



## **STANDARD TERMS & CONDITIONS SUPPLY OF HIRE EQUIPMENT**

Version: October 2023

Before placing an order, the Hirer should read these Terms carefully as they contain important information about Total Automated Solutions (TAS) and the Contract.

**1. DEFINITIONS** In this document the following words shall have the following meanings:

- 1.1 "TAS" means the company, firm or person hiring out the Equipment;
- 1.2 "The Hirer" means the company, firm or person who hires the Equipment from TAS; A " personally or through another person acting in the client's name or on the client's behalf.
- 1.3 "Equipment" means, any product agreed to be hired from TAS either manufactured product or distributed product. Covering all items to be hired by the Hirer as listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for the equipment.
- 1.4 "Site" means any premise, site specified s or location by the Hirer at which the Equipment is to be delivered to or collected from, used at, or is otherwise located;
- 1.5 "Additional Charges" means charges applicable to the provision of the Equipment which are charged in addition to the Charges including those additional costs and expenses referred to in these Terms;
- 1.6 "Charges" means the charges set out in the Contract or if no charges are detailed in the Contract, TAS standard charges for the relevant Equipment in force on the date TAS issues a written acceptance of the Order to the Hirer;
- 1.7 "Commencement Date" means the date on which the relevant Contract is formed in accordance with agreement start date.
- 1.8 "Contract" means the contract between TAS and the Hirer formed by signing this agreement.
- 1.9 "Casual Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
- 1.10 "Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
- 1.11 "Hire Period" means the period of hire of the Equipment as set out in the Contract, unless the Contract is terminated earlier in accordance with these Terms or extended by agreement between TAS and the Hirer;
- 1.12 "Total Loss" means any loss or damage that is not repairable or would cost more to repair than the market value of the Equipment.
- 1.13 "Order" means the individual orders for the hire of Equipment placed by the Hirer from time to time in a branch, over the telephone, via our website or per email in accordance with these Terms;
- 1.14 "Replacement Cost" means the cost of replacing with new any item of Equipment or part of it including but not limited to the cost of the item or part of it, any unpaid Charges that would otherwise have been paid by the Hirer were it not for such replacement, and a reasonable administrative charge to be determined by TAS covering the cost to TAS of administering the replacement; 1.15 "Terms" means these terms and conditions.
- 1.16 References to the singular include the plural and vice versa and references to any gender include every gender; 1.17 References to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.18 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

### **2. GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the hire of the Equipment by TAS to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by TAS in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by TAS.
- 2.3 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

### **3. INFORMATION ABOUT TOTAL AUTOMATED SOLUTIONS AND CONTACTING TAS**

- 3.1 Who is Total Automated Solutions (TAS). The name, company registration number, registered office address and VAT number of the company from which the Equipment will be hired set out in the Contract.
- 3.2 How to contact TAS. If the Hirer has any questions or if the Hirer has any complaints, the Hirer should contact TAS via any of the methods available at [www.tasweb.com/hire/contact-us](http://www.tasweb.com/hire/contact-us) or [sales@tasweb.uk](mailto:sales@tasweb.uk).
- 3.3 How TAS may contact the Hirer. If TAS must contact the Hirer, TAS will do so by telephone or by writing to the Hirer at the email address or postal address the Hirer provides to TAS in the Order.

### **4. FORMATION OF CONTRACT AND ORDERS**

- 4.1 The Hirer's Order is an offer to hire from TAS. Each Order placed by the Hirer will be an offer by the Hirer to hire the Equipment on these Terms. The Hirer will ensure that each Order is accurate and complete and that the Equipment is suitable for the Hirer's requirements.
- 4.2 How we, TAS, accept the Order. A Contract will be formed between TAS and the Hirer for the provision of the Equipment set out in the Order, when TAS issues a written acceptance (including by email) of the Order to the Hirer.
- 4.3 TAS may not accept your Order. If TAS is unable to accept an Order for any reason, TAS will inform the Hirer of this and will not charge for the Equipment.
- 4.4 When will the Contract commence. The Contract shall commence on the Commencement Date and shall continue for the Hire Period unless terminated earlier in accordance with these Terms.
- 4.5 The charges for the Equipment will be payable by the Hirer to TAS in accordance with the payment terms set out in these Terms. In addition, TAS may invoice the Hirer for any Additional Charges which may be levied against TAS by the TAS in relation to the Contract or



the Equipment.

4.6 **Minimum Hire Period.** A minimum hire period may apply to the Equipment. The Hirer may not terminate any Contract in respect of the hire of Equipment prior to the expiry of any minimum Hire Period. Where the Hirer purports to cancel or terminate the Contract where TAS is not at fault prior to the expiry of any minimum Hire Period, the full charges for the Equipment shall continue to be chargeable for the remainder of the minimum Hire Period.

4.7 Any fees, taxes, and expenses related to the purchase of the Equipment.

## 5. THE EQUIPMENT

5.1 These conditions apply (to the exclusion of all others put forward by the hirer) to all equipment hired and to the hire as detailed in and signed on this contract.

5.2 **TAS retains ownership of the Equipment.** The Hirer acknowledges that the Equipment always remains the property of TAS. The Hirer has no right, title or interest the Equipment except that it is hired to the Hirer in accordance with the terms of the Contract. 5.3 **The Hirer will have quiet possession of the Equipment.** TAS shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment during any Hire Period.

5.4 **Hirer to notify TAS of issues with, or caused by the Equipment.** The Hirer shall immediately notify TAS of any loss, accident, damage, or defect in the Equipment or if the Hirer considers that the Equipment may cause damage to the Hirer's property. 5.5 **TAS may access a Site to inspect and repair the Equipment.** The Hirer shall grant (or shall procure that TAS, or their authorised representatives, are granted) access to the Site at all such reasonable times on reasonable notice to:

5.5.1 inspect the Equipment and ensure the Hirer's compliance with its obligations under the Contract; and/or

5.5.2 carry out any inspections or repairs of the Equipment.

5.6 **Use and storage of the Equipment by Hirer.** The Hirer:

5.6.1 shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) but the Hirer shall not repair or allow any third party (other than TAS and only where directed by TAS) to repair the Equipment and shall notify TAS immediately if any repair is necessary;

5.6.2 shall ensure that the supply electric voltage should be correct for the VSD is used;

5.6.3 shall not sell, licence or create any security interest or type of preferential arrangement on or over the Equipment; 5.6.4 shall use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and in compliance with all laws and applicable regulations including any health and safety legislation which relates to the use of the Equipment instructions provided to or supplied to the Hirer by TAS; 5.6.5 The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose. 5.6.6 shall not make any alter, modify or attach anything to the Equipment (including defacing or covering up any name plate or mark); 5.6.7 shall not without the prior written consent of TAS, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture;

5.6.8 shall not, without the prior written consent of TAS, part with control of the Equipment;

5.6.9 shall not do or permit to be done anything which could invalidate TAS' insurances claim;

5.6.10 is responsible for the security of the Equipment whilst in the Hirer's possession; and

5.6.11 will take all appropriate measures to secure the Equipment at the Site, including when not in use.

5.7 **Damage to or loss of Equipment.** Subject to Clause 12, the Hirer shall pay TAS:

5.7.1 all costs and expenses in respect of:

(i) rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Hirer's risk; and

(ii) cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for rehire. Such costs and expenses shall be confirmed to the Hirer by TAS, subject to supporting documentation. In addition, the Hirer will continue to pay the Charges until any repairs and or cleaning have been completed; and

5.7.2 the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Hirer will continue to pay the Charges, until the Replacement Cost has been received by TAS.

5.8 **Consequences of expiry or cancellation of the Contract.** On expiry or cancellation of the Contract for whatever reason all Equipment at such time in the possession of the Hirer shall immediately become due for return to TAS or its nominated TAS. 5.9 **TAS requires access to recover or substitute the Equipment.** The Hirer will grant, and will ensure that TAS, their agents, employees, and sub-contractors the right at any time to enter any premises where the Equipment is or may be stored in order to recover or substitute the Equipment. The rights granted in this Clause are without prejudice to any rights and remedies of TAS. 5.10 **Substitution of the Equipment.** TAS may substitute the Equipment from time to time with an alternative piece of equipment of an equivalent standard. TAS will give you reasonable notice if it intends to do this.

## 6 COMMENCEMENT

The period of hire shall commence from the time that the Equipment leaves TAS' premises or other agreed location and shall continue until returned to the TAS' premises or other agreed location or termination of hire is confirmed in writing if TAS is to collect.

## 7 DELIVERY AND RETURN

7.1 Unless otherwise agreed in writing, the Hirer is responsible for unloading the Equipment at the Site and loading on its return to TAS and for all costs incurred in connection therewith. Any driver or operator supplied by TAS shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer. It is agreed that all goods will be collected by TAS from the Site within 48 hours of termination of hire.

7.2 Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to TAS and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.

## 8 HIRER'S OBLIGATIONS

The Hirer must:

8.1 Use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity; 8.2

Regularly check the condition of the Equipment during the period of hire. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition;

8.3 During the period of hire ensure the security and safekeeping of the Equipment;

8.4 allow TAS access to inspect, repair or replace the Equipment upon reasonable notice at any time;

8.5 immediately inform TAS of any breakdown of the Equipment or any problem affecting the working of the Equipment;

8.6 not repair the Equipment without the prior written consent of TAS.



- 8.7 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 8.8 unless otherwise agreed in writing by TAS, keep the Equipment in its own possession at the Site;
- 8.9 return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full;
- 8.10 not sell or offer for sale, assign, mortgage, pledge, re-hire or lend the Equipment to any third party without written consent from TAS.
- 8.11 comply with any relevant Government or Local Authority Regulations.

## **9 BREAKDOWN AND REPAIRS**

- 9.1 Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs while carrying out normal repairs, full allowance for the hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.
- 9.2 Where the breakdown of the Equipment is caused because of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by TAS arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.
- 9.3 Where TAS decides to carry out urgent repairs to the Equipment during the period of hire, the TAS shall be obliged to replace the Equipment with equipment of a similar type and TAS shall be liable for all transport costs involved. Where no replacement equipment is available TAS shall be entitled to terminate the hire immediately by notice in writing to the Hirer. TAS shall be liable for all transport costs where termination occurs within 3 months of the start of the period of hire and for the costs of loading and returning the Equipment where termination occurs more than 3 months after the start of the period of hire.

## **10 CHARGING**

The Equipment may be hired out on the basis outlined in the Hire Contract to this agreement. All Equipment is hired based on payment within the agreed credit terms of TAS' monthly invoice.

## **11 TERMINATION**

11.1 Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 5 working days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to TAS. 11.2 If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of TAS in the Equipment may be prejudiced or put in jeopardy, the TAS shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for TAS to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the TAS to recover from the Hirer any monies due to TAS under this agreement or damages for breach thereof.

## **12 LIABILITY**

12.1 TAS shall not be liable for any loss or damage arising from any cause beyond its reasonable control. 12.2 TAS shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer however caused, because of any negligence, breach of contract, misrepresentation or otherwise. 12.3 The liability of TAS with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at TAS' option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable. 12.4 Nothing in these Terms and Conditions shall exclude or limit the liability of TAS for death or personal injury caused because of the TAS' negligence, breach of contract or otherwise.

## **13 INSURANCE**

The Hirer shall be responsible for insuring the Equipment against loss, damage or theft. The Equipment shall be plant hire insured for the manufacturer's current published list price. Commencement of such shall be when the equipment arrives at the Hirers premise and terminate when the equipment is off hired as per clause 11. The Plant Insurance Company Name, Policy Number and Expiry Date must be entered on this contract.

## **14 INDEMNITY**

The Hirer agrees to indemnify and hold the TAS and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the TAS by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire.

## **15 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **16 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



**Notice to the hirer: This is a hire contract. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a complete copy of this Agreement when you sign.**

**The Hirer hereby agrees to these terms and conditions which shall regulate all sales between the hirer and the lessor from the date hereof:**

**Signature:**

<b>Date</b>	
<b>Hirer name</b>	
<b>Signed by</b>	
<b>Position</b>	