

The company agrees to let or sell, and the customer agrees to rent or buy the equipment in accordance with the contract (which incorporates the terms and conditions set out in this document).

### **Definitions and Interpretation**

In these Terms and Conditions, the following words and expressions shall have the following meanings:

- “Company” means Hammond Concrete Testing and Services Ltd, a company registered in England. Registered number 1969180.
- “Contract” means the Contract between the parties for the hire or sale of the equipment evidenced by a quotation of the Company or any order of the Customer and acceptance by the Company or Customer as the case may be and including these terms and conditions.
- “Customer” means the legal person or public authority who is hiring or purchasing the equipment pursuant to the contract.
- “Equipment” means the equipment hired or sold by the Company to the Customer under the contract.
- “Hire” means the rental of the Equipment by the Customer from the Company under the Contract.
- “Rental Charges” means the charges defined hereafter
- “Rental Period” means the period defined hereafter
- “Replacement Value” means the manufacturer’s list price for the time being applicable (including the costs of any modifications), or if none such exists, the list price of that piece of equipment which most closely matches, together with all associated costs including but not limited to the costs of transportation, tax and licences.
- “Sale” means the purchase of the equipment by the Customer from the Company.
- “UK” means the United Kingdom of Great Britain and Northern Ireland.
- “UK/EU Trade” means (i) the Export Control Act 2002 and any secondary legislation made under the power thereof including, but not limited to, the Export Control Order 2008; (ii) Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items: and (iii) any UK or EU embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the Department for Business, Innovation and Skills (Export Control Organisation) and HM Treasury (Asset Freezing Unit) or their successors.

The masculine includes the feminine and the neuter and vice versa.

The singular includes the plural and vice versa.

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order regulation or instrument as it is in

force for the time being taking account of any amendment, extension, application consolidation or re-enactment and includes any subordinate legislation for the time being in force under it.

Condition headings are included in these terms and conditions for ease of reference only and shall not affect the interpretation or construction of any of terms and conditions herein.

	<b>Hire of Equipment</b>
<b>1</b>	<b>Period of Rental</b>
1.1	The Rental Period commences upon the day following the day the Equipment is dispatched by the Company or on the day collected by or on behalf of the Customer from the company's premises or such date as may be agreed and shall continue until the Equipment is returned thereto between the hours of 8.00am and 5.00pm Mondays to Fridays and a receipt is issued by the Company or is collected by the Company; the foregoing shall apply even if the Company has agreed to cease Rental Charges.
1.2	Where the Equipment is lost during the Rental Period or is returned or collected other than in good repair and full working order and/or is damaged the period of rental shall continue for such period as necessary in the circumstances for the Equipment to be repaired, restored to full working order, or replaced (as considered necessary by the Company acting reasonably) or the Replacement Value Is received by the Company whichever is the earlier.
<b>2</b>	<b>Rental and other Charges</b>
2.1	Rental Charges will be calculated weekly with part weeks after the minimum hire period charged daily.
2.2	All Rental Charges are quoted in pounds sterling, unless otherwise expressly stated in writing.
2.3	Rental Charges relate solely to the rental of the Equipment and additional charges will be paid by the Customer for installation and transportation of the Equipment where this is undertaken by or on behalf of the company. Where applicable, these additional charges are detailed in the Contract.
2.4	Where the Equipment is returned or collected and is found not to be in the same condition (fair wear and tear being excluded) that it was at the time of delivery then the customer shall be responsible for the costs of the Company returning the Equipment to its condition at the time of delivery, including necessary cleaning, disinfecting and like charges, plus an administration charge of fifteen per cent (15%) of such costs. Where the Equipment is incapable of being restored to its previous condition, the customer shall be responsible for, and shall pay on demand, the cost of replacement (on full indemnity basis).
2.5	Where the Equipment is lost during the Rental Period the Customer shall pay to the Company on demand the full cost of replacement (on a full indemnity basis).
2.6	Except where otherwise provided for in the Contract, the Customer agrees to pay all costs (including export and import costs), taxes (including withholding tax), levies and duties assessed by any foreign government or body against the Equipment and associated apparatus in connection with temporary importation and/or exportation of

	the same and the Customer shall indemnify the Company from and against any such costs, taxes, levies and duties.
2.7	Except where otherwise provided for in the contract, the Customer agrees to pay all costs, taxes, levies, or duties assessed by any foreign government in respect of the salary and other payments made by the Company to any Operator and the Customer shall indemnify the Company from and against any such costs, taxes, levies or duties.
2.8	The Customer shall obtain and pay for all and any permits, licences and other consents and permissions required to enable the Equipment to perform the work required by the Customer and shall indemnify the Company from and against any claims, losses or damages (including, without limitation, all mobilisation and other company costs) suffered by them arising from a failure to obtain the same.
2.9	Mobilisation and demobilisation expenses including operators air fares and other travel costs, subsistence and hotel charges, freight charges and all other reasonable expenses associated with the mobilisation and demobilisation of the Company's personnel and Equipment will be recharged to the Customer at cost plus an administration charge of 15 per cent.
<b>3</b>	<b>Payment Terms – Hire</b>
3.1	Invoices for Rental and other charges will be issued at the end of each calendar month and/or at the expiration of the rental period.
3.2	Where the customer undertakes payment via credit card, invoices for Rental and other charges will be issued and charged to the credit card at the end of each week.
<b>4</b>	<b>Warranties</b>
4.1	The Company warrants that at the time the Equipment is collected or delivered it will substantially perform the functions specified in the manufacturer's specification.
4.2	Any description, illustration, specification, drawing and material contained in any catalogue, price list, brochures, leaflets and other descriptive matters of the Company represent the general nature of the Equipment described therein but do not form part of this contract.
4.3	The Company warrants it has the right to rent the Equipment to the Customer.
4.4	The warranties stated above are the only warranties made by the Company in respect of the Hire of the Equipment. The Company does not make, and the Customer hereby expressly waives, all other warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law.
<b>5</b>	<b>Title</b>
5.1	Nothing in the Contract shall convey to the Customer any title to or any right in the Equipment including but not limited to all proprietary rights or ownership of any modifications. The customer's sole right in relation to the Equipment or any modifications is to possess and use the same in accordance with the terms and conditions herein contained.
5.2	Upon the termination of the Contract all rights in and to the Equipment shall automatically revert to the Company. The Company shall have the right to enter any premises (including any vessel whether at sea or at port) to take immediate

	possession of the Equipment without further notice or demand.
<b>6</b>	<b>Obligations of the Customer</b>  Without prejudice to the obligations expressed in other clauses of these terms and conditions, during the continuance of the Contract of the Customer shall:
6.1	arrange and maintain at its expense all prudent insurance cover, including but not limited to third party liability and cover against loss or damage to the equipment for its full replacement value and:  <ul style="list-style-type: none"> <li>(a) Such insurance shall commence from the time and date of delivery for the period of hire up to and including the date when Equipment is delivered back to and received by the Company and acknowledged by it in writing;</li> <li>(b) the Customer shall produce on demand to the Company a copy of the policy or policies</li> <li>(c) the Customer shall hold on trust for the Company all policy proceeds in or towards satisfaction of the Customer's obligations hereunder;</li> </ul>
6.2	give the Company immediate written notice of any loss, damage or claim relating to the Equipment and shall on demand reimburse the Company in respect thereof.
6.3	ensure that the Equipment is located at the delivery address (or vessel) stated in the Contract or such other address as may be expressly agreed between the parties in writing.
6.4	maintain effective control of the Equipment and maintain the Equipment in a secure location when not in use.
6.5	ensure that the Equipment will only be operated in a proper manner by persons competent to operate said Equipment in accordance with the manufacturer's recommendations and where appropriate with valid calibration and/or certification for the duration of the Rental Period.
6.6	at the Customers expense arrange that the Equipment is kept in good repair and condition, undertake routine maintenance and maintain and effect all necessary repairs in accordance with the manufacturer's specification including making good any loss or damage to the Equipment due to any occurrence whatsoever (fair wear and tear only excepted).
6.7	permit the company, or an authorised representative of the company, on reasonable notice to inspect and/or repair the Equipment;
6.8	Preserve on the Equipment any of the Company's or any manufacturer's identification number or mark or any nameplate that is or should be upon the equipment.
6.9	ensure that at the Customers expense, the Equipment is kept safe and without risks to health.
6.10	ensure that its use of the said Equipment conforms with the terms and conditions laid down in the Health and Safety at Work Act 1974 and to any other European, national and local Health and Safety Regulations which may be applicable until the Equipment is collected or returned.

6.11	obtain at the Customers expense all necessary licences, certificates, permits, authorisations required for the operation of, or in connection with, the Equipment and shall maintain the same in full force until the Equipment is collected or returned.
6.12	punctually pay all duties concerning the Equipment.
6.13	not by any act or default render the Equipment liable to any distress, execution or other legal process.
6.14	immediately notify the Company by telephone and subsequently confirm in writing if the Equipment is involved in any accident resulting in injury to persons or damage to property. The Customer shall not admit liability or compromise any claim relating to the equipment without the prior express consent of the Company in writing.
6.15	not do or fail to do, any act whereby the Equipment or its use would as a result contravene any statute, rule, regulation, or byelaw or any such licence, certificate, permit authorisation for the time being in force pertaining to the possession use, maintenance, or safety of the equipment.
6.16	not assign, sell, mortgage, pledge, let on hire or rental, part with possession, or otherwise deal with the Equipment or with any interest therein, or attempt to do any of the foregoing.
6.17	not assign the Contract without the express prior written consent of the Company.
6.18	not permit the Equipment to be used by any other party than the Customer and its employees without the express prior written consent of the Company.
6.19	indemnify the Company from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities incurred in any way by reason of the Customer's breach of any of these terms and conditions including but not limited to all such costs, expenses and liabilities incurred in ascertaining the location of the Equipment and uplifting the Equipment therefrom.
6.20	procure that by the terms of any mortgage, charge, or debenture of or in respect of its assets or any premises or vessel in which the equipment may be installed or stored no rights whether present, future, or contingent may be created or become exercisable in respect of the Equipment. The Customer acknowledges the right on the part of the Company to notify any mortgagee or charge from time to time of the Equipment and of such of these terms and conditions as the Company shall consider appropriate.
6.21	upon expiry of the period of hire, return the Equipment in accordance with these terms and conditions.
6.22	upon completion of the hire period, it is the responsibility of the Customer to ensure the Equipment is prepared and available for collection. Failed collections are charged to the Customer at full price.
<b>7</b>	<b>Inspection</b>  The Customer shall permit and grant an appointed representative of the Company the right and facilities to enter upon the delivery address or such other address at which the Equipment may be located (including but not limited to business premises and vessels) at all reasonable times in order to inspect, maintain, repair, test and, where the Customer's right to possession has terminated, recover, the Equipment.

	<b>Sale of Equipment</b>
<b>8</b>	<b>General terms</b>
8.1	Each order or acceptance of a quotation for Equipment purchase by the Customer from the Company shall be deemed to be an offer by the Customer to buy Equipment subject to these terms and conditions.
8.2	No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Equipment to the Customer.
<b>9</b>	<b>Description</b>
9.1	The quantity and description of the Equipment shall be as set out in the Company's quotation or acknowledgement of order.
9.2	All samples, drawings, descriptive matter, specifications, and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them and shall not form part of the contract.
<b>10</b>	<b>Price</b>
10.1	Unless otherwise agreed by the Company in writing, the price for the Equipment shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
10.2	The price for the Equipment shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage, and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Equipment.
10.3	All sale prices are quoted in pounds sterling, unless otherwise expressly stated in writing.
<b>11</b>	<b>Retention of Title</b>
11.1	The Equipment is at the risk of the Customer from the time of delivery.
11.2	Ownership and title to the Equipment shall remain with the Company and shall not pass to the Customer until the whole sale price has been paid to the Company notwithstanding delivery of the Equipment to the Customer or to any independent carrier or any other third party.
11.3	Until ownership of the Equipment has passed to the Customer, the Customer shall: <ul style="list-style-type: none"> <li>(a) store the Equipment (at no cost to the Company) separately from all other goods of the Customer or any other third party in such a way that they remain readily identifiable as the Company's property.</li> <li>(b) not destroy, deface, or obscure any identifying mark or packaging on or relating to the Equipment, and</li> </ul>

	<p>(c) maintain the Equipment in satisfactory condition and keep it insured on the Company's behalf for its full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.</p>
11.4	<p>The Customer's right to possession of the Equipment shall terminate immediately</p> <p>(a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or</p> <p>(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or</p> <p>(c) the Customer encumbers or in any way charges any of the Equipment.</p>
11.5	<p>The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where the Customer's right to possession has terminated, to recover it.</p>
11.6	<p>On termination of the Contract, howsoever caused, the Company's rights contained in this clause shall remain in effect.</p>
<b>12</b>	<b>Warranties</b>
12.1	<p>The Company warrants it has the right to sell the Equipment to the Customer.</p>
12.2	<p>Subject to the following provisions of this clause the Company gives no warranty in respect of the Equipment, whether New Equipment, Second-hand Equipment or Equipment manufactured or modified to a specification. In particular, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.</p>
12.3	<p>In relation to New Equipment:</p>

	<p>(a) the Company shall, to the extent it is able, transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer in respect of the Equipment;</p> <p>(b) any claims of the Customer, the Customer Group or any other person in respect of any breach of the manufacturer's warranty shall be directed to the manufacturer of the Equipment to the exclusion of the Company.</p>
12.4	<p>In relation to Second-hand Equipment:</p> <p>(a) the Company shall, to the extent it is able, transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer in respect of the Equipment, to the extent that such warranty remains in operation.</p> <p>(b) all claims of the Customer, the Customer Group or any other person in respect of any breach of the manufacturer's warranty shall be directed to the manufacturer of the Equipment to the exclusion of the Company.</p>
12.5	<p>In relation to Equipment manufactured or modified by the Company in accordance with the Customer's specification:</p> <p>(a) the sole obligation of the Company is to meet the specification of the Customer.</p> <p>(b) the Customer shall be responsible for the specification provided and shall indemnify the Company from and against all claims, losses, damages, costs, expenses and liabilities in respect of any failure of the Equipment to perform any function provided it meets the specification.</p> <p>(c) the Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs, expenses and liabilities in respect of a breach of a third party's intellectual property rights which arises from, relates to or is in connection with the use of the specification provided</p>
	<b>Terms Applicable to all Contacts</b>
<b>13</b>	<b>Payment terms – General</b>
13.1	The Company reserves the right to charge a deposit of an amount to be determined by the Company and the Company's obligations under the Contract shall be conditional upon timeous receipt of the same.
13.2	The Customer acknowledges that the Company may deduct all Rental, purchase and other charges from the deposit.
13.3	Subject to the above, in the case of Hire, the balance of deposit if any shall be returned to the Customer within 30 days of the return of the Equipment.
13.4	Invoices are payable by the Customer within thirty days of the invoice date.
13.5	Notwithstanding any other provision in these terms and conditions, all payments payable to the Company under the Contract shall become due immediately on its termination.
13.6	The Customer shall make all payments due under the Contract in full without any

	deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer had a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
13.7	If the Customer fails to pay to the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and compounded every three months until payment is made, all whether before or after any judgement.
13.8	No payment shall be deemed to have been received by the Company until the Company has received cleared funds.
13.9	In respect of any and all payments due by the Customer time shall be the essence of the Contract.
<b>14</b>	<b>Delivery</b>
14.1	Unless otherwise agreed in writing by the Company, delivery of the Equipment shall take place at the Customer's place of business.
14.2	Any dates specified by the Company for delivery of the Equipment are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
14.3	If for any reason the Customer fails to accept delivery of any of the Equipment when it is ready for delivery, or the Company is unable to deliver the Equipment on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: <ul style="list-style-type: none"> <li>(a) risk in the Equipment shall pass to the Customer</li> <li>(b) the Equipment shall be deemed to have been delivered; and</li> <li>(c) the Company may store the Equipment until delivery, whereupon the Customer shall be liable for a related costs and expenses (including, without limitation, storage and insurance).</li> </ul>
14.4	The Customer shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading the Equipment.
14.5	The quantity of any consignment of Equipment as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence providing the contrary.
14.6	The Company shall not be liable for any non-delivery of Equipment (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 7 days of the date when the Equipment would in the ordinary course of events have been received.
14.7	Any liability of the Company for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such goods.
<b>15</b>	<b>Defects</b>

15.1	The Customer shall notify the Company of any defect in the condition of the Equipment or want of specification within 24 hours of the collection or delivery of the Equipment, and failure to do so shall be conclusive proof that it has examined the Equipment and found it to be in good condition and capable of performing its functions in accordance with the manufacturer's specification.
15.2	The Company will undertake commercially reasonable efforts to promptly provide replacements or corrections to any part of the Equipment that does not substantially perform the functions specified in the manufacturer's specification where such failure is identified by the Customer and notified to the Company within 24 hours of collection or delivery.
<b>16</b>	<b>Anti-Bribery and Corruption Compliance</b>
16.1	In relation to the Contract, the Customer irrevocably and unconditionally warrants and represents: <ul style="list-style-type: none"> <li>a). that it will comply with all applicable laws, statutes, regulations, and codes relating to bribery, corruption, anti-trust, money laundering, trade sanctions, financial sanctions and criminal matters including, but not limited to, the Bribery Act 2010 and all such legislation as the same may be modified, supplemented or replaced, and will not cause the Company to be subject to punitive measures under any laws</li> <li>b). that the Customer has, and shall maintain in place throughout the duration of the Contract, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to prevent contravention of the laws and regulations referred to above and to ensure compliance with local law and will enforce them where appropriate</li> </ul>
16.2	The Customer shall procure that any persons associated with the Customer: (i) will not do, or omit to do, any act that will cause or lead the Company to breach the laws and regulations referred to above and (ii) will not cause the Company to be subject to punitive measures under any laws.
16.3	The Company may, at its sole discretion, withhold any payments which are payable to the Customer in terms of the Contract and the Company may also, at its sole discretion, suspend the Contract at any time and without liability if it believes in good faith that the Customer has breached any of the obligations it has undertaken pursuant to this clause
16.4	The Company may terminate the Contract immediately on notice to the Customer if it believes in good faith and on reasonable grounds that the Customer has breached any of the obligations it has undertaken pursuant to this clause. If the Company terminates the Contract for a suspected breach of this clause, the Customer shall not be entitled to claim compensation or any further remuneration regardless of any activities or agreements with additional third parties entered into before such termination of the Contract.
16.5	For the purposes of this clause, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively as may be modified, supplemented or replaced.
16.6	The Customer shall indemnify the Company from and against any losses, liabilities,

	penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, the Company as a result of any breach of the obligations set out in the Terms and Conditions by the Customer or persons associated with the Customer, any person working for the Customer or any third party retained by the Customer.
<b>17</b>	<b>Compliance with Trade Laws</b>
17.1	The Customer acknowledges that the Company and the Equipment is subject to UK/EU Trade Laws and US Trade Laws and the Customer warrants that it shall comply in all respects with UK/EU Trade Laws, US Trade Laws and any other applicable trade laws and will not cause the Company to be subject to punitive measures under any laws. The Company shall be under no obligation to supply any Equipment or Services to the Customer under the Contract if the Company determines, at its sole discretion, that to do so would breach UK/EU Trade Laws, US Trade Laws or any other applicable trade laws, or cause the Company to be subject to punitive measures under any laws.
17.2	Subject to clause 17.1, the Company shall be responsible for obtaining any export licence(s) required for the export of the Equipment by the Company to the jurisdiction(s) specified in the Contract as delivery locations, and the Customer warrants that it will use the Equipment only in those jurisdiction(s) and for the purposes specified in the Contract.
17.3	The Customer warrants that it shall comply in all respects with the export and re-export restrictions set forth in any export licence(s) acquired by the Company pursuant to clause 17.2 and that it shall comply with any end-user undertaking(s) given by the Customer in relation to any such export licence(s).
17.4	In the event that the Customer intends to export Equipment from the jurisdiction(s) to which that Equipment was delivered by the Company pursuant to the Contract to any other jurisdiction, the Customer shall be responsible for obtaining any necessary export licence(s) from the relevant authorities. The Customer specifically agrees to determine whether a UK or US export licence is required and to obtain any required licence(s) prior to exporting.
17.5	The Customer undertakes to perform adequate due diligence in order to determine whether the export of Equipment by the Customer would result in the breach of UK/EU Trade Laws or US Trade Laws (whether by the Customer or by the Company) or would cause the Company to be subject to punitive measures under any laws and shall not export the Equipment if it determines that such a breach would occur or such punitive measures could be imposed.
17.6	The Company may, at its sole discretion, withhold any payments which are payable to the Customer in terms of the Contract and the Company may also, at its sole discretion, suspend the Contract at any time and without liability if it believes in good faith that the Customer has breached any of the obligations it has undertaken pursuant to this clause.
17.7	The Company may terminate the Contract immediately on notice to the Customer if it believes in good faith and on reasonable grounds that the Customer has breached any of the obligations it has undertaken pursuant to this clause. If the Company terminates the Contract for a suspected breach of this clause, the Customer shall not be entitled to claim compensation or any further remuneration regardless of any activities or agreements with additional third parties entered into before such

	termination of the Contract.
17.8	The Customer shall indemnify the Company from and against any losses, liabilities, penalties, damages, costs, taxes, levies, duties, claims, expenses (including but not limited to legal fees and investigation expenses) and any associated fines and penalties incurred by, or awarded against, the Company as a result of any breach of the obligations
<b>18</b>	<b>Limitation of Liability</b>
18.1	Nothing in these terms and conditions excludes or limits the liability of the Company <ul style="list-style-type: none"> <li>(a) for death or personal injury caused by the negligence of any member of the Company</li> <li>(b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability or</li> <li>(c) for fraud or fraudulent misrepresentation.</li> </ul>
18.2	Subject to: <ul style="list-style-type: none"> <li>(a) save for liability under clause 18.3 hereafter, the total liability of the Company in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and</li> <li>(b) the Customer shall be responsible for and shall indemnify the Company from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of (i) personal injury including death or disease of any member of the Customer Group or (ii) loss of or damage to the property of the Customer Group (whether owned, hired, leased or otherwise) which arises from, relates to or is in connection with the performance or non-performance of the Contract irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the Company or any other entity or party and this indemnity shall apply irrespective of any claim in delict, under contract or otherwise at law and</li> <li>(c) the Customer shall be responsible for and shall indemnify the Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease of, or loss of or damage to the property of, any third party arising from its use of the Equipment to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer</li> </ul>
18.3	The Company shall be responsible for and shall indemnify the Customer from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of personal injury including death or disease of, or loss of or damage to the property of, any third party arising from the provision of the Equipment to the Customer under this Contract to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of the Company.
18.4	The Customer acknowledges and agrees that the allocation of risk contained in this

	clause is reflected in the Rental Charges and Sale prices.
<b>19</b>	<b>Consequential loss</b>
19.1	<p>For the purposes of these terms and conditions the expression "Consequential Loss" shall mean:</p> <p>(a) Consequential or indirect loss under Scots law; and          (b) Loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (a), and whether or not foreseeable at the date of commencement of the Contract.</p> <p>Notwithstanding any provision to the contrary elsewhere in the Contract the Company shall save, indemnify, defend and hold harmless the Customer from the Company own Consequential Loss and the Customer shall save, indemnify, defend and hold harmless the Company from the Customer own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Contract</p>
19.2	The indemnities above shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in delict, under contract or otherwise at law.
<b>20</b>	<b>Termination</b>
20.1	The Customer's failure to pay any sum due on a timely basis is cause for immediate termination by the Company of the Contract.
20.2	Either party may terminate the Contract in the event of a material default by the other party that is not cured within the applicable cure period specified in the Contract, or a reasonable cure period (with the minimum being ten (10) days if no other cure period is stated) from receipt of written notice specifying the nature of the default with reasonable particularity.
<b>21</b>	<b>Force Majeure</b>
21.1	The Company shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.
21.2	For the purpose of the Contract, "Force Majeure" shall mean any act, omission, cause or circumstance beyond the reasonable control of the Company including, without limitation: acts of God; war or national emergency; rebellion; protests; riot; civil commotion; strikes, lock-outs and industrial disputes (whether or not relating to either party's workforce); fire; explosion; earthquake; flood; drought; epidemic; acts of terrorism or other act or order of any government department, council or other constituted body.
<b>22</b>	<b>Invalidity of any Provision</b>
22.1	In the event of one or more of these terms and conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality, or unenforceability be deemed severable and the remaining terms and conditions and the remainder of such provision shall not in any way be affected or impaired and shall continue in full force and effect.

<b>23</b>	<b>Entire Agreement</b>
23.1	The Contract constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.
23.2	Each party hereby acknowledges that it has not entered into the Contract in reliance upon any representation made by the other party but not embodied in the Contract.
<b>24</b>	<b>Notices</b>
<b>24.1</b>	<p>Any notice required to be given hereunder, shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have from time to time been notified for this purpose. Notice shall be deemed to have been received:</p> <ul style="list-style-type: none"> <li>(a) If sent by pre-paid by first class post, three days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or</li> <li>(b) If delivered by hand, on the day of delivery; or</li> <li>(c) If sent by facsimile on a working day prior to 4.00pm, at the time of confirmed transmission and otherwise on the next working day GMT; or</li> <li>(d) If sent by e-mail at the time of express non-automated acknowledgement that the email has been read by the intended recipient</li> </ul>
<b>25</b>	<b>General Terms</b>
25.1	Save where expressly provided herein to the contrary, the failure or delay of either of the parties to insist upon strict performance of any of the provisions of the Contract shall not be construed as a waiver of its rights under the Contract.
25.2	Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall only be valid if in writing and shall not be deemed a waiver of any subsequent breach or default whether of a similar nature or otherwise and shall in no way affect the other terms of the Contract
25.3	For the avoidance of doubt, the rights and obligations under Clauses 6 and 7 shall survive the termination of the Contract for any reason whatsoever.
25.4	Where the Customer deals as a consumer as defined by the Consumer Credit Act 1974 these conditions do not and will not affect his statutory rights.
25.5	Subject to clause 25.6, the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of any statute or statutory instrument by any person that is not a party to it
25.6	Subject to the remaining provisions of the Contract clauses 5, 6, & 7 in relation to Contracts of Hire shall be enforceable by any member of the Company and the Customer Group



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25.7	Notwithstanding the above, the Contract may be rescinded, amended or varied by the parties to it without notice or consent of any third party even if, as a result, the rights of that third party are adversely affected
25.8	The Company may assign the Contract or any part thereof to any person, firm or company.
<b>26</b>	<b>Law</b> The Law of England shall govern the construction, validity and performance of these conditions in all respects. The Customer hereby submits to the exclusive jurisdiction of the English Courts.