

SMH Products Ltd and or associated and subsidiary companies

General conditions for sale and hiring goods

1. Definitions

Contract - the on hire note, delivery note, price lists, any document (s) that set out these conditions and all other details regarding your agreement with us.

We (us) - SMH Products Ltd and or associated and subsidiary companies.

You - the individual, firm, company or other organisation hiring or buying goods from us.

These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.

These conditions do not affect your rights as a person dealing as a consumer, not for business purposes.

English law will govern the contract.

2. Our charges

a. Charges for hiring goods

You must pay the hire charges shown in the price list unless agreed in writing, equipment charges do not include accessories and consumables, you must pay extra for all accessories and consumables including filters taken in conjunction with hire equipment, accessories and consumables are sales items only. You must pay for all delivery and collection charges, packing and VAT. Prices quoted exclude VAT. Hire charges are due for the entire period you have the goods including weekends and public holidays.

Minimum hire period one week, thereafter per day, day rate 1/5th weekly rate. Where prices for longer hire periods have been agreed and goods are returned earlier than agreed, the full agreed hire period will be charged for.

Hire charges will start from the date shown in the contract until;

- you have returned the goods to us as supplied, in a clean and useable condition
- we have issued a final invoice showing all charges

· 24 hours notice is required to off-hire the goods, provided this is a weekday we will normally collect the goods the next working day (Mon-Fri). These hire conditions continue until we have collected the goods, provided we have given you an off-hire number.

You will be responsible for the good until they are returned to us.

An off-hire number, telephone, e-mail or fax advice of termination of the hire does not represent the termination of the hire; the hire is only termination when the goods have been returned to SMH in the same condition as supplied. You must pay all charges owed when requested by us.

b. Payment terms for buying goods

If we have agreed in writing to allow you a monthly account, you must pay all of our invoices in full by the end of the month following the invoice date. If you do not have a monthly account you must pay us when you place your order or when the goods are delivered, if we have agreed this with you. You must pay all other charges within 7 days of the month end, on a monthly basis or at the time the hire ends.

c. Interest and other charges

If you do not pay any amount when it is due we will add interest to the overdue amount each date at a rate equal to 8% above Lloyds Bank PLCs base rate at the time.

3. Delivery and collection charges

You must pay us any agreed charges for delivery or collection of the goods. If we quote carriage charges, these are one way only; these cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivery or collection of goods but are unable to do so because of your actions or failure to act. You must pay extra for us to collect the goods at the end of the hire. No deliveries will be made to unattended sites, waiting time will be charged at our hourly rate. Once despatched, deliveries not accepted by you will be charged at 20% of the hire rate plus delivery costs.

4. Maximum hire period (if you are not a company or corporation)

The contract will end 3 months from the beginning of the hire period. If you have not already done so you must return the goods to us on the day before the end of the 3 month period, if you fail to do so we may charge you for any financial loss we suffer as a result.

5. When the contract starts

The contract comes into effect when you have placed an order, agreed to adhere to these conditions and we have accepted your order.

6. Safety instructions for hired goods

You must make sure that those using the goods are properly instructed on how to use them safely and correctly and that they have the instructions supplied by us. You must make sure the goods are not misused. You must ensure you comply with all Health & Safety requirements including the; Asbestos at Work Regulations 1999 and Control of Substances Hazardous to Health Regulations 1999.

7. Your responsibility when hiring goods

a. You must unload and load the goods at the address specified by you. You must also load and unload the goods at our premises when you, or your agent, collect or return the goods. If we supply any person to help you, you must give them clear instructions where necessary.

b. You become responsible for the goods when you, or your agent, receive them. If the goods are delivered to you, this is where your responsibility starts. Your responsibilities include protecting the goods from the weather, theft, vandalism, or improper use. At the end of the hire period you must return the goods to us unless you have made arrangements for us to collect them, the goods must be returned in good, clean working order. Your responsibility does not end until the goods have been returned or collected and we have given you a receipt for them. You must not sell or in any way give up control of the goods.

c. You will be responsible for any death, injury, loss or damage caused by misuse of the goods while they are hired to you.

d. Equipment must not be taken into the contaminated area; all equipment must be returned clear of contaminants, cleaned and in the condition supplied. Any equipment returned contaminated will be refused. Hire charges will continue until the equipment is cleaned and available for rehire.

e. Wheel clamps supplied are your responsibility; we cannot take responsibility for any loss or damage howsoever caused.

8. Electrical goods

If any part of the goods is electrical it should be used with the original plugs or sockets fitted. If you need to fit other plugs or sockets to the goods this must be carried out by a competent person who must also return the goods to their original condition. You must make sure you have a suitable supply of electricity for the goods. Never use electrical goods that are not earthed correctly unless the goods are double insulated. You must keep to all regulations that apply, including the Electricity at Work Regulations 1989, while you are responsible for the goods.

9. Maintaining hired goods, breakdown procedures and reporting accidents

You must use all equipment as detailed in the manufacturers' instructions. You must replace all filters when necessary; any HEPA absolute filters requiring replacement due to you not using pre-filters will be charged to you.

Replace waste water filters as required, daily if necessary. Pumps failing due to not replacing water filters will be charged to you.

You must make sure the goods remain clean and in working order. If the goods break down or are not working properly you must report this to us immediately. You must not repair the goods without authorisation from us.

You must return the goods for us to examine unless we have agreed otherwise.

You must tell us immediately if the goods are involved in any accident resulting in damage to the goods or other property or injury to any person.

You must tell us immediately if the goods breakdown, any claim for breakdown time will only be considered from the time and date of the notification.

You must take all necessary steps to keep the goods protected from damage or theft.

You must pay us our reasonable costs of repairing or cleaning the goods if you return them damaged, contaminated or unclean. You must pay all hire charges up to the time the goods are available for rehire.

All parts and labour are charged at manufacturers' list price.

10. Where hire goods are placed

The hired goods must not be moved from any site agreed by us unless you have our written permission.

11. Rehiring etc.

The plant or any part thereof shall not be rehired, sub let or lent to any third party without our written permission.

12. Limits of our liability

a. All times quoted for delivering or collecting goods are approximate.

b. We will not be liable for any delays in delivery or collection of goods howsoever caused.

c. If the goods break down or stop working properly we will try to replace them or repair the fault as soon as reasonably possible after you have reported it to us.

d. As soon as you hire or buy goods for use in a business we will not be liable for any indirect loss of; business or profits, savings you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or not working properly.

e. We will not be liable for equipment that has failed to perform its intended task for equipment manufactured, sold, hired, serviced, repaired or tested by us for any other goods supplied or any service undertaken. Responsibility for the safe and proper use of the equipment for its intended purpose is that of the user.

13. Insurance payment for hired goods that are lost, stolen or damaged

All damages must be paid for. You must pay us the SMH list price of replacing any hired goods that are lost, stolen or damaged beyond economic repair (if the cost of repair is more than the equipment is worth). You should insure the goods for the cost of replacement at SMH list price. Hire charges will continue until lost or damaged goods have been paid for in full. If you receive any money as settlement of any claim relating to the damage to, loss or theft of the goods, you must hold that money separately in trust for us and pay it to us when requested. You must not negotiate any claim without our permission.

14. Lost, stolen, damaged or unclean hired goods

a. You shall not repair the plant without the written authority of us, except for the changing of any tyre and repair of punctures. You are responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture.

b. You shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred to us due to your negligence, misdirection or misuse of the plant, and for the payment of hire at the idle time rate as defined during the period the plant is necessarily idle due to such breakdown, loss or damage. You are responsible for cost of spares and / or repairs due to the theft, loss or vandalism of the plant. We will be responsible for the cost of repairs, inclusive of the cost of spares, to the plant involved in breakdown from other causes.

c. Full allowance for the hire charges and for the reasonable cost of repairs that have been authorised by us will be made to you for any stoppage due to breakdown of plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

15. Ending the contract if you hire in the course of a business

We may end the contract if;

- you break this contract
- You become bankrupt
- as a company, you start to be wound up or a receiver administrator is appointed over all or part of your assets

· you enter into any agreement with your creditors (those you owe money to) or a voluntary agreement is made which affects you

- you enter into a voluntary agreement

If we end the contract in these circumstances it will end immediately and we may repossess any or all of the goods. If we end the contract it will not affect our right to recover any money you owe us under this contract or damages we claim as a result of you breaking this contract.

16. Ending the contract if you hire as a private individual and not in the course of business

If you are hiring the goods as a private individual and not in the course of a business we may end this contract if;

- you break this contract
- you become bankrupt
- you enter into a formal agreement with your creditors

If we end the contract in these circumstances we will work out the hire charges for the actual period you have had the goods.

17. Our rights of access

We may enter any land or premises where we have reason to believe the goods are located. We may do this at reasonable times and after giving reasonable notice. We can only have this access if we need to inspect, test, repair, service, replace or repossess the goods.

18. Ownership of and responsibility for the goods you buy

a. If you buy any equipment from us you will become responsible for loss or damage as soon as goods are delivered to you, including consumables taken with the hire equipment.

b. We own the goods until you have paid in full for all the goods we have supplied. Until we have received full payment for the goods you will hold the goods on our behalf and you must return them to us when requested. We may enter any land or premises of yours, other than your home, to recover our goods.

19. Protection of our rights

a. You shall not rehire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided below and shall protect the same against distress, execution or seizure and shall indemnify us against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

b. If you make default in punctual payment of any sum due to us for hire of plant or other charges, or fail to observe and perform the terms and conditions of this Contract, or if you suffer any distress or execution to be levied against you, or make or propose to make any arrangement with your creditors, or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force, or shall do or cause damage to be done or permit or suffer any act or thing whereby our rights in the plant may be prejudiced or put into jeopardy, this Contract may forthwith be determined by notice from us to you (notwithstanding that we may have waived some previous default or matter of the same or similar nature). The Contract shall thereupon be deemed determined by reason of your breach and it shall be lawful for us to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the determinations of the hiring under this Condition shall not affect the right of us to recover from you any monies due to us under the contract or any of our rights and remedies. In particular, without limitation, we shall be entitled to claim the hire charges outstanding as at the date of determination of the hire under this clause, return transport charges, and damages for your actual or deemed breach of the Contract under this Clause.

20. Separate terms

If any term in this contract cannot be enforced it will not affect the remaining terms.