



The Temporary Utilities Group Ltd (TTUG). Equipment Hire, Installation & Services

Terms and Conditions

To the hire of all plant (the Equipment) from TTUG, trading as Extra Spaces, CCW, TempElec or TP Comms, a PRIVATE LTD COMPANY registered in England under number 14152513, whose registered address is: Acorn House Nook Lane Warrington WA41NT

If the Customer wishes to extend the Hire term they may do so at any time prior to the end of the Hire term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 180 DAYS subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire term.

The Company reserves the right to recall the Equipment immediately at any time. In the event that the Customer exercises this right the Customer will be reimbursed for any remaining period in the original Hire term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter its premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

In the event the Customer falls in to bad credit or is more than 7days late in making a payment for hire or extended hire or supply of services the company reserves the right to recover equipment and terminate the hire.

Deposit

The Customer may be required to pay a refundable Deposit to the Company at the commencement of the Hire term, prior to delivery of the Equipment. The sum of the Deposit shall be set out in the quotation or hire agreement.

At the end of the Hire term the Company shall fully inspect the Equipment upon its return by the Customer or collection by the Company. If the Equipment requires routine cleaning, repairs and / or maintenance which is the result of normal wear and tear the Customer will receive the Deposit back in full. In the event that additional cleaning, repairs and / or maintenance is required or the equipment is or parts of is beyond repair or missing the Company shall retain the Deposit in full or in part as appropriate to the value of repair replacement and shall provide the reasons for such retention to the Customer in writing, should a no deposit arrangement be made the customer accepts that lost missing or damaged items will be charged for at replacement cost and invoiced accordingly including all relevant calculations and pricing information.

Fees and Payment

The Hire Fees will be determined by reference to the length of the Hire term, the type and quantity of Equipment, the Price List and any additional Items which may be included in the Hire, as set out in the Hire Agreement.

Payment of the Hire Fees shall be made in part or in full, as set out in the Hire Agreement or Quotation, at the commencement of the Hire term.

All Hire Fee payments to be made in part will take the form of regular weekly or monthly payments. The Company will invoice the Customer. All payments shall be required within 21 days of the date of the relevant invoice.

Invoices that exceed the 21 days credit will be subject to statutory late payment fees as set out by the uk parliament.

Hired Personnel provided shall attract Personnel Fees which shall be calculated on an hourly or daily basis at quoted rates.

Collection, Delivery, Hire and Return

The Customer may collect certain items of Equipment from the Premises at the start of the Hire term. The Customer may only collect the Equipment once all payments required have been made and any insurance requirements have been complied with.

The Company shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire term but shall not be liable for any lack of availability.

Certain items of Equipment may require delivery by the Company, with or without associated Hired Personnel as appropriate. Such delivery shall be made to the Customer Location at an agreed time. The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.

In the event that the Customer is granted month to month hire, any shortfall or returns that fail to tally must be reported within 72 hours of invoice with the provision it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefore and shall not have the right to subsequently dispute the facts of the delivery.

The Company is required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by the Company. If the Customer discovers any damage (pre-existing) or fault with the Equipment during the Hire term, the Customer should inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Equipment (or have it repaired). If the Company is unable to replace or repair the Equipment (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), the Company will offer the Customer a refund equal to the remaining, unused part of the Hire term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which the Company agrees that the Customer is entitled to a refund. Refunds will be made using the same payment method originally used by the Customer.

At the end of the Hire term, on the agreed date the Customer shall either return the Equipment to the Premises at or before the time shown in the Hire Agreement or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Hire Agreement, as appropriate.

If the Customer is late in returning the Equipment the Company shall charge the Customer for additional hire at the normal daily rate for that Equipment. The Hire term will be extended. The provisions of this shall continue to apply daily until the Equipment is returned.

Use and Care of the Equipment

The Customer may only use the Equipment for the normal purpose for which it is intended.

All Equipment must be used in accordance with health and safety guidelines from the HSE and by appropriate trained operators.

The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.

Temporary fixed equipment must remain where fixed removal by customer is prohibited, portable equipment delivered to a site/location must remain at the delivered location unless give specific written consent from the company.

The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

The customer shall not remove any labels identity or supplier information from the equipment.

All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.

All Equipment which requires fuel or oil or water/coolant must only be used with the types specified by the manufacturer of that particular piece of Equipment or such other type as authorised by the Company the customer is responsible for daily oil, fuel and coolant checks and any damage due to negligence.

All electrical equipment must only be used with the voltage specific to that piece of Equipment.

All Equipment must be stored in a safe and secure location and shall, where appropriate, be locked and secured at all times when not in use.

Maintenance

The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.

The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Hired Personnel to the Customer Location (such Hired Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.

If parts require replacement during the Hire term the Company shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).

Equipment that required periodic servicing will require customers to provide reasonable access to complete servicing.

Any parts and / or substitutes provided under sub-Clause 9.3 shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.

Insurance

The Company provides no insurance cover for the Equipment. The Customer shall therefore be required to arrange for fully comprehensive insurance cover for the duration of the Hire term. Such insurance must cover third party liability, loss and damage. The Company may require proof of such insurance prior to releasing the Equipment to the Customer.

If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.

Theft of Equipment

If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including the crime reference number.

Liability and Indemnity

The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence (including that of its employees, agents or sub-contractors). Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Hire Agreement is formed. The Company will not be responsible for any loss or damage that is not foreseeable.

[The Company's total liability under these Terms and Conditions shall be limited to the value of the contract between the Company and the Customer, that is, the total Hire Fees payable by the Customer.]

Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

Termination

The Company shall be entitled to terminate or suspend quoted works and hire of equipment in the event that the:

• Customer is in breach of these Terms and Conditions.	• Customer has had their assets or banks frozen in order to satisfy debts
• Customer fails to satisfy overdue invoices.	• Customer has a receiving order made against them.
• Customer is subject to insolvency proceedings	• Customer is subject to bankruptcy proceedings

In the event of termination for any of the above reasons.

All payments required under the Hire Agreement shall become due and immediately payable.

The Company shall have the immediate right to the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

The Customer has the right to terminate the hire early on return of hired equipment

Events Outside of the Company's Control (Force Majeure)

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

Communication and Contact Details

The Customer may contact the Company, by telephone at 08448845078

Complaints and Feedback

The Company always welcomes feedback from its customers and, whilst the Company always uses all reasonable endeavours to ensure that its customers' experience is a positive one, the Company nevertheless welcomes the opportunity to resolve any complaints.

All complaints are handled in accordance with the Company's complaints handling policy and procedure.

Other Important Terms

The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.

The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) without the Company's express written permission.

The Hire Agreement is between the Customer and the Company. It is not intended to benefit any other person, company or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

These Terms and Conditions, of service & hire and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Great Britain.

As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing takes away or reduces your rights as a consumer to rely on those provisions.

Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Great Britain.