

TERMS & CONDITIONS

1. Terms

Subject to any variation expressly agreed in writing, the terms set out below together with the Terms and Conditions of Sale and Hire and Supply of Services to Customers (02/2009 Edition), (a copy of which has been supplied to the customer by the Company) shall form the contract between you (the "customer") and the Company.

2. Prices and methods of payment and deposit

2.1 The prices for the hire, the sale of goods and the provisions of services by the Company shall be those set out in the price list published by the Company on the date of delivery (or deemed delivery) or, in the case of services, the date of provision of the quotation. Such prices can be varied by the Company without prior notice.

2.2 Unless otherwise agreed in writing, the Company shall not be required to provide any goods and/or services until the price for such goods and/or services has been paid in full together with any deposit which may be payable from time to time.

2.3 Payments can be made by bank transfer or card payment. Payments by cheque must first be approved by the Company.

2.4 The Company shall be entitled to request the payment of a deposit or a payment on account to be held as security against breakage, loss and/or damage of any goods hired by the Company.

2.5 All prices quoted are subject to VAT.

3. Cancellation

3.1 If the customer wishes to cancel any order **and provided that** such cancellation is made not later than 5 days prior to the delivery/provision date (or deemed delivery/provision date), the customer shall be entitled to a refund of up to 50% of the price quoted by the Company for the supply of the goods and/or the provision of services.

3.2 If the customer wishes to cancel any order and that such cancellation is made within 72 hours prior to the delivery/provision date (or deemed delivery/provision date), the customer shall not be entitled to any refund and the price quoted by the Company for the supply of the goods and/or the provision of services or any outstanding balance thereof shall become payable in full.

3.3 No request for cancellation shall be taken into account until notified to the Company in writing.

4. Delivery

4.1 Any dates quoted by the Company are intended to be estimate and time for delivery is not of the essence. If no dates are so specified, delivery shall be made within a reasonable time.

4.2 Unless otherwise agreed in writing by the Company, delivery of goods shall take place at the Company's place of business. If the Company agrees to delivery goods to your premises, it will do so at its standard delivery cost which will be shown on the Company's price list as published on the date of delivery.

4.3 Queries on delivered goods must be made immediately upon delivery at the time the inventory is carried out.

4.4 In the event of a breakdown or unsatisfactory working of any hired or sold goods or piece of equipment, the customer must notify the fault within 7 days of discovering the defect.

4.5 Goods hired or sold shall be at the customer's own risk from the time of delivery. Risk will not pass back to the Company in respect of hired goods until such goods are back in the physical possession of the Company.

5. Insurance, Storage and Use

5.1 During the entire period during which the goods are hired from the Company, the customer shall remain responsible for such goods and, if appropriate, insuring them. The Company does not provide any insurance cover.

5.2 The customer is required to keep and store all goods and equipment belonging to the Company in accordance with indications and recommendations notified by the Company from time to time. The customer will be responsible for the cost of all repairs or replacement costs which may arise as a result of any negligence, misdirection or misuse of any hired goods.

6. Limitation of liability

6.1 Subject to the limitation set out in the Terms and Conditions of Sale and Hire and Supply of Services to Customers (02/2009 Edition), the Company's total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance of the Company's obligations under the those terms will be limited to the price which the customer has agreed to paid for the hired or sold goods and/or the provision of the services supplied by the Company.

7. Governing Law

These terms and any dispute arising out of or in connection with their subject matter shall be governed by English law.