company agrees to arrange delivery responsibility for unloading the goods shall remain with the Customer.

Time of Delivery

Delivery will be deemed to occur when the Customer takes possession of the goods or when the Customer's carrier takes possession thereof, at which time risk in the goods shall pass to the Customer. Times quoted for delivery are estimates only the Company will use it's best endeavours to comply with times but shall not be liable for failure to deliver within such times.

Acceptance

The Customer must inform the Company in writing as soon as is reasonably practical of any discrepancy or damage. The Company will not be liable for rectifying any such discrepancy or damage if notification is made more than 7 days after delivery. The Company disclaims all liability in respect of loss or damage to goods once delivery has occurred.

Passing of Property & Risk

The goods shall be at the Customer's risk from the time of delivery, and it shall be the Customers responsibility to insure them against loss or damage from that time.

Health and Safety

Notice is given that the Company has available information or product literature concerning the conditions necessary to ensure the goods supplied will be safe when properly used. Unless such information is requested immediately it will be assumed that the Customer is in possession of such information and does not require any information or advice on the safe use of the goods.

Changes in Specification

Whilst specifications are believed to be correct all products are subject to the Company's and manufacturer's policies of continuous improvement and are liable to modification without notice.

Shipping Specifications/Carnet

Any shipping specifications are approximate and the Company accepts no liability if items exceed the dimensions or weight specified.

Sub-contractors

Unless otherwise agreed in writing the Company reserves the right to sub-contract fulfilment of the order or any part thereof.

Force Majeure

The Company shall not be liable for any delay in or failure to perform its obligations if the delay or failure is caused by circumstances outside the reasonable control of the Company.

Care of Goods

The customer shall:

- a) Not remove any labels from or interfere with the hire goods, their working mechanisms or any other part of them and shall take reasonable care of the hire goods and only use them for their proper purpose in a safe and correct manner
- b) Notify the supplier immediately after any breakdown loss and/or damage to the hire goods
- c) Take adequate and proper measures to protect the hire goods from theft damage and/or other risks
- d) Keep the goods at all times in its possession and control
- e) Ensure that any employees, agents or contractors that operate the Hire Goods are adequately and sufficiently qualified and trained.
- f) The goods must be returned in good working order and in a clean condition

Fitness for Purpose

The Company gives no warranty that the goods are fit for the Customers purpose. The Customer warrants that:

- g) They are aware the goods are supplied for the purpose for which they were manufactured
- h) They have all licences required
- i) The goods will only be used by a qualified individual
- j) The goods will not be adapted or altered

Cancellation

Cancellation of an order may be accepted or refused at the discretion of the Company and any such acceptance shall be subject to payment by the Customer of a cancellation charge.

Applicable Law

The contract shall in all respects be governed by English Law and the Customer agrees to submit to the jurisdiction of the English and Welsh Courts.

Assignment

The Customer shall not assign or otherwise dispose of this contract without the Company's prior consent.

Insolvency

The Company shall have the right to terminate the contact forthwith where the Customer becomes insolvent or bankrupt or a receiver is appointed or enters into liquidation. The Company shall have no further obligation under the contract and the price for all goods shall immediately become payable.

Warranty

Where a valid claim is notified to the Company within 7 days of delivery the Company's only obligation shall be to replace such quantity of the goods proved to be defective or at the Company's sole discretion refund the price of the goods.

Hold Harmless

The Customer agrees to indemnify and hold harmless the Company against any actions, claims, proceedings, costs, losses, whatsoever and howsoever caused or resulting from the goods or their use. The Company shall not be liable for indirect or consequential loss or damage suffered by reason of any default by the Company including failure to make delivery dates.

Waiver and Invalidity

Failure to exercise or enforce any right conferred by these conditions shall not operate as a waiver for future conditions. If any provision of these terms and condition is invalid this shall not vitiate the remainder of the terms and conditions.