



# STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

This terms and conditions document contains the relevant terms and conditions that apply to the supply of all goods and services by Unifleet Ltd (company number: 05898001), registered address: Unit 11 Carlton Industrial Estate, Albion Road, Barnsley, S71 3HW (“we/us/our”). Any reference to we, us or our in these terms and conditions includes employees, servants, agents and/or duly authorised representatives of Unifleet Ltd.

This document is structured as follows with the provisions in each Part applying as explained:

- Part 1: Terms that apply to all contracts. Apply to all contracts made with us whether for the supply of Equipment, Products and/or Services. In addition, one or more of the following Parts will also apply depending on (i) the method by which you are contracting with us, (ii) whether you are contracting with us on behalf of a business or as an individual consumer, and (iii) whether you are hiring Equipment, purchasing Products and/or receiving Services from us.
- Part 2: Terms that apply to hire of Equipment and the sale of Products. Apply to all customers (business or consumer) that place an order to hire Equipment or purchase Products (whether online or in-store).
- Part 3: Terms that apply to online contracts only. Apply to all customers (business or consumer) that place an order for Equipment, Products and/or Services online via the internet as opposed to in-store.
- Part 4: Terms that apply to consumers only. Apply only to consumers (i.e. non-business customers). If you are a consumer please take special note of Part 3 as certain provisions set out in other Parts do not apply where you are operating as a consumer (rather than a business customer).
- Annex: Model cancellation form for consumers.

## PART 1

### TERMS THAT APPLY TO ALL CONTRACTS

#### 1 INTERPRETATION

##### 1.1 In these conditions the following words have the following meanings:

“Associated Company” means any group company or company that is a subsidiary company of either party from time to time and ‘subsidiary’ shall have the meaning set out in Section 1159 of the Companies Act 2006;

“Charges” means our current hire charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products or supply of Services (as appropriate);

“Contract” means a contract for the hire of the Equipment, the provision of the Services and/or the sale of Products created by the acceptance of your order by us and which incorporates these conditions;

“Contract Confirmation Email” means, for online or telephone orders, an email that we send to you in accordance with Section 1.6 of Part 3 which states that a Contract has been formed between us;



“Corporate Terms” means pre-agreed terms for the supply of equipment, services and purchase of products signed by you and us;

“Data Protection Directive” means Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

“Data Protection Laws” means [before 25 May 2018, the Data Protection Act 1998 and the Data Protection Directive and from 25 May 2018] the General Data Protection Regulation together with [(both before and after 25 May 2018)] the UK Privacy and Electronic Communications Regulations 2003 and the [Data Protection Act 2018];

“Deposit” means any advance payment required by us in relation to cash hires for the Equipment which is to be held as security by us;

“Equipment” means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“General Data Protection Regulation” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Hire Period” means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of either of the following events (i) you return the Equipment to our possession; or (ii) we repossess or collect the Equipment. If you are a cash customer you will only be able to hire the Equipment for the hire period set out in your Order;

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

“Order” means your order for Equipment, Products and/or Services which has been confirmed by us in-store, or for telephone and online orders, in a Contract Confirmation Email;

“Personal Data” has the meaning given in the Data Protection Act 1998 or the General Data Protection Regulations, as appropriate.

“Privacy Policy” means IE’s privacy policy from time to time, as set out at [our website \(click to view\)](#)

“Products” means the products sold by us to you;



"Services" means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of Equipment (including any delivery and/or collection service for the Equipment) or otherwise;

"Website" means <http://www.ie-ie.co.uk/> or any replacement of it; and

"you" means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products and/or Services.

1.2 References in these conditions to Sections and Parts, are to the sections and parts of these conditions.

## 2 BASIS OF CONTRACT

2.1 These conditions do not affect any of your legal rights where you are a person acting as consumer, i.e. you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession. Any provisions whose application excludes or restricts your legal rights as a consumer will, to the extent they do so, have no force or effect. PLEASE ALSO SEE PART 7 OF THESE CONDITIONS WHICH APPLIES ONLY TO CONSUMERS.

2.2 If you have already entered into a bespoke set of corporate trading terms with us ("Corporate Terms"), then such Corporate Terms shall prevail to the extent that there is any inconsistency with these conditions.

2.3 Subject to Section 2.2 of this Part 1, these conditions shall be incorporated in all Contracts and shall be the sole conditions under which Equipment, Products and/or Services are provided to you. All other terms, conditions and other representations are excluded from the Contracts between you and us (including, without limitation, any terms and conditions which you may purport to apply under any Contract) and these terms and conditions shall prevail.

2.4 Our employees or agents are not authorised to make any representations concerning the Equipment, Products and/or Services unless confirmed in writing (this does not include in our catalogues or on our Website) and any advice or recommendation given by us to you as to the storage, application or use of the Equipment and/or Products which is not confirmed in writing (this does not include in our catalogues or on our Website) is followed or acted upon entirely at your own risk.

2.5 We reserve the right to provide Equipment, Products and/or Services similar or comparable to that ordered by you.

2.6 The Contract shall become binding when we have acknowledged the Order to you either verbally or in writing.

2.7 You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation or byelaw.

2.8 The Contract and all matters relating to the Contract shall be conducted in English.

2.9 We may update any and all of these terms and conditions from time to time by publishing an updated copy on our Website. The updated terms shall be effective from the date of publication on the Website. Please do ensure that you check our Website from time to time for this reason.



### 3 PAYMENT

- 3.1 Time for payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
- 3.2 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend the supply of further Products and/or Services to you or any of your Associated Companies.
- 3.3 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies
- 3.4 If you are a credit customer, we may set a reasonable credit limit for you. We reserve the right to terminate or suspend any Contract if allowing it to continue would result in you exceeding your credit limit, or you have already exceeded the credit limit. Please note that we do not offer credit to individuals (including sole traders) or to partnerships subsisting of three individuals or less.
- 3.5 All Charges are, unless otherwise stated, exclusive of any applicable VAT.

### 4 DEFAULT

- 4.1 If you:
  - 4.1.1 fail to make any payment to us when due;
  - 4.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
  - 4.1.3 persistently breach the terms of the Contract;
  - 4.1.4 provide incomplete, materially inaccurate or misleading facts and/or information to us in connection with the Contract;
  - 4.1.5 attempt to pledge, charge or create any form of security over any Equipment;
  - 4.1.6 cease or threaten to cease to carry on business;
  - 4.1.7 being an individual or partnership, have a bankruptcy petition presented against you or compound with or come to an arrangement with your creditors, enter into an individual voluntary arrangement or suffer any similar action in any jurisdiction;
  - 4.1.8 being a company, enter into voluntary or compulsory liquidation, have an administrator or administrative receiver appointed over all or any of your assets, or compound with or come to an arrangement with your creditors or enter into a company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction;
  - 4.1.9 have circumstances in which we reasonably believe that any of the events mentioned in Sections 4.1.7 or 4.1.8 of this Part 1 is about to occur and we notify you of this belief;



- 4.1.10 reasonably appear to us, due to your credit rating, to be financially inadequate to meet your obligations under the Contract (this Section 4.1.10 only applies to credit customers); and/or
- 4.1.11 reasonably appear to us to be about to suffer any of the above events;
- then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 4.2 below.
- 4.2 If any of the events set out in Section 4.1 of this Part 1 occurs in relation to you then:-
- 4.2.1 we may withhold the performance of any Services and/or supply of any Products and/or cease the delivery of any Services and/or Products in progress under this and/or any other Contract between you (and/or any of your Associated Companies) and us (and/or any of our Associated Companies);
- 4.2.2 we may immediately cancel, terminate and/or suspend without Liability to you the Contract and/or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies);
- 4.2.3 any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by you (or any of your Associated Companies) to us (or any of our Associated Companies) under this Contract or any other Contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) shall immediately become due and payable.
- 4.3 Upon termination of the Contract you shall immediately pay to us (or any of our Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies).

## 5 LIMITATION OF LIABILITY

- 5.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 5.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
- 5.3 We shall have no Liability to you if any Charges or monies due in respect of the Equipment, the Services and/or the Products have not been paid in full and cleared funds by the due date for payment.
- 5.4 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 5.5 We shall have no Liability to you for any:-
- 5.5.1 losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for:
- a) loss of revenue,
  - b) loss of profit,
  - c) loss of anticipated saving,



- d) loss of goodwill; or
- e) loss of reputation;
- 5.5.2 economic and/or other similar losses;
- 5.5.3 business interruption, loss of business, contracts and/or opportunity; and/or
- 5.5.4 special damages, indirect losses and/or consequential losses.
- 5.6 Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract.
- 5.7 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
  - 5.7.1 Liability for breach of contract;
  - 5.7.2 Liability in tort (including negligence); and
  - 5.7.3 Liability for breach of statutory and/or common law duty; except Section 5.5.4 of this Part 1 which shall apply only once in respect of all the types of Liability under this Section 5.7.
- 5.8 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 6 CONFIDENTIALITY
  - 6.1 You and we will each keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law or expressly agreed. You and we each agree not, without the consent of the other, to disclose confidential information of the other to any person other than you or our employees, contractors, suppliers or professional advisers who shall require the information in order for the relevant party to fulfil its obligations under or in relation to the Contract.
  - 6.2 Information shall not be treated as confidential if it is:
    - 6.2.1 lawfully in the public domain; or
    - 6.2.2 lawfully in the possession of a party before disclosure to it has taken place; or
    - 6.2.3 obtained from a third person who is entitled to disclose it; or
    - 6.2.4 replicated independently by someone without access or knowledge of the information.
- 7 DATA PROTECTION
  - 7.1 You acknowledge and agree that we (and our contractors and suppliers) may use Personal Data obtained from you in relation to the provision of Equipment, Products and/or Services, or otherwise during the term of the Contract ("Your Data"), for the following purposes:
    - 7.1.1 administering the Contract (including, without limitation, liaising with any third parties who are relevant to the provision of the Equipment, Products and/or Services, assisting with requests, and/or processing orders);



- 7.1.2 notifying you of changes to the Equipment, Products and/or Services or any terms and conditions;
- 7.1.3 enabling us (and/or a contractor or supplier) to make the Equipment, Products and/or Services available to you/a Delegate nominated by you;
- 7.1.4 for invoicing purposes; and
- 7.1.5 as otherwise permitted under these conditions and IE.IE Limited's privacy policy ([click here to view](#))
- 7.2 We will not pass Your Data (as defined above) to any third parties unless (a) it is necessary to do so for the purposes of the Contract, or (b) in accordance with our legitimate interest to carry out direct marketing to you, or (c) where we have your consent to direct marketing. In those circumstance we may pass Your Data on to other IE companies and, where you have agreed that we may do so, selected third parties (including our contractors and suppliers). We and such other persons may contact you (and your representatives) for marketing purposes (by post, SMS, Telephone, email and other electronic means) and may send you (and your representatives) information about their products and services which we consider may be of interest to you in accordance with (a) our Privacy Notice and (b) (where applicable) your marketing preferences.
- 7.3 You acknowledge that for the purposes of the Data Protection Act 1998, IE.IE Limited is a data controller of any Personal Data that you provide. Details of how we use Your Data and how to exercise your rights under the Data Protection Laws are set out in our Privacy Policy.
- 7.4 You agree that we or anyone acting on our behalf may monitor and record calls made to or by you (and/or any of your employees or personnel), for training purposes, to improve the quality of our/their customer services and to assist with complaint handling. You undertake to make your employees and personnel aware of the provisions of this condition, including our Privacy Notice and to ensure that you have complied with the provision of the Data Protection Laws and your own privacy policy in relation to providing Your Data to us.
- 8 GENERAL
- 8.1 Upon termination of the Contract the following provisions of this Part 1 of the Contract shall continue in full force and effect: Sections 1, 3, 5 and 8.
- 8.2 You shall be liable for the acts and/or omissions of your employees, agents, servants and/or subcontractors as though they were your own acts and/or omissions under this Contract.
- 8.3 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities, including (but not limited to) regulations under the Factories Acts, Health and Safety at Work Act.
- 8.4 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use or storage of the Equipment or use of any Product or Service other than in accordance with our written instructions.
- 8.5 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 8.6 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract





- and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 8.7 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure. If we are affected by Force Majeure then time for performance of our obligations under the Contract shall be extended for a period equal to the period of the delayed performance.
- 8.8 These terms and conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties.
- 8.9 All third party rights are excluded and no third parties shall have any rights to enforce the Contract.
- 8.10 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with it (whether of a contractual or tortious nature or otherwise).
- 8.11 We have the right to vary the Contract, by giving you 7 days' written notice of such variation.
- 8.12 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. You shall have in place adequate procedures designed to prevent any person working for or engaged by you or any other third party in any way connected to the Contract, from committing offences of corruption or bribery. Breach of this Section 8.12 shall entitle us to terminate with immediate effect.
- 8.13 We shall not be obliged to employ any of your employees (or any employees of a third party contractor appointed by you) as a result of or in connection with the Contract or us providing any Services, and you agree to indemnify us against any costs, liabilities and expenses incurred by us as a result of any claim (including for dismissal) or demand of any nature by any such employee against us.

## **PART 2**

### **HIRE OF EQUIPMENT AND SALE OF PRODUCTS**

- 1 PAYMENT
- 1.1 The amount of any Deposit and Charges are detailed in the Order, and are based on our then current price list.
- 1.2 You shall pay the Charges from the date specified in the Order and will continue paying the Charges during the Hire Period until (i) we have given you a collection or off-hire number and (ii) you have returned the Equipment to us or we have collected the Equipment within a reasonable period after the issue of the off-hire number, being not more than 3 working days, and the Equipment is in a clean and serviceable condition and we have given you a receipt. All time during the Hire Period is chargeable and the Charges may be payable on Saturdays, Sundays and Bank Holidays (as appropriate).
- 1.3 If we are unable to collect any Equipment for any reason whatsoever after an off-hire number has been issued, unless the failure is as a result of our acts or omissions the Charges shall continue to be payable in accordance with the Contract until such time as we are able to collect such Equipment.





1.4 Charges or any other sums due under this Contract shall be made in full and cleared funds by the end of the following month from the month of the date of the invoice, or in accord with the credit terms specifically agreed with you.

## 2 RISK, OWNERSHIP AND INSURANCE

2.1 1 Risk in the Equipment and/or Products will pass to you immediately when the Equipment leaves our physical possession or control.

2.2 Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession or control.

2.3 Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment except that it is hired to you and used by you strictly in accordance with these conditions.

2.4 Ownership of any Products remains with us until all monies payable by you (or any of your Associated Companies) under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies) have been paid in full and cleared funds.

2.5 You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

## 3 DELIVERY, COLLECTION AND SERVICES

3.1 You shall collect the Equipment from us at the agreed IE depot and return it to us at the end of the Hire Period to the same (or where we agree, to a different) location. If we agree to deliver or collect the Equipment to and/or from you, we will charge our standard delivery cost from time to time.

3.2 Where we provide Services relating to the hire of Equipment the persons performing the Services are your responsibility. You shall be solely responsible for any damage which occurs as a result of such persons following your instructions during the Hire Period, except to the extent that the persons performing the Services are negligent.

3.3 You will allow and/or procure sufficient access to and from the relevant site and procure sufficient loading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

3.4 You shall provide a suitable access route for delivery and collection of the Equipment with unrestricted entry and approach, and supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the Equipment to rest on.

3.5 You shall pay for any lifting or special apparatus required for the siting of the Equipment.

3.6 If any Services are delayed, postponed and/or cancelled due to your failure to comply with your obligations under the Contract, you will be liable to pay additional standard charges from time to time for such delay, postponement and/or cancellation except where the delay is due to Force Majeure.

3.7 If specifically agreed in advance between us, we will provide an out of hours emergency service to you in respect of breakdowns of Equipment. Where this has been agreed with you, you can call us on the provided contact number outside of usual working hours in relation to any of the Equipment or Services for which you have signed a Contract during the Hire Period. Additional charges for this service will apply



and shall be as set out in your Contract, or in the absence of such agreement, as listed on our website.

3.8 Hires to individuals (including sole traders) or partnerships of 3 individuals or less (or other unincorporated body of individuals) shall not be for a period in excess of 3 months. You shall return the Equipment to us on or before the last day of such three month period.

3.9 A copy of our current weekday delivery charges are available on request

#### 4 CARE OF EQUIPMENT

4.1 You shall:

4.1.1 not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;

4.1.2 take reasonable care of the Equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you and any applicable law or regulations (including any Institution of Electrical Engineers (IEE regulations);

4.1.3 notify us immediately and in any event within two business days after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property;

4.1.4 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

4.1.5 notify us of any change of your address and upon our request provide details of the location of the Equipment;

4.1.6 permit us at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;

4.1.7 keep the Equipment at all times in your possession and control and not to remove the Equipment from the United Kingdom without our prior written consent;

4.1.8 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that we have agreed to provide them as part of any Services;

4.1.9 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment;

4.1.10 not continue to use Equipment where it has been damaged;

4.1.11 where the Equipment requires fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.

4.2 You must return the Equipment in good working order and condition (fair wear and tear excepted) in a clean condition together with all licences, registration and other documents relating to the Equipment.

4.3 It is your responsibility to check the calibration of the Equipment on each occasion before use. Final determination of the suitability of the Equipment for your specific use is your responsibility and you must assume all risk and liability in this regard.



## 5 BREAKDOWN

- 5.1 Allowance will be made in relation to the Charges for any non-use of the Equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear provided that you inform us as soon as practicable of the breakdown.
- 5.2 You shall be responsible for all expenses, loss (including loss of Charges) and/or damage suffered by us arising from any breakdown of the Equipment due to your negligence, misdirection and/or misuse of the Equipment.
- 5.3 We will, at our own cost, carry out all routine maintenance and repairs to the Equipment during the Hire Period (but you agree that you are responsible for applying all lubricating oils and other maintenance detailed in the operating instructions) and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment.
- 5.4 You will be responsible for the cost of all other repairs and breakages necessary to Equipment during the Hire Period which arise otherwise than under Section 5.3 of this Part 2.
- 5.5 It is your responsibility to return Equipment to us or arrange for us to collect Equipment for re-testing 3 months after the date on which the Hire Period commenced.
- 5.6 You must not repair or attempt to repair the Equipment without our prior written consent.

## 6. LOSS OR DAMAGE TO THE HIRED GOODS

- 6.1 If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/or an inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.
- 6.2 You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the Hire Period.
- 6.3 You will pay to us our costs which we may incur in tracking or recovering any lost or stolen Equipment.
- 6.4 You shall pay the Charges for the Equipment up to and including the date you notify us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment (or retrieved any lost or stolen Equipment), you shall pay, as a genuine pre-estimate of lost Charges profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible using the monies paid under Section 6.2.
- 6.5 You agree that where you are in breach of Sections 4.1.5 or 4.1.7 of this Part 2, we shall be entitled to treat the Equipment as lost and the provisions of this Section 6 shall apply.
- 6.6 As part of this contract you are required to have, and produce on request, sufficient insurance to cover the loss of the Equipment subject to this contract.

## 7 LIABILITY

- 7.1 Any defective Equipment and/or Products must be returned to us at your expense for inspection before we have any Liability for defective Equipment and/or Products. Our Liability for defective Products is limited to the cost of refund, repair or replacement of



the same (at our discretion), provided that we shall have no liability for defective Products if:

- 7.1.1 you make any further use of such Product after giving a notice in accordance with Section 3.2 of this Part 3;
- 7.1.2 the defect arises because you failed to follow the manufacturer's instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice (being generally accepted practice within your relevant industry with respect to the storage, installation, commissioning, use or maintenance of items that are the same as or similar to the Product); or
- 7.2 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 7.3 We shall have no Liability to you if any Charges or monies due in respect of the Equipment, the Services and/or the Products have not been paid in full and cleared funds by the due date for payment.
- 7.4 We shall have no Liability resulting from or contributed to by your continued use of defective Equipment and/or Products after a defect has become apparent or suspected or should reasonably have become apparent to you.

## 8. TERMINATION BY NOTICE

- 8.1 If the Hire Period has a fixed duration, subject to the provisions of Section 4 neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by written agreement of the parties.
- 8.2 If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving to the other party any agreed period of notice or where no period of notice is agreed, reasonable notice.
- 8.3 Upon termination of the Contract you shall immediately at your expense, return the Equipment to us or make the Equipment available for us to collect.
- 8.4 If any of the events set out in Section 4.1 of this Part 2 occurs in relation to you then we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where the Equipment and/or Products may be and repossess any Equipment and/or Products.
- 8.5 Any repossession of the Equipment and/or Products shall not affect our right to recover from you (or any of your Associated Companies) any monies due under the Contract or any other contract between you (or any of your Associated Companies) and us (or any of our Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Equipment and/or Products.

## 9. GENERAL

- 9.1 The hiring of each piece of Equipment in the relevant Hire Period shall form a distinct Contract which shall be separate to any other Contract relating to other Equipment.
- 9.2 Upon termination of the Contract the following provisions of this Part of the Contract shall continue in full force and effect: Sections 1, 6, 7 and 9.

## 10. SKIPS

- 10.1 The following terms will apply to the hire of skips in addition to the above terms in Part 2:



10.2 in this Section:

“Additional Charges” means an increase in the price quoted for the hire of skips, notified to you by us in writing, in the following circumstances:-

- a) where the price given relates to a fixed tonnage and this is exceeded;
- b) where the type of waste collected differs from that for which the price was given as detailed in the Contract Confirmation Email ;
- c) where the collection time exceeds that provided in Section 10.6 of this Part 2;
- d) where you breach any terms of the Contract, to include, but not limited to wasted journeys and overloading of the skip.

10.3 It is your responsibility to lay temporary foundations and adequate protection to your driveways, entrances, verges and garden as detailed in Sections 3.3 and 3.4 of this Part 2 and you will be responsible for any damage howsoever caused whilst placing and removing skips.

10.4 Prices quoted for skip hire are based on the disposal of the waste you provide to us on your Order and as detailed by us to you in the Contract Confirmation Email only.

10.5 If the contents of the skip do not fully comply with your Order as acknowledged by us in the Contract Confirmation Email, you will pay any Additional Charges.

10.6 The price quoted shall include thirty minutes waiting time for the collection of the skip, should the skip not be available for collection within that time Additional Charges shall be payable by you.

10.7 If the skip is to be kept other than your own driveway, garden or private property, you may need to apply for permission and a permit from the owner and / or local authority. It is your responsibility to apply for such permission / permit if required and keep such permission and / or permit up to date. It is your responsibility to ensure that permits are arranged before your skip arrives, although we will use our reasonable endeavours to assist you in obtaining the relevant permit from your local authority where agreed at the time of Order and confirmed in the Contract Confirmation Email. If you fail to extend your permit and provide an updated permit to us, we will arrange for collection of the skip on the date the permit expires.

10.8 Rubbish must not be burnt in the skip.

10.9 The content of the skip must not loaded above the skip or overhang the sides or either end of the skip otherwise Additional Charges will apply.

10.10

## **PART 3**

### **TERMS THAT APPLY TO ONLINE CONTRACTS ONLY**

1 ONLINE ORDER PROCESS

1.1 To place an order you must apply to register an account with us. You can register with us as a cash or credit account customer.

1.2 To place an order please choose the Equipment, Product or Service you require and fill in the requested information. Please check the details of your order carefully to ensure they are correct before confirming your order.



- 1.3 The Equipment is hired subject to it being available for hire at the time you request it. Products and Services are sold subject to being available for sale at the time you request them. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire and/or the Products and Services being unavailable for sale.
  - 1.4 Once you have submitted your order you will then proceed to a secure payment page where you will be asked for your payment details. For cash customers payment will be taken for the Deposit, Products and Services when we send you a Contract Confirmation Email. The remaining Charges will be payable at the end of the Hire Period. For credit customers the amount of the Deposit, Products and Services shall be added to your account and you shall be invoiced for this amount. The remaining Charges shall be added to your account at the end of the Hire Period and you shall then be invoiced for this amount.
  - 1.5 After payment details have been taken you will see an order acknowledgment page and be sent an order acknowledgment email setting out the details of your order. At this point a contract is not yet formed between you and us.
  - 1.6 Your order is an offer to us and a contract shall not be formed unless and until we send you a Contract Confirmation Email or supply the relevant Product, Equipment and/or Services, whichever occurs earlier.
  - 1.7 At any time until you receive the Contract Confirmation Email we may decline, without giving any reason, to provide to you the Equipment, Product and/or Services that you have ordered. At the point we send you the Contract Confirmation Email and not before, a Contract will be formed between us. If we cancel your order before a contract is formed between us then we will refund any Charges you have paid to us in accordance with Section 3 of this Part 3.
  - 1.8 We will contact you once you have placed your order to check delivery details with you and agree a delivery time. If during that call we agree with you to change any of your order then those new details will form part of any Contract formed between us and will be set out in the Contract Confirmation Email.
- 2 ONLINE PAYMENT AND PRICING ERRORS
- 2.1 Payment shall be taken in accordance with Section 1.4 of this Part 3.
  - 2.2 Whilst we try to ensure that all the prices on the Website are accurate, errors may occur. If we discover an error in the price of any of the Equipment, Products and/or Services that you have ordered, we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your order at the correct price or cancelling your order.
  - 2.3 If we are unable to contact you using the contact details you provided during the order process or when setting up your account, we will treat your order as cancelled and notify you by email.
  - 2.4 If you decide to cancel your order after we have informed you of a pricing error and you have already paid for all or part of the Equipment, Products or Services, we will give you a full refund of the amount you have paid to us as soon as reasonably possible.
- 3 HOW TO CANCEL AN ONLINE ORDER
- 3.1 Where you place an order through our Site for hire of Equipment, and/or purchase of Products or Services you can cancel your order at any time before you receive a Contract Confirmation Email.



- 3.2 If you wish to cancel your order please contact us on 01226 491573. Please have your Contract Confirmation Email to hand and be ready to quote your order number and to specify which Equipment, Product and/or Services you want to cancel. Alternatively you may give us written notice of your cancellation. This can be done by emailing us at rental@UnifleetUS.co.uk or by writing to us at Unit 11, Carlton Industrial Estate, Albion Road, Barnsley, S71 3HW. You must include your order number in the email or written notice, and clearly specify which Equipment, Products or Services you wish to cancel.
- 4 CLICK & COLLECT
- 4.1 The terms set out under this clause 3 apply in relation to "Click & Collect" orders.
- 4.2 This service is available on all goods marked as available for "Click & Collect" on our website, mobile app and in our catalogue.
- 4.3 If your request:
- 4.3.1 is placed after midnight and before midday, we will reserve the item for collection the same day before 5pm; or
- 4.3.2 is placed after midday and before midnight, we will reserve the item for collection the next working day before midday.
- 4.3.3 In the event that you fail to collect the item before the time scales set out above, we will no longer reserve these items and your request will be cancelled.
- 4.4 We will provide confirmation of your request and the time by which collection must take place by email. In the event that
- 4.5 If we are unable to provide the Equipment by click and collect, you will be able to order through click and deliver.
- 4.6 We will carry out an in store verification before you can collect your goods.

## **PART 4**

### **TERMS THAT APPLY TO CONSUMERS ONLY**

- 1 APPLICABLE TERMS
- 1.1 Where you are acting as a consumer, i.e. you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession, the following provisions in the Contract may, subject to determination by the Courts, have no force or effect:
- 1.1.1 Section 2.4 of Part 1 (employees 'representatives);
- 1.1.2 Section 3.2 of Part 1 (payment of interest on late payment);
- 1.1.3 Section 3.3 of Part 1 (no right of set-off);
- 1.1.4 Section 5 of Part 1 (limitations of liability) subject to Section 13.10 continuing to apply;
- 1.1.5 Section 8.4 of Part 1 (indemnity);
- 1.1.6 Section 8.10 of Part 1 (jurisdiction);
- 1.1.7 Section 3.6 of Part 2 (payment for delayed performance as a result of your non-compliance with the Contract);





- 1.1.8 Section 4.3 of Part 2 (suitability of Equipment);
- 1.1.9 Section 8.4 of Part 2 (right of entry and seizure of Equipment);
- 1.1.10 Section 3 of Part 3 (how to cancel an online order);
- 1.2 Should any defect occur in the Equipment and/or Products, other than one for which you were responsible, we will at our option either, replace or repair the Equipment and/or Products (at no charge to you) as soon as is reasonably practicable. We shall not replace, repair or service any Equipment and/or Products until any outstanding Charges have been paid in full and cleared funds.
- 1.3 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will do this in store before you buy the Products or hire the Equipment from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in these conditions.

Information we will give you

We will give you information on:

- the main characteristics of the Equipment you want to hire and/or the Products you want to buy;
  - who we are, where we are based and how you can contact us;
  - the total price of the Equipment and/or Products including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);
  - the arrangements for payment and supply of Equipment/Products;
  - our complaint handling policy;
  - our after-sales services;
  - our commercial guarantees; and
  - the duration of the Contract and how to end it.
- 1.4 The key information we give you by law forms part of this Contract (as though it is set out in full here).
  - 1.5 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.
  - 1.6 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
    - 1.6.1 losses that were not foreseeable to you and us when the Contract was formed, or that were not caused by any breach on our part; or
    - 1.6.2 business losses and losses to non-consumers.



## 2. NATURE OF THE PRODUCTS

2.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

2.1.1 the Equipment and Products:

- a) are of satisfactory quality;
- b) are fit for purpose;
- c) match the description, sample or model; and
- d) comply with your legal rights;

2.1.2 the hire of Equipment is carried out with reasonable care and skill;

2.1.3 you must pay a reasonable price for the hire of Equipment, and no more if you and we have not fixed a price for the hire of Equipment; and

2.1.4 we must carry out the hire of Equipment within a reasonable time if we have not fixed a time with you for the hire of Equipment to be carried out.

2.2 If we cannot supply certain Equipment or Products we may need to substitute them with alternative Equipment or Products of equal or better standard and value. In this case:

2.2.1 we will let you know if we intend to do this but this may not always be possible; and

2.2.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know the period of time for which such an offer remains open.

## 3. YOUR RIGHT TO CANCEL IF YOU ARE A CONSUMER (NOT FOR BUSINESS PURPOSES)

3.1 The following provisions of this Section 3 apply where you are a consumer as defined in Section 1.1 of this Part 4. Note that this Section only applies to orders that are made online or over the telephone and not to orders made in-store.

3.2 You can cancel your order by notifying us:

3.2.1 for the hire of Equipment, at any time prior to us sending the Confirmation Email and also within 14 days of the date on which you received the Confirmation Email; and

3.2.2 for the purchase of Products, at any time prior to delivery of the relevant Products and within 14 days of the date that you receive the last of the Products to be delivered to you.

You can notify us in-store in person, by telephone or via our website, or by using the model cancellation form on our Website (although use of this form, which is set out at the end of these Conditions in the Annex, is not obligatory).

This means that if you change your mind about the Equipment and/or Products, or for any other reason you decide you do not want the Equipment and/or Products, you can notify us of your decision to cancel your order, and then return the Equipment and/or Products to us for a refund. If your order comprises more than one item you can cancel and return any of the items individually or in combination – if you are not cancelling the whole order please be as clear as possible about what you are cancelling and what you are not cancelling. However, note the effects of taking



possession of the Equipment in this 14 day cancellation period - see Section 3.3 of this Part 4 for more information.

- 3.3 Where you hire Equipment online or over the telephone, if we have delivered the Equipment or you have taken possession of Equipment within the 14 day cancellation period on your instructions then if you cancel the hire of the Equipment we will be entitled to charge you on a pro-rated basis for the use you have had of the Equipment. Please be aware of this if you wish to take possession of the Equipment during your 14-day cancellation period.
- 3.4 Where you cancel your order after the Equipment or Products have been delivered or collected you agree to return the Equipment or Products to us by following the procedure set out below. Subject to any deductions we are entitled to make in accordance with Sections 3.3 and 3.7 of this Part 4, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without delay using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. Where applicable we will refund to your credit account.
- 3.5 You agree to return the Equipment or Products in full, in a re-saleable condition and securely packaged (properly repacked in their original packaging if they were removed from it) and unused. You are responsible for all costs of returning the Equipment or Products subject to the exceptions set out below.
- 3.6 Nothing within these conditions affects your rights under law, and in particular you will always be entitled to return products to us for a full refund if they were mis-described, are not of satisfactory quality or are not reasonably fit for their purpose and we cannot remedy the fault to your reasonable satisfaction. Only in such circumstances and/or if we provide you with substitute products which you do not want will we refund your reasonable costs to return the products to us.
- 3.7 If the Equipment or Products are damaged whilst in your care (including damage caused in assembling or disassembling the Equipment or Products), if you fail to return all parts of the Equipment or Products or otherwise if your failure to take reasonable care of the products means that we reasonably believe that resale will not be possible at all, you agree that we may withhold payment of all or part of the refund in respect of the Equipment or Products as compensation for our loss on these Equipment or Products. You should make all reasonable attempts to examine the Equipment or Products before removing the protective covering, and agree that removing the protective covering will constitute a failure to take reasonable care of the Equipment or Products.

#### 4. FAULTY EQUIPMENT AND PRODUCTS

- 4.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') for faulty equipment, products and services are set out below. If there is something wrong with your Equipment or Products, the remedies under your statutory rights for faulty equipment or products will apply. In practice, there may be some overlap between the remedies available to you and we will try to agree with you the most appropriate course of action.
- 4.2 For more detailed information on your rights and what you should expect from us, please:
  - 4.2.1 speak with us in depot;



- 4.2.2 visit our Website
- 4.2.3 contact us using the contact details; or
- 4.2.4 visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 4.3 Nothing in this Contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 4.4 Please contact us using the contact details at the bottom of this page, if you want:
  - 4.4.1 us to repair the Equipment or Products;
  - 4.4.2 us to replace the Equipment or Products;
  - 4.4.3 a price reduction; or
  - 4.4.4 to reject the Equipment or Products (or both) and get a refund.
- 5. DISPUTE RESOLUTION PROCEDURE
  - 5.1 We will try to resolve any disputes with you quickly and efficiently.
  - 5.2 If you are unhappy with the Equipment or Products, our service to you generally, or any other matter, please contact us as soon as possible.
  - 5.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
    - 5.3.1 let you know that we cannot settle the dispute with you; and
    - 5.3.2 give you certain information required by law about alternative dispute resolution, which you can use by visiting the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website <https://webgate.ec.europa.eu/odr> on the 'Your Europe' portal. You can also contact Citizens Advice at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or by telephone on 03454 04 05 06.
  - 5.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract.
  - 5.5 Relevant United Kingdom law will apply to this contract.



## **ANNEX**

### **Cancellation Form**

To Unifleet Ltd (company number: 05898001, registered address: Unit 11 Carlton Industrial Estate, Albion Road, Barnsley, S71 3HW:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following Equipment and/or Products:

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate