

Temporary Buildings Ltd trading as:

WS *Temporary Buildings*

RENTAL AGREEMENT
TERMS AND
CONDITIONS

WS Temporary Buildings
Oakfield Manor Farm
Chelford Lane
Knutsford, Cheshire
WA16 8UQ

TERMS AND CONDITIONS HIRE

1. Definitions and Interpretation

1.1 The following expressions will have the following meanings unless inconsistent with the context:

"Claims" means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

"Contract" means these conditions, the Order, the Hire Agreement and the handover pack containing instructions and guidance.

"Delivery and Installation Services" means the installation services more particularly detailed in the Hire Agreement.

"Equipment" means the temporary building which you are hiring in accordance with the Contract.

"Exceptional Use" means uses other than routine non-chemical warehousing storage carried out in accordance with good industry practice.

Hazardous Material means all waste pollutants contaminants and other hazardous toxic noxious flammable corrosive matter or matter containing materials listed or regulated as hazardous toxic noxious or corrosive under environmental laws including but not limited to animal carcasses and general waste.

"Hire Agreement" means the agreement forming part of the Contract annexed to these conditions and headed 'Hire Agreement'.

"Hire Period" means the term of the hire commencing and expiring of the Equipment shall be in accordance with the Contract.

"Installation Location" means the location of the Equipment as more particularly identified in the schedule annexed to the Hire Agreement.

"Interest" means 5% per annum above the base lending rate of Lloyds Bank PLC calculated on a daily basis.

"Losses" means all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

"Order" means your order for the hire of the Equipment as set out in the Hire Agreement.

"Rental" means the hire fee amount agreed for the hire of the Equipment as specified in the Contract which for the avoidance of doubt excludes VAT.

"RPI" means the Retail Prices Index.

"Security Deposit" means the amount more specifically referred to in the Hire Agreement to be held on account by us and deducted accordingly in the event of any damage to the Equipment.

"We, us" means Temporary Buildings Limited (Company Number 08724807)

"VAT" as provided for in the Value Added Tax Act 1994 and any tax similar or equivalent to or substituted for Value Added Tax.

"You", "your" means the person, firm, company of other organisation purchasing the Equipment from us in accordance with the Order.

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

1.3 If there is a conflict between any of the terms of these conditions, the Order or the handover pack, the conflict will be resolved according to the following order of priority:

1.3.1 Order and Hire Agreement; and

1.3.2 these conditions

2. Our Charges

2.1 You shall pay the Rental as more particularly described in the Hire Agreement.

2.2 The description of the Equipment shall be as set out in the Hire Agreement.

2.3 Interest will not affect any other rights that we may have. Interest can be charged before or after we have obtained any judgment against you and you agree pay any of our reasonable expenses in recovering money or goods from you.

2.4 We reserve the right to increase the Rental on the anniversary of the commencement of the Hire Period in line with RPI.

3. When the Contract Starts

The Contract comes into effect when you have placed an Order and the same is accepted by us, by which you agree to abide and comply with these conditions for the duration of the Hire Period and until the Equipment is returned to us and accepted.

4. Delivery, Installation and Removal of Equipment

- 4.1 You will be responsible for obtaining all necessary statutory or regulatory consents, including (but not limited to) planning permissions, and building regulation approvals and third party consents. It is your responsibility to ensure that building regulations, local building and planning regulations are adhered to prior to the installation and we will not be liable for any direct or indirect costs, losses or damages as a result of failing to adhere to such obligations as a result of your failure to ensure that such consents are satisfactory furthermore you shall indemnify us in respect of any direct and/or indirect losses arising as a result.
- 4.2 We will deliver and install the Equipment shown in the Contract so that it is ready for use by the date shown in the Hire Agreement.
- 4.3 We will not be liable for any compensation, direct or indirect losses arising from snagging issues save that we shall return as soon as practicable thereafter to complete the provision of the services.
- 4.4 You will ensure that the site and Installation Location is at all times served by a firm access road suitable for unrestricted access suitable for oversized commercial and industrial vehicles with or without equipment and workmen with adequate hard standing and the site itself is firm, level free from flooding, third party rights, trees and overhead obstructions and without buried pipes, or concealed services, which might suffer damage or interruption as a result of our installing the Equipment to you. If you cannot meet any of these conditions you will let us know as soon as possible before we deliver the Equipment, and if these matters have not previously been mentioned, we reserve the right to make further charges to cover any additional costs that we incur in dealing with obstructions and you hereby indemnify us in respect of any additional costs incurred providing that you shall grant your unconditional consent for us to utilise such access including but not limited to after the provision of any Installation and Delivery Services providing that we shall not be liable for any adverse impacts caused to such access.
- 4.5 We can offer you advice in respect of the location of the Equipment, providing that you provide us with sufficient information in advance and in writing in order for us to consider compliance with relevant laws and regulations. If we do advise you in respect of the same and you choose to ignore such advice, you will indemnify us against any Claims and Losses which we may suffer or incur directly or indirectly as a result of your failure to follow such advice. You will instruct us exactly where the Equipment are to be installed in accordance with the Purchase Agreement provided that this shall not differ from the Installation Location unless otherwise agreed in writing, taking into account statute, third party consents, health and safety, all applicable laws, good industry practice, building regulations and planning permission, and will ensure that you have authority from the site owner for the Equipment to be installed at the Installation Location and indemnify us in respect of the same.
- 4.6 If we have to site the Equipment anywhere other than the Installation Location, then you will be responsible for any reasonable additional charges incurred provided that we shall use reasonable endeavours to notify you in writing of such charges prior to installation.
- 4.7 We will use reasonable endeavours to deliver and install the exact Equipment as specified in the Contract save that where we are unable to do this for any reason, we may substitute Equipment providing that such goods are not of a lesser quality or standard achieving the same result. We will not however insist on you accepting substitute Equipment which are substantially or materially different from that specified in the Contract.
- 4.8 We will dismantle and remove from site our Equipment as soon as possible after the expiry of the Hire Period. We will do our best to remove our Equipment as quickly as possible, and you will ensure the site and Installation Location is at all times served by a firm access road suitable for unrestricted access suitable for oversized commercial and industrial vehicles with or without equipment and workmen and grant your unconditional consent for us to utilise such access. Whilst all efforts will be made to minimise, any damage to the surface the structure has been anchored to will be the client's responsibility to make good once we have cleared site.
- 4.9 You should note that the installation of the Equipment often involves the use of heavy plant or machinery and the use of stakes or similar ground fixing devices. We will exercise reasonable care save that we shall have no liability for making good the site of the Installation Location following delivery or any Delivery and Installation Services and you acknowledge that aluminium tracking is available in addition to the Price if requested in writing by you prior to commencing the Delivery and Installation Services and subject to availability.

5. Your Responsibility When Hiring Equipment

- 5.1 You must comply with and implement any instructions that we give you relating to the safe use of our Equipment, including those instructions from time to time included within the guidance contained within the handover pack provided, a further copy of which is also available upon request in writing. You will be liable for any loss or damage occurring should you fail to follow our recommendations and usage guidance as issued to you and/or contained in the handover pack and/or instructions.
- 5.2 You are responsible for the general security of the site and Installation Location throughout the whole of the period when our Equipment is present. You are responsible for the safety and security of the Equipment from the completion of the installation. You will make good any loss or damage to the Equipment, which occurs during the Hire Period.
- 5.3 You will notify us as soon as possible of any defect or deterioration in the Equipment. In return we will take all reasonable steps to remedy this as quickly as we can. We may charge for any site visit unless the need for a visit was as a result of any inherent defect in our Equipment or workmanship.
- 5.4 You will in particular ensure that the interior of any structure is adequately heated when necessary so as to protect from frost, ice or snow damage, and you will not allow the collection or build up of snow on the Equipment, which you acknowledge might affect the useful life of the Equipment and our obligations in accordance with the Contract. Gutter clearance of debris and heavy snow is the client's responsibility. Damage due to non-maintenance of gutters is not covered under warranties
- 5.5 In windy and adverse weather conditions you will take all reasonable steps to make sure that all openings are firmly closed when not in use, and are opened only for the purposes of entering or leaving the Equipment.
- 5.6 You shall not alter or interfere with the Equipment without our consent in writing, you acknowledge that if the Equipment is altered or interfered with you will notify us immediately and will fully indemnify us from any direct or indirect liabilities, costs, expenses or damages suffered or incurred by us as a result. For the avoidance of doubt, no walls, poles, ropes, anchors, wires, holes, roofing structures or other parts of any structure shall be moved, removed, altered or modified without our consent in writing.

- 5.7 If we incur any cost or loss caused by you, or if the Equipment is damaged during the Hire Period, through your failure to follow any of these conditions you will be responsible to compensate us fully for that loss and the same shall be deducted from the Security Deposit provided that you shall be liable to top up the Security Deposit if the same is reduced at any time during the Hire Period provided that you shall return the Equipment in the same condition as at the outset of the Hire Period subject to reasonable wear and tear arising from fair use during the Hire Period and such damage incurred or repairs required shall be payable by you in full including but not limited to deduction from the balance of the Security Deposit.
- 5.8 The maintenance of the building, and the maintenance and repair of mechanical components e.g. doors, electrical components, lights, compressors is your responsibility. You are also responsible for the maintenance of guttering. You shall at all times keep the Equipment in a good standard of condition and repair provided that we shall perform an annual maintenance check with any remedial actions being the sole responsibility of the Hirer at the Hirer's expense provided that any failure to do so shall not affect your obligations to keep the Equipment in good working order and you shall return the Equipment in a similar condition as at the date of the Contract subject to reasonable wear and tear arising from fair use in accordance with good market practice.
- 5.9 Subject to this clause generally, we will not be responsible for any remedial costs that you incur howsoever arising without first notifying us of any defect and permitting us to comply with our obligations under 6.1 unless agreed otherwise in writing.
- 5.10 We will not be responsible for any failure on your part to comply in all respects with any relevant safety precautions, statutory or regulatory requirements and storage, installation, assembly, dismantling, usage instructions from time to time.
- 5.11 You will indemnify and hold us harmless from and against all Claims, Losses, damages, liability, costs (including but not limited to legal fees) and expenses which we may suffer or incur directly or indirectly from your breach of any obligations under the Contract.
- 5.12 You warrant that the ground conditions at the Installation Location are suitable for the Equipment provided that whilst we are able to offer advice you acknowledge that you have inspected the ground conditions proximate to the Installation Location and deem the ground conditions suitable for both the Equipment and you indemnify us in respect of any Claims or Losses arising as a result of the ground conditions at the Installation Location and site generally.
- 5.13 Notwithstanding any other provisions of these conditions you shall be liable for and shall indemnify and keep us indemnified in respect of all such direct and/or indirect Claims, Losses and liabilities arising out of claims by any third party or action taken by any competent authority or the costs necessarily incurred to secure compliance with environmental law, in all cases in respect of:
 - (a) the presence of Hazardous Materials in, on, at, over or under the site; and
 - (b) those Hazardous Materials migrating from the Site.Provided that such Hazardous Materials pre-exist our arrival at the site and any Delivery and Installation Services rendered.

6. Electrical Goods

- 6.1 Where appropriate you will ensure that there is a suitable electrical supply to the structure adequate for the Equipment. If a supply is not available you will notify us before we deliver the Equipment to site. We can then arrange for a portable supply at your expense to be agreed.
- 6.2 Electrical equipment must be used with the original plugs or sockets fitted. If you need to fit other suitable plugs or sockets, any work must be carried out with our approval and by a competent and qualified person, who must also return the equipment to its original condition.
- 6.3 You are responsible to ensure that you have a suitable and adequate electricity supply for the Equipment.
- 6.4 You shall not utilise electrical goods that are not earthed properly, and you must observe any regulations applying to the use of goods including the Electricity at Work Regulations 1989 and shall comply with all laws, regulation and good practice during the Hire Period and we shall have no liability in respect of your failure to do so.

7. Liability

- 7.1 Nothing in these conditions shall limit or exclude our liability for:
 - 7.1.1 death or personal injury resulting from our negligence;
 - 7.1.2 fraud or fraudulent misrepresentation;
 - 7.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 7.1.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - 7.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 7.2 Subject to clause 6.16.1 we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 7.2.1 loss of profits;
 - 7.2.2 loss of sales or business;
 - 7.2.3 loss resulting from damage to property;
 - 7.2.4 loss of agreements or contracts;
 - 7.2.5 loss of anticipated savings;
 - 7.2.6 loss of use or corruption of software, data or information;
 - 7.2.7 loss of or damage to goodwill;
 - 7.2.8 loss associated with change to legislation having retrospective affect regarding Equipment already installed; and
 - 7.2.9 any indirect or consequential loss.
- 7.3 We provide a warranty in respect of the following parts of the Equipment;
 - 7.3.1 10 years in respect of the frame
 - 7.3.2 10 years in respect of the walling
 - 7.3.3 3 years in respect of PVC roofing (if applicable)
 - 7.3.4 1 year in respect of roller shutter doors (if applicable)

There are no further warranties provided in respect of the Equipment or additional items inclusive within the Order.

- 7.4 You acknowledge that the maximum load-bearing capacity of any roofing included within the Order is 60kg per square meter of snow load and that the Equipment have a maximum wind tolerance of 100km per hour and that adverse weather conditions exceeding the maximums stated are outside our control and on that basis we cannot provide any warranty in respect of the same and will not be liable for losses arising as a result.
- 7.6 We will not be liable for any delay in installing or dismantling the Equipment, which is caused by reasons that are beyond our reasonable control including but not limited to force majeure and the delivery time shall be extended for a period of time equivalent to that during which such reason shall persist. In any event, time for delivery and any provision of Delivery and Installation Services shall not be of the essence unless previously agreed between us in writing. The same shall apply in respect of replacement parts and repair.
- 7.7 We will not be liable for any loss or damage, where this is caused by factors that are outside our reasonable control. This includes but is not limited to negligent or malicious acts of third parties and/or adverse weather conditions.
- 7.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.9 The maximum amount for which we will be liable in any circumstances is the higher of 12 months hire charge payable under the contract and calculated by reference to the 12 months period preceding the date of the claim, and to the extent that the liability is insured, the amount that the insurer will pay to discharge the associated liability. This limit does not apply in respect of any claim for death or personal injury, which results from negligence on our part.
- 7.10 You will indemnify and hold us harmless from and against all Claims, Losses, damages, liability, costs (including legal fees) and expenses which we may suffer or incur directly or indirectly from your breach of any obligations under the Contract or failure to comply with local building regulations and planning permission or UK building regulations.

8. Health and Safety

We aim to provide a safe and hazard-free work environment for all our employees engaged in installing, maintaining and supervising our equipment when on site. To ensure that all site operations are conducted in accordance with safe working practices and comply with relevant health & safety regulations, we require you to supply us with a copy of your health & safety policy (where available) before the Equipment is delivered to site or any Delivery and Installation Services are undertaken, together with a detailed description in writing of any specific site condition and/or restriction which requires safety consideration.

9. Risk and Title

- 9.1 Risk and responsibility in respect of the Equipment passes to you upon delivery or, where you have requested our Delivery and Installation Services, when the Equipment arrive at your site in which case you will take all reasonable steps for the safety and security of the Equipment and it is your responsibility to insure the Equipment.
- 9.2 Title in the Equipment shall not pass to you and you shall have no rights of ownership in respect of the Equipment.
- 9.3 You appoint us as your attorney until such a time that the Rental has been paid in full and shall at our request execute and undertake any actions necessary to ensure that we retain title to the Equipment during the Hire Period and where any outstanding amounts are unpaid in accordance with the Contract.

9. Insurance of Equipment

Insurance of all goods provided post-delivery under the Contract is the responsibility of the Hirer. We shall be responsible for insurance until delivery to the site but not the Installation Location. Thereafter, it is a condition of hire that our Equipment is insured from arrival on site for the full period and we must be noted on the hirer's insurance as an interested party. The cover should be an all risks policy and include, new for old replacement cost, re-instatement costs, loss of rental income by us and terrorism. In the event of any loss or damage to the Equipment the Hirer will continue not only to be responsible for payment of any loss but continue to be responsible for the Rental for the full Hire Period.

10. Ending the Contract

- 10.1 We may terminate the Contract with immediate effect in the event that: -
- 10.1.1 you break its terms; or
 - 10.1.2 you become bankrupt; or
 - 10.1.3 you start to be wound up, or a receiver or administrator is appointed over all or part of your assets; or
 - 10.1.4 you enter into any agreement with your creditors or a voluntary agreement is made which affects you; or
 - 10.1.5 you enter into a voluntary arrangement.

In the event of termination arising as a result of any of the above occurrences the Contract will end immediately and we may repossess any or all of our Equipment at our sole discretion. If we end the Contract it will not affect our right to recover any money you owe us under the Contract for the duration of the Hire Period and/or damages we may claim.

- 10.2 In the event that the Hire Period is terminated prematurely the full Rental for the remainder of the Hire Period shall become payable to us by you immediately without deduction or set-off.

11. Our Rights of Access

We may enter any land or premises or the Installation Location where we reasonably believe the Equipment is located, at reasonable times and after giving reasonable notice (except in cases of emergency) provided that this access shall be exclusively granted where we need to inspect, test, repair, service, maintain, replace or repossess the Equipment.

12 Entire Agreement

- 12.1 This agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 12.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

13 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14 Third Party Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16 Governing Law and Jurisdiction

- 16.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.