DEFINITIONS

Business Day" means any day other than Saturday, Sunday or any other public holiday.

A **"Consumer Contract"** means a contract entered into with a person acting in his own capacity and not wholly or mainly for or on behalf of any business, profession or trade entity.

"**Contract**" means the contract made between Nixon Hire and the Customer for the hire of the Nixon Hire Plant in accordance with these Hire Conditions.

"**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**" have the meanings as defined in the Data Protection Legislation.

"**Customer**" means any company, firm, person, corporation or public authority and includes their permitted successors, assignees or personal representatives who is a customer of Nixon Hire and who the Plant is sold or hired to or the Services are provided to;

"Customer's Site" means the Customer's premises, or such other location notified by the Customer to Nixon Hire for the delivery of the Nixon Hire Plant;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"day" means 8 (eight) hours or if the day is a Friday, it shall be 7 (seven) hours, unless otherwise specified in the

Contract;"**Domestic Law**" means the law of the United Kingdom or a part of the United Kingdom;

"**Group**" means in relation to a company, that company, its subsidiaries (as defined in section 1159 of the Companies Act 2006), any company of which it is a subsidiary (its holding company) and any other subsidiaries of such holding company; and each company in a group is a **Group Company**;

"**Hire Conditions**" means these terms and conditions as amended from time to time;

"Hire period" means the period commencing from the time when either the Nixon Hire Plant leaves Nixon Hire's depot or place where last employed; and shall continue until the Nixon Hire Plant is received back at Nixon Hire's named depot or other agreed location. For the avoidance of doubt, the Hire Period includes any time the Plant is being transported to or from site; or is left on site during evenings, nights, weekends, or any Holiday Period.

"**Nixon Hire**" means John Nixon Limited, company number 921639 or any Group Company trading as any of Nixon Hire, Nixon Sales, Nixon Hire Direct and Nixon Hire Extra and any other associated trading names;

"Nixon Hire Plant" means all classes of Nixon Hire Plant, or replacement Nixon Hire Plant, machinery, vehicles, equipment, accessories, and any ancillary items, welfare units, accommodation, hybrid/solar/renewable products / vehicles, or equipment therefor, which Nixon Hire agrees to hire to the Customer including any personnel, or anything which is supplied by Nixon Hire to effect the hire, and anything supplied by Nixon Hire for the safe operation and routine inspection and maintenance of the Nixon Hire Plant;

"**Order**" means the Customer's order for the hire of Nixon Hire Plant.

JOHN NIXON LTD t/a NIXON HIRE

STANDARD CONDITIONS OF HIRE TO A CUSTOMER

1. EXTENT OF CONTRACT

a) All quotations from Nixon Hire for the hire of Nixon Hire Plant shall only be valid for a period of 24 (twenty-four) hours from being issued and such quotations shall not constitute an offer.

b) No conditions other than specifically set out in these Hire Conditions shall be deemed to be incorporated in or to form part of the Contract or shall otherwise govern the relationship between Nixon Hire and the Customer in relation to the hire and/or use of any particular Nixon Hire Plant by the Customer.

c) Each Order (either written, including email, or verbal) constitutes an offer by the Customer to hire Nixon Hire Plant in accordance with these Hire Conditions. The Order shall only be deemed to be accepted when Nixon Hire accepts (including by email or telephone) such Order, at which point, and on which date the Contract shall come into existence.

d) The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Nixon Hire which is not set out in the Contract.

e) Any samples, drawings, descriptive matter, online publications or content or advertising issued by Nixon Hire and any description of the Nixon Hire Plant contained in Nixon Hire's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Nixon Hire Plant described in them. They shall not form part of the Contract or have any contractual force or effect.

f) The Contract does not create any right enforceable by or purport to confer any benefit on any person other than Nixon Hire and Customer except that a person who is a successor to or an assignee of the rights of Nixon Hire or is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

g) In relation to a Consumer Contract where these Hire Conditions apply, the Customer's statutory rights as a consumer are not affected.

2. ACCEPTANCE OF THE NIXON HIRE PLANT

Acceptance of the Nixon Hire Plant or any personnel supplied by Nixon Hire at the Customer's Site implies unqualified deemed acceptance of these Hire Conditions unless otherwise agreed in writing by Nixon Hire. Nixon Hire shall not, other than in the exercise of its rights under these Hire Conditions or applicable law, interfere with the Customer's quiet possession of the Nixon Hire Plant.

3. UNLOADING AND LOADING

The Customer shall be solely responsible for the unobstructed and unrestricted access and egress to the Customer's Site, and where applicable any access road to the Customer's Site (unless otherwise agreed in writing or verbally by Nixon Hire), for unloading, loading, servicing, inspection, emptying and refilling of the Nixon Hire Plant at the Customer's Site or on the access road. Any personnel supplied by Nixon Hire for such unloading, loading, servicing, inspection, emptying and/or refilling shall be deemed to be under the direction and control of the Customer and the Customer shall be responsible for their health and safety at all times. Such personnel shall for all purposes in connection with their employment in the unloading, loading, servicing, inspection, emptying and/or refilling of the Nixon Hire Plant be regarded as the servants or agents of the Customer (but without prejudice to any of the provisions of clause 12) who shall be solely responsible and liable for all claims arising out of or in connection with the unloading, loading, servicing, inspection, emptying and/or refilling of the Nixon Hire Plant by, or with the assistance of, such personnel.

4. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

a) Any dates for delivery provided by Nixon Hire are estimates only and time for delivery shall not be of the essence.

b) The Customer shall sign (and provide proof of identity if requested) any delivery note provided by Nixon Hire (whether in hard copy or electronically) at the time of delivery of the Nixon Hire Plant. Unless written notification is received by Nixon Hire within 24 hours from the commencement of the hire period from the Customer at the time of the Nixon Hire Plant being delivered to the Customer's Site and damage to the Nixon Hire Plant to be incorporated on the delivery note, at the time of delivery, the Nixon Hire Plant shall be deemed to be in good order, save for either an inherent material fault or a material fault not ascertainable by reasonable examination, in accordance with Hire Conditions; provided that where Nixon Hire Plant requires to be erected on the Customer's Site by Nixon Hire, the periods above stated shall be calculated from the date of completed erection of Nixon Hire Plant.

c) The Customer shall at all times during the hire period be liable for the Nixon Hire Plant's safe keeping, use in a workmanlike manner within the manufacturer's rated capacity and return to Nixon Hire on the completion of the hire in the same condition as when the Nixon Hire Plant was delivered to the Customer (fair wear and tear excepted).

d) The Customer shall at all times during the hire period keep themselves fully acquainted, aware and up to date with the state and condition of the Nixon Hire Plant. If such Nixon Hire Plant be continued at work or in use in an unsafe and unsatisfactory state or environment, the Customer shall be solely liable for any damage, loss or accidents whether directly or indirectly arising there from.

e) The current inspection report required under the relevant legislation, or a copy thereof, shall be supplied by Nixon Hire to the Customer if requested by the Customer and returned on completion of the hire period.

5. SERVICING AND INSPECTION

The Customer shall at all reasonable times allow Nixon Hire, Nixon Hire's Agents or insurers access to the Nixon Hire Plant to inspect, test, adjust, repair or replace the Nixon Hire Plant. Nixon Hire reserves the right to charge the Customer for any inspection or maintenance work carried out on the Nixon Hire Plant during the hire period.

6. DELIVERY AND COLLECTION/GROUND AND SITE CONDITIONS

a) Delivery or collection undertaken by Nixon Hire (or its approved suppliers) is not included in the hire charges and shall be charged as an extra cost to the Customer (as determined by Nixon Hire from time to time). Where Nixon Hire has agreed under an order to provide transport for the Nixon Hire Plant to or from the Customer's Site:

- the Customer shall provide or ensure that unobstructed, secure, safe and unrestricted access to and over the Customer's Site is in every respect available and suitable for the vehicle used for transporting the Nixon Hire Plant;
- if the ground (including any private access road or track) is soft, unsecure, unsafe or unsuitable for the Nixon Hire Plant to work on, travel or be transported over without timbers or equivalents the Customer shall immediately (and prior to) supply and lay suitable timbers or equivalents in a suitable position for the Nixon Hire Plant to travel over, work on or be transported over, including for the purpose of delivery, service and collection;
- where the hire is for lifting equipment, any sound timber or other material supplied by Nixon Hire for use with outriggers and/or stabilisers is provided solely to assist the Customer and expressly not to relieve the Customer of their legal, regulatory or contractual obligations to ensure adequate stability of the lifting equipment under the imposed loading. Damage to soft ground shall be the customers responsible.
- the Customer shall ensure the loading or unloading of the Nixon Hire Plant at the Customer's Site is carried out with all skill, care and diligence and shall not suffer or permit the transport vehicle to be unduly delayed on the Customer's Site. Nixon Hire may make a (standing) charge for any delays (beyond 30 minutes) on the Customer's Site (as determined by Nixon Hire from time to time).
- the Customer shall indemnify, keep indemnified and hold Nixon Hire harmless against any claims for injury to persons or loss of or damage to property (including land, any underground, surface or above ground services and utilities and any pavements, bridges, tunnels and roadways on or adjacent to the Customer Site), during loading or unloading of the Nixon Hire Plant and for any breach by the Customer of this clause 6;
- Nixon Hire shall not be liable for the consequences of any delay in the delivery or collection at the Customer's Site howsoever arising; and when the Nixon Hire Plant is delivered or collected by Nixon Hire in the absence of the Customer or his representative, the delivery note / collection note shall be forwarded to the Customer's address as soon as reasonably practicable. The delivery note shall be deemed to be conclusive proof of delivery of the Nixon Hire Plant listed thereon in good clean working order. Where equipment is collected in the absence of the Customer, any site damages will be notified to the Customer upon return. Any Customer who wishes equipment not to be delivered or collected without Customer representation present, must advise Nixon Hire at least 24hrs in advance.

b) Where Nixon Hire and the Customer have pre-agreed a price for the delivery and subsequent collection of multiple items of Nixon Hire Plant, the Customer acknowledges and agrees that the agreed price only covers a single trip each way and therefore if it returns items of Nixon Hire Plant separately, then each additional collection trip shall incur an additional collection charge.

c) Where delivery or collection of the Nixon Hire Plant has been agreed and subsequently aborted by the customer / site. Abortive costs, over and above those quoted for delivery or collection shall be applicable on a cost recovery basis. These include return journeys and restacking charges.

7. HANDLING / USE OF THE NIXON HIRE PLANT

a) The Nixon Hire Plant shall be used only for the purpose for which it is designed. The Customer shall be responsible for ensuring the observance of all proper safeguards, security and prevention of use by others and precautions against accidents in connection with the use of the Nixon Hire Plant, and for ensuring its use by the Customer's authorised persons only.

b) The Customer shall, and shall ensure its authorised persons shall, use the Nixon Hire Plant in a skillful, diligent and proper manner and the Customer shall be responsible for its day-to-day maintenance and servicing (including but not limited to its greasing and oiling). Unless otherwise agreed by Nixon Hire, the Customer must ensure the correct grade of fuel, oil and grease is used in the Nixon Hire Plant and shall be solely responsible for and shall indemnify, keep indemnified and hold Nixon Hire harmless in respect of all damages, losses, costs and expenses arising as a result of the wrong grade of fuel, oil or grease being used.

c) The Customer will be responsible for compliance with all relevant legislation, regulations, instructions, or guidance issued and updated from time to time by the Government, Government Agencies, Local Authorities, statutory regulators, and Public/Corporate Bodies established by Parliament/Government including (without limitation) regulations under the Bribery Act, the Civil Aviation Act, the Construction (design and Management) Regulations, the Environmental Acts, the Factories Acts, Health and Safety at Work Act and observance of the Road Traffic Acts should they apply, including the cost of Road Fund Licences and any insurances made necessary thereby, save that if and during such time as the Nixon Hire Plant is travelling, whether for full or part journey from Nixon Hire to Customer Site and Customer Site to Nixon Hire under its own power with a driver supplied by Nixon Hire, Nixon Hire and not the Customer shall be responsible as aforesaid.

d) The Customer is responsible for checking the calibration of the Nixon Hire Plant on each occasion before use. Final determination of the suitability of the Nixon Hire Plant for any specific use is the Customers responsibility and the Customer assumes all risk and liability in this regard.

e) The Customer shall indemnify, keep indemnified and hold Nixon Hire harmless for any injury to persons or loss of or damage to property caused by the Customer's use of the Nixon Hire Plant or the Customer's failure to operate the Nixon Hire Plant in a safe and proper manner.

f) For the avoidance of doubt, the Customer shall indemnify, keep indemnified and hold Nixon Hire harmless against any and all liability, charges, fines, losses, costs and expenses incurred or imposed as a result of the Customer's use of the Nixon Hire Plant during the hire period, including but not limited to any parking fines, excess charges incurred under the Road Traffic Regulations Act 1984, any liability arising under any applicable Congestion Charge Order, any breach of any legislation or regulations covering vehicle excise and any charges made by HM Revenue & Customs as a result of seizure of the Nixon Hire Plant.

g) The Customer shall be responsible for ensuring that the Nixon Hire Plant is not used or stored in an environment that could result in the Nixon Hire Plant being affected by any type of corrosion or erosion. The Customer shall be solely responsible for all costs and expenses payable in order to repair the Nixon Hire Plant damaged as a result of the Customer using or storing the Nixon Hire Plant in a corrosive or erosive environment (regardless of any measures taken by Nixon Hire to prevent such corrosion and/or erosion). Where the Nixon Hire Plant has a toilet facility (including but not limited to welfare vans), the Customer shall be solely responsible for the lawful and safe discharge and disposal of all waste, which for the avoidance of doubt shall be classified as trade waste. The Customer shall be solely responsible for obtaining and maintaining all necessary licences, consents and authorisations relating to the discharge and disposal of all such waste.

8. BREAKDOWN SERVICING AND REPAIRS

a) The Customer shall immediately inform Nixon Hire of any breakdown or unsatisfactory working of the Nixon Hire Plant. Nixon Hire shall use reasonable endeavours to deal and assist with necessary repairs as quickly as is reasonably possible and in accordance with the Hire Conditions of any applicable warranty or guarantee relating to the Nixon Hire Plant in need of repair. Claims for breakdown allowance shall only be allowed from the date and time that notice is received, providing that such a breakdown is advised immediately by the Customer and confirmed within three days in writing by the Customer. For the avoidance of doubt, Nixon Hire shall, at its sole discretion, decide whether to repair or replace the Nixon Hire Plant.

b) Reasonable allowance for the hire charges and for the reasonable cost of repairs that have been expressly authorised by Nixon Hire, in writing, will be made to the Customer for any stoppage due to breakdown of the Nixon Hire Plant caused by the development of either a material inherent fault or a material fault not ascertainable by reasonable examination, or fair wear and tear, and for all stoppages for normal running repairs in accordance with the Hire Conditions of the Contract.

c) The Customer shall not, except for the changing of any tyre and repair of punctures, alter, modify or repair the Nixon Hire Plant (and in relation to any vehicles, the Customer shall not incur any liability for repairs in excess of £25 (twenty-five pounds)) without the written or verbal authority of Nixon Hire. The changing of any tyre and repair of punctures are however the responsibility of the Customer who should arrange for them to be changed/repaired by a qualified supplier/fitter without awaiting authorisation from Nixon Hire. The Customer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture. Tyres replaced by the Customer must be replaced with tyres of identical make and model to the tyres which were on the Nixon Hire Plant at the commencement of the hire period.

d) The Customer shall take all necessary steps to keep fully acquainted aware and up to date with the state and condition of the Nixon Hire Plant. If the Nixon Hire Plant be continued at work or in use after it is known by the Customer to be in an unsafe or unsatisfactory state or environment the Customer shall be solely responsible for any further damage, loss or accident.

e) The Customer shall be solely liable for all cost and expense arising from any breakdown, unsatisfactory working and all loss or damage incurred by Nixon Hire due to negligence, misdirection or misuse of any part of the Nixon Hire Plant whether by the Customer or other persons and for the payment of hire charges at Nixon Hire's standard rate during the period the Nixon Hire Plant is necessarily idle and unavailable due to such breakdowns, unsatisfactory working or damage/loss.

Nixon Hire will be responsible for the cost and expense of repairs to the Nixon Hire Plant involved in breakdowns as a result of fair wear and tear (which shall not include corrosive or erosive damage to the Nixon Hire Plant).

f) Except when the Nixon Hire Plant on-hire to the Customer is a welfare van, in which case this clause shall not apply, where the Nixon Hire Plant has been in the possession of the Customer for a period in excess of the recommended service interval for that item, howsoever that interval is expressed (including but not limited to the hours and time) it is the responsibility of the Customer to inform Nixon Hire of the need for the Nixon Hire Plant to be serviced and the location of the Customer's Site so that Nixon Hire can arrange to attend the Customer's Site and service the Nixon Hire Plant. In the event of the Customer failing to inform Nixon Hire of the need for the Nixon Hire Plant to be serviced or the Customer preventing Nixon Hire from accessing the Customer's Site to service the Nixon Hire Plant, the Customer shall indemnify, keep indemnified and hold Nixon Hire harmless against any claim howsoever arising as a result of the Customers continued use of the Nixon Hire Plant, beyond the recommended service interval.

9. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown, Servicing and Repairs" as herein provided), for stoppages through causes outside Nixon Hire's control, including but not limited to adverse weather and/or ground conditions nor shall Nixon Hire be responsible for the cost or expense of recovering any of the Nixon Hire Plant from soft or unsuitable ground or a hazardous environment.

10. LOSS OF OTHER NIXON HIRE PLANT DUE TO BREAKDOWN

Each item of the Nixon Hire Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or items (whether the property of Nixon Hire or otherwise) through any cause whatsoever, shall not entitle the Customer to compensation or allowance for the loss of working time by any other unit or units of the Nixon Hire Plant working in conjunction therewith; provided that where two or more items of the Nixon Hire Plant are expressly hired together as a unit, such items shall be deemed a unit for the purpose of breakdown.

11. LIMITATION OF LIABILITY

Except for liability on the part of Nixon Hire which is expressly provided for in the Contract (including these clauses), this clause 11 shall set out Nixon Hire's total liability in respect of all losses under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise:

a) Nixon Hire shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond Nixon Hire's reasonable control including late or non-arrival of the Nixon Hire Plant at the location of hire;

b) Nixon Hire shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Customer's loss of profit, loss of use of the Nixon Hire Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and

c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Customer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

For the avoidance of doubt, nothing in these Hire Conditions shall limit or seek to exclude Nixon Hire's liability for claims of death or personal injury caused by Nixon Hire's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

12. CUSTOMER'S RESPONSIBILITY FOR LOST, NON-RETURNED, DAMAGED OR UNCLEAN NIXON HIRE PLANT

a) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the operation of clauses 3, 4, 7 and 11 of these Hire Conditions.

b) For the duration of the hire period (which for the avoidance of doubt includes time the Nixon Hire Plant is left on the Customer's Site during a holiday period), the Customer shall (subject to the provisions referred to in sub paragraph (a) be liable for all loss of or damage to the Nixon Hire Plant from whatever cause the same may arise (including, but not limited to, any damage caused to tyres and inner tubes including punctures and breakages to windows and windscreens and any corrosive or erosive damage), fair wear and tear excepted, and except as provided in clause 8, shall also fully and completely indemnify, keep indemnified and hold Nixon Hire harmless in respect of all claims, losses and damages by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Nixon Hire Plant during the continuance of the hire period, and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss of or damage to the Nixon Hire Plant, hire charges shall be continued in full, until settlement has been effected for loss, and until damage repairs have been completed.

c) For the avoidance of doubt, notwithstanding any agreement by Nixon Hire to waive hire charges after any agreed period of use of the Nixon Hire Plant, the Customer's obligations specified under clause 12.b) shall continue for the duration of the hire period.

d) Notwithstanding the above, the Customer shall not be responsible for any claim, damage, loss or injury due to or arising, subject to the definition of "hire period" in clause 1 above:

- prior to delivery of any Nixon Hire Plant to the Customer's Site (or, where the Customer's Site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Nixon Hire Plant is in transit by transport of Nixon Hire or as otherwise arranged by Nixon Hire;
- after the Nixon Hire Plant has safely been removed from the Customer's Site and until it is in transit on a highway maintainable at the public expense (or where the Customer's Site is not immediately adjacent to a highway maintainable at the public expense including the Customer's Site access road, after it has safely joined such highway) to Nixon Hire by transport of Nixon Hire or as otherwise arranged by Nixon Hire (excluding always on such occasion that the Nixon Hire Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Customer); and
- where the Nixon Hire Plant is travelling to or from a Customer's Site on a highway maintainable at the public expense (or, where the Customer's Site is not immediately adjacent to a highway maintainable at the public expense including the Customer's Site's, prior to its leaving or after its joining such highway) under its own power with a driver supplied by Nixon Hire (excluding always on such occasion that the Nixon Hire Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Customer).

e) When the Nixon Hire Plant is lost, stolen, damaged beyond reasonable economic repair or cannot be retrieved by Nixon Hire, the hire will be deemed to end when the Customer pays to Nixon Hire, Nixon Hire's invoiced charges for such loss, theft or damage of the Nixon Hire Plant. Where such Nixon Hire Plant is two years old or less, charges for such loss, theft or damage of such Nixon Hire Plant shall be based on brand new replacement values. Where such Nixon Hire Plant is over two years old, charges for such loss, theft or damage of such Nixon Hire Plant will be based on current replacement values (as determined by Nixon Hire acting reasonably) with due allowance for fair wear and tear. The Nixon Hire Plant deemed by Nixon Hire to be damaged or returned in an unclean or unsatisfactory condition will be photographed and/or held for 3 (three) days from the collection date, for the Customer to inspect if requested. After the expiration of the third day, necessary repairs, servicing or cleaning will be carried out by Nixon Hire. The Customer agrees to pay to Nixon Hire, on demand, all costs and expenses incurred by Nixon Hire in rectifying the condition of the Nixon Hire Plant returned damaged, or in an unsatisfactory or unclean condition.

f) Hire charges will continue until such rectification is complete and Nixon Hire's invoiced ongoing hire charges for loss/total loss are paid. The Customer is responsible for all costs Nixon Hire may incur in recovering any lost or stolen Nixon Hire Plant regardless of whether the Nixon Hire Plant is fitted with a tracking, or similar, device. Whilst a tracking device is an aid to managing, tracking and locating Nixon Hire Plant, Nixon Hire accepts no liability whatsoever for any loss, theft or damage to Nixon Hire Plant during the hire period including the application or customer request of window shutters.

g) The Customer shall indemnify, keep indemnified and hold Nixon Hire harmless in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and likely loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Nixon Hire as a result of or in connection with any claim made against Nixon Hire in respect of any liability, loss, damage, injury, cost or expense sustained by Nixon Hire, it's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Nixon Hire Plant as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Customer including any breach of the terms of any contract entered into by Nixon Hire with any third party to the extent the same arises from the act, omission, default or negligence of the Customer.

h) A Damage Waiver cannot be added to any Contract after the hire period has started and/or where Nixon Hire Plant is not returned to Nixon Hire for inspection (i.e. where the Nixon Hire Plant remains on the Customer site but new order numbers are provided to Nixon Hire in relation to a new hire period).

i) Any Damage Waiver and associated cover shall be void if any Customer invoices are overdue for payment. Where a Damage Waiver is void due to late payment, the Damage Waiver charge will be credited to the Customer against any unpaid invoices and any damage or loss will be charged to the Customer at Nixon Hire's normal rates as set out in this clause 11.

13. NOTICE OF ACCIDENTS, DAMAGE OR DEFECTS

a) If the Nixon Hire Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to Nixon Hire by telephone and confirmed in writing to Nixon Hire no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Customer is not bound fully to indemnify Nixon Hire, no admission, offer, promise of payment or indemnity shall be made by the Customer without Nixon Hire's prior written consent.

b) The Customer shall, within 24 (twenty-four) hours from the Customer becoming aware of any damage to the Nixon Hire Plant, notify Nixon Hire of such damage, regardless of whether such damage occurs before, during or after the hire period.

c) Notwithstanding clause 4 of these Hire Conditions, the Customer shall immediately notify Nixon Hire if it becomes aware of any defect in or with the Nixon Hire Plant.

14. RE-HIRING ETC.

The Nixon Hire Plant or any part thereof shall not be re-hired, sub-let, or lent by the Customer to any third party without the prior written permission of Nixon Hire.

15. CHANGE OF THE CUSTOMER'S SITE

Except where the Nixon Hire Plant is a welfare van (in respect of which Nixon Hire acknowledges and agrees will not be consigned to any Fixed Customer Site and therefore, this clause shall not apply), the Nixon Hire Plant shall not be moved from the Customer's Site to which it was delivered or consigned without the prior written permission of Nixon Hire (which may be given at Nixon Hire's sole discretion). In any event, the Customer shall ensure the Nixon Hire Plant will not be used outside of England, Scotland and Wales (including Welfare Vans) without Nixon Hire's prior written consent.

16. RETURN OF THE NIXON HIRE PLANT FOR REPAIRS

If during the hire period Nixon Hire decides that urgent repairs to the Nixon Hire Plant are necessary then Nixon Hire may (at its sole discretion) arrange for such repairs to be carried out on the Customer's Site or at any location as Nixon Hire may determine. In that event Nixon Hire shall elect to replace the Nixon Hire Plant with similar Nixon Hire Plant if available, Nixon Hire (but without prejudice to any of the provisions of clauses 8 and/or 11) paying all its reasonable transport charges and costs involved. In the event of Nixon Hire being unable to replace the Nixon Hire Plant Nixon Hire shall be entitled to terminate the Contract immediately (but without prejudice to any of the provisions of clauses 8 and/or 11) by giving written notice to the Customer. If such termination occurs:

a) within (3) three months from the commencement of the hire period, Nixon Hire (but without prejudice to any of the provisions of clauses 8 and/or 11) shall pay all its reasonable transport charges and costs involved, or

b) more than (3) three months from the commencement of the hire period, Nixon Hire (but without prejudice to any of the provisions of clauses 8 and/or 11) shall be liable only for its reasonable cost of reloading and return transport.

17. COMMENCEMENT AND TERMINATION OF HIRING

a) Subject to clause16 above, the hire period will commence on the date the Nixon Hire Plant leaves Nixon Hire's premises and will (unless otherwise agreed by Nixon Hire, including but not limited to when Nixon Hire agrees that, in accordance with clause 17c), the Nixon Hire Plant can be off-hired by the Customer at any location (other than Nixon Hire's premises), terminate on the day it is returned to Nixon Hire's premises. The day of hiring and the day of return will be charged respectively as whole days.

b) The Nixon Hire Plant must be returned to a Nixon Hire depot which supplies the Nixon Hire Plant being returned. Additional collection charges may apply where equipment has been moved by the customer from its original delivery location or if returned by the Customer, and then needs to be forwarded by Nixon Hire to a Nixon Hire Plant supplying depot. The customer acknowledges that delays in damage notification charges may occur where equipment need to be returned for inspection to alternative sites.

c) Nixon Hire shall not charge the Customer any hire charges for any period for which a Nixon Hire off-hire reference number has been obtained; provided that the Customer shall still be responsible for such hire charges for those items if the Customer is unable to provide Nixon Hire's off-hire reference number to Nixon Hire for that item of the Nixon Hire Plant. Where Nixon Hire Plant is off-hired, the Customer must notify Nixon Hire of the relevant collection location for the Nixon Hire Plant. In the event that any item of the Nixon Hire Plant which is off-hired is not made available for collection at the location notified by the Customer when Nixon Hire attends the Customer's site to collect it, such Nixon Hire Plant shall be deemed with immediate effect to be placed back on hire, and all hire charges and costs shall be due in accordance with these Hire Conditions. The Customer shall be responsible for the reasonable costs and expenses incurred by Nixon Hire in seeking to collect such off-hired items. Nixon Hire reserves the right to charge abortive delivery/collection charges.

d) Not less than:

- hires of between 10 and 20 CTX bays (modular buildings) require a minimum notice period of 2 weeks. For CTX buildings greater than 20 units we require a minimum 4 weeks' notice.
- 48 (forty-eight) hours' notice in writing in relation to Welfare Vans; and
- 24 (twenty-four) hours' notice in writing for all other Nixon Hire Plant;

must be given to Nixon Hire if the Customer wishes to off hire the Nixon Hire Plant. Where the Nixon Hire Plant is to be collected by Nixon Hire, the Customer shall obtain an off-hire reference number from Nixon Hire. When Nixon Hire Plant is to be collected from its location by Nixon Hire, the Customer remains responsible for the safekeeping and security of the Nixon Hire Plant until it obtains an off-hire reference number and collection is effected being not more than 10 (ten) working days after the date the Nixon Hire Plant is placed off hire. The Customer shall sign any collection note provided by Nixon Hire (whether in hard copy or electronically) at the time of collection of the Nixon Hire Plant by Nixon Hire.

18. CANCELLATION / HOLDING FEES

a) Should the Customer terminate the Contract once the hire period has commenced, the Customer shall be liable to Nixon Hire for the balance (agreed off hire date) of the Contract. Where items of Nixon Hire Plant which have had bespoke alterations or painting, the Customer shall be liable for the full costs incurred by Nixon Hire. (items painted must be on hire for 12 months – minimum, to avoid paint / repaint charges)

b) Subject to 17(d), should a Customer wish to terminate the Contract where the hire period has not commenced, the Customer must provide notice in accordance with the following timescales:

Nixon Hire Plant:

- 0-3 items: at least 24 hours prior to commencement of the hire period;
- 3-6 items: at least 48 hours prior to commencement of the hire period;
- 6+ items: at least 5 Business Days prior to commencement of the hire period;

Site Accommodation & Welfare extras:

- Where items of Nixon Hire Plant which have had bespoke alterations or customer corporate painting, the Customer shall be liable for the full costs incurred by Nixon Hire.

Toilets:

- 0-3 items: up to 3pm the day prior to commencement of the hire period;
- 3-6 items: at least 48 hours prior to commencement of the hire period;
- 6+ items: at least 5 Business Days prior to commencement of the hire period.

c) If the Customer fails to provide notice of cancellation in accordance with 18(b), the Customer shall be liable to Nixon Hire for the full value of the Contract (see clause 24 a) 'minimum hire periods').

d) The Customer may request that the commencement of the hire period is delayed, which Nixon Hire may accept or reject at its sole discretion. If Nixon Hire accepts the Customer's request to delay the commencement of the hire period, Nixon Hire may charge the Customer a fee of 66% of the applicable hire rate for the relevant period it holds the Nixon Hire Plant for the Customer from the original hire period commencement date until the new hire period commencement date. If Nixon Hire rejects the Customer's request to delay the commencement of the Hire Period and the Customer subsequently cancels the Order, Nixon Hire shall be entitled to charge the Customer a cancellation fee in accordance with this clause 17.

e) Where the customer off hires items and collections have been arranged by the supplier or its sub contractors, any abortive charges incurred by the supplier will be chargeable to the customer if the customer then cancels the collection within less than 24hrs notice.

19. TOOLS AND LEADS

Tools damaged or used beyond re-sharpening and leads cut or damaged will be charged to the Customer at Nixon Hire's current list prices (as determined by Nixon Hire from time to time).

20. PROTECTION OF OWNER'S RIGHTS

a) Subject to clause 14 above, the Customer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Nixon Hire Plant and shall protect the same against distress, execution or seizure, free from legal process or lieu, fully protected and secure and shall indemnify, keep indemnified and hold Nixon Hire harmless against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

b) If the Customer:

- defaults in punctual payment of any sum due to Nixon Hire for hire of the Nixon Hire Plant or other charges; or
- fails to observe and perform the terms and conditions of this Contract; or
- suffers any distress or execution to be levied against it or makes or proposes to make any arrangement with its creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or
- does or causes to be done or permits or suffers any act or thing whereby Nixon Hire's rights in the Nixon Hire Plant may be prejudiced or put into jeopardy;

this Contract may be terminated immediately by notice from Nixon Hire to the Customer.

c) In the event of termination under clause 20(b) above, the Contract shall thereupon be deemed terminated by reason of the Customer's breach and it shall be lawful for Nixon Hire to promptly retake possession of the Nixon Hire Plant and for that purpose enter into or upon the Customer Site and/or any premises where the same may be and the determination of the hiring under this clause 20 shall not affect the right of Nixon Hire to recover from the Customer any monies due to Nixon Hire under the Contract or any of Nixon Hire's rights and remedies. In particular, without limitation, Nixon Hire shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause, return transport charges, and any damages for the Customer's actual or deemed breach of the Contract.

d) If applicable, the Customer shall not remove, deface or cover up Nixon Hire's name plate, Nixon Hire Plant number or any other mark on the Nixon Hire Plant indicating that it is Nixon Hire's property.

21. ELECTRICAL EQUIPMENT

Where the Nixon Hire Plant comprises electrical equipment (in part or in whole) the same should only be used with plugs and/or sockets as fitted but if temporarily replaced with other suitable plugs or sockets it shall be the Customer's responsibility to ensure that this is carried out by a qualified electrician, who must also reinstate the Nixon Hire Plant to original condition on the expiry of the hire period. Under no circumstances should electrical Nixon Hire Plant be used without it being correctly earthed unless it is of double insulated construction. Such electrical equipment must be connected by a qualified electrician to an adequate electrical supply of the correct voltage. In addition, the Customer shall, during the hire period, be solely responsible for ensuring that, where applicable, any digital tachograph affixed to the Nixon Hire Plant is maintained in good working order and that any data recorded by such digital tachograph is kept safe and secure throughout the hire period. Electrical Testing and Statutory Electrical Examinations of the Nixon Hire Plant are the responsibility of the Customer once equipment is on hire.

22. DETERMINATION OF HIRE

Nixon Hire shall be entitled where, in its reasonable opinion, the Customer's financial position has deteriorated so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy, to terminate the Contract (such termination to be effective immediately) and to repossess the Nixon Hire Plant or any part thereof. Nixon Hire shall be entitled to enter upon the Customer's Site and/or any premises where the same may be for the purpose of repossessing the Nixon Hire Plant and the Customer shall pay the cost of recovering and collecting the Nixon Hire Plant.

23. PAYMENT TERMS

a) Unless:

- a credit facility has been granted by Nixon Hire to the Customer (whereby the specific payment terms will be agreed separately between Nixon Hire and the Customer); or
- Nixon Hire has agreed different payment terms with the Customer;

all hire charges are payable in advance (such payment may be required by wire transfer, where applicable, or credit card) of collection of the Nixon Hire Plant or delivery of the Nixon Hire Plant to the Customer's Site and all other charges (including, but not limited to, any mileage charges payable by the Customer in respect of any Nixon Hire Plant) are due and payable immediately upon issue of invoice.

b) Where payment is required in advance by credit card, Nixon Hire may require the Customer to pre-authorise their credit card, which may include the relevant payment(s) being charged to the Customer at the time of the pre-authorisation. All additional fees, including but not limited to (i) credit card charges, (ii) administration fees and (iii) bank surcharges incurred by Nixon Hire when taking or processing the Customer's payment(s) shall be due and payable by the Customer immediately on issue of invoice. Nixon Hire shall be entitled to charge the Customer interest in relation to any late payment at the rate of 8% above HSBC Bank Plc base rate until payment in full is made. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.

c) The Customer shall pay all sums due to Nixon Hire under this Contract without any set- off, deduction, counter claim and/or any other withholding of monies. Time for payment of Nixon Hire's invoices shall be of the essence and Nixon Hire may terminate the Contract in the event that the Customer fails to comply with Nixon Hire's payment terms. Payment shall not be deemed to be made until Nixon Hire have received either cash or cleared funds in respect of the full amount outstanding.

24. RESPONSIBILITIES OF PERSON SIGNING

The person signing the Contract warrants and represents that they have the authority of the Customer to sign this contract on the Customer's behalf. The said person hereby indemnifies, shall keep indemnified and hold Nixon Hire harmless against all losses and costs that may be incurred by Nixon Hire if this is not so. The said person and the Customer jointly and severally hereby undertake to ensure that no one uses the Nixon Hire Plant who is not properly instructed in the operation of the Nixon Hire Plant (which shall be the Customer's responsibility) and shall not allow the Nixon Hire Plant to be misused.

25. HIRE CHARGE CALCULATION

(a) All equipment has minimum hire periods. Where in the case of hiring by the day, where the Nixon Hire Plant is used for more than 8 (eight) hours a day or where in the case of hiring by the week or more, the Nixon Hire Plant is used for more than 40 (forty) hours a week, the Customer shall pay to Nixon Hire an extra hiring charge proportionate to the extra hours for which the Nixon Hire Plant was used.

(b) Hire charges for a minimum weekly hire period are calculated on a percentage of the weekly hire rate. Day 1 is charged at 60% of the weekly hire rate, Day 2 is charged at 80% of the weekly hire rate, Day 3 up to Day 7 is charged at the full weekly hire rate (100%).

(c) After the initial minimum hire period, all equipment is charged at 20% of the equivalent weekly hire rate for each days hire thereafter.

(d) Nixon Hire's standard minimum period of hire for each product will be available upon request or provided in a quotation or price proposal document or as otherwise agreed by Nixon Hire.

(e) Equipment can be hired on Contract Hire: Contract Hire is a minimum term agreement between Nixon Hire and our customers for the provision of equipment at a fixed monthly cost.

(f) Nixon Hire reserves the right to increase the hiring charges in relation to any new and existing hires:

- on an annual basis in line with the percentage increase in the consumer prices index in the preceding 12-month period;
- by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Nixon Hire Plant to Nixon Hire which is due to:
  - any factor beyond the control of Nixon Hire (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, material and other costs;
  - any request by the Customer to change the delivery date(s), quantities or type of Nixon Hire Plant ordered; or
  - any delays caused by any instructions of the Customer in respect of the Nixon Hire Plant or failure of the Customer to give Nixon Hire adequate or accurate information or instructions in respect of the Nixon Hire Plant;
- Nixon Hire shall be entitled to revise or increase the hire rate for any item of the Nixon Hire Plant by giving 7 (seven) days written notice to the Customer's address as detailed in the Contract.
  - For hire durations in excess of 12mths we reserve the right to pass on any "R.P.I or R.H.A" inflationary increases in **collection transport costs.** (Retail Price Index / Road Haulage Association)
  - No allowance has been made for road closures, footpath suspensions or any other traffic management associated services'.

26. ADVICE

If advice or information is sought from and given by any representative of Nixon Hire, the Customer understands and accepts that Nixon Hire shall not be liable to the Customer for such advice or information and that such advice or information is given in good faith and does not relieve or reduce the Customer's requirement to make his own independent assessment as outlined above.

27. HOLIDAY PERIODS

It is the responsibility of the Customer to ensure the safekeeping of all the Nixon Hire Plant hired which is not returned to Nixon Hire before the start of any holiday period. For the purpose of these terms, "holiday period" shall mean any bank or public holidays. The Nixon Hire Plant will be deemed to be in use during the holiday period and will be charged in accordance with the terms of the Contract. The Nixon Hire Plant is deemed to be on-hire during holiday periods and the Customer is responsible for its safekeeping.

28. SUSPENSIONS

All requests for the suspension of hire charges must be made seven days in advance to Nixon Hire in writing. Nixon Hire will confirm their agreement or otherwise in writing. No suspension allowance will be made unless confirmed in writing by Nixon Hire. Unless otherwise agreed in writing by Nixon Hire, the Nixon Hire Plant is deemed to be on-hire during weekends, holiday periods and the Customer is responsible for its safekeeping. Alternatively, Nixon Hire may agree to charge an agreed weekly surcharge for an all-inclusive rate, but this must be confirmed in writing by Nixon Hire prior to the commencement of the hire period.

29. AVAILABILITY

The Nixon Hire Plant is offered for hire subject to availability at the time of the Customer's order. Nixon Hire will not be liable for any loss as a result of the Nixon Hire Plant being unavailable for hire.

30. INSURANCE, TITLE AND RISK

a) The Customer shall take out and maintain insurance against any and all liabilities the Customer might incur under the Contract, including but not limited to insuring the Nixon Hire Plant at full market value, with a reputable insurance company. The Customer shall be solely responsible for notifying its insurers in relation to the type of the Nixon Hire Plant being hired from Nixon Hire (including, but not limited to, details regarding the size and type of any vehicle(s) being hired). The Customer will, on request by Nixon Hire, at any time produce to Nixon Hire evidence of the insurance policies covering the Nixon Hire Plant. If the Customer fails to keep the Nixon Hire Plant insured to the satisfaction of Nixon Hire or fails to produce evidence of insurance, Nixon Hire may, at the expense of the Customer, insure the Nixon Hire Plant and the Customer will pay to Nixon Hire on demand any sums expended by Nixon Hire for such purpose with interest payable in addition at a rate of 8% above HSBC Bank Plc base rate from the time of Nixon Hire having taken out such insurance until the date of repayment of such sums by the Customer.

b) The Nixon Hire Plant shall at all times remain the property of Nixon Hire, and the Customer shall have no right, title or interest in or to the Nixon Hire Plant (save the right to possession and use of the Nixon Hire Plant during the hire period subject to these Hire Conditions).

c) Risk of damage to or loss or theft of the Nixon Hire Plant shall pass to the Customer on loading the Nixon Hire Plant on to the delivery vehicle at Nixon Hire's premises for delivery to the Customer and shall remain with the Customer for the duration of the hire period and any further term during which the Nixon Hire Plant is in the possession, custody or control of the Customer. Risk shall pass back to Nixon Hire on unloading of the Nixon Hire Plant from the delivery vehicle at Nixon Hire's premises. Notwithstanding delivery and the passing of risk or any other provisions of the Contract, the Customer shall not acquire any right in or property to the Nixon Hire Plant.

d) The Customer shall, during the hire period, be responsible for the safety of all personal

property, items and goods left in any Nixon Hire Plant by the Customer, its employees, subcontractors and agents and the Customer shall indemnify, keep indemnified and hold Nixon Hire harmless in respect of all claims for the loss or theft of such personal property, items and goods. All equipment shall be returned empty of the Customer possessions and title to any Customer possessions left in Nixon Hire Plant when returned to Nixon Hire shall immediately pass to Nixon Hire which Nixon Hire shall be free to dispose of as it sees fit.

31. FUEL AND VEHICLE CARE

a) All mechanical Nixon Hire Plant is supplied with fuel, which shall be measured and recorded by Nixon Hire at commencement of the hire period (Measured Amount). Upon expiry of the hire period, or earlier termination under these Hire Conditions, the Customer will top up and fill the tank of fuel to the Measured Amount and any difference will be charged at Nixon Hire's prevailing rate per litre. The Customer shall be responsible for ensuring the correct fuel is used for the Nixon Hire Plant and indemnifies, keeps indemnified and holds Nixon Hire harmless against all loss, damage, cost and expense suffered or incurred as a result of using the incorrect fuel.

b) In respect of all vehicles, the Customer shall, during the hire period, check on a daily basis the engine oil level, radiator water level, washers and wipers, lights, wheel nuts brake fluid level and if applicable, the towbar.

c) The Customer shall, during the hire period, ensure that, without Nixon Hire's prior written consent, vehicles are not used:

- for the carriage of passengers for remuneration or payment of any kind;
- to propel or tow any other vehicle or trailer; or
- by any person not withholding a valid UK driving licence for the class of vehicle being operated or driven.
-

32 INVOICE QUERIES

All invoice queries must be notified in writing to head office within 21 (twenty-one) days of invoice date.

33 DATA PROTECTION

a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 33 is in addition to, and does not relieve, remove or replace, a parties obligations under the Data Protection Legislation.

b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Nixon Hire is the Processor.

c) Without prejudice to the generality of clause 33(a), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Nixon Hire for the duration and purposes of the Contract.

d) Without prejudice to the generality of clause 33(a), Nixon Hire shall, in relation to any Personal Data processed in connection with the performance by Nixon Hire of its obligations under the Contract:

- process that Personal Data only on the documented written instructions of the Customer unless Nixon Hire is required by Domestic Law to otherwise process that Personal Data. Where Nixon Hire is relying on Domestic Law as the basis for processing Personal Data, it shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits it from so notifying the Customer;
- ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- the Customer or Nixon Hire has provided appropriate safeguards in relation to the transfer;
- the Data Subject has enforceable rights and effective legal remedies;
- Nixon Hire complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- Nixon Hire complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause 33.

(e) The Customer consents to Nixon Hire appointing a third-party processor of Personal Data under the Contract. Nixon Hire confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 33 and in either case which Nixon Hire confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Nixon Hire, Nixon Hire shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 33.

32. VAT

All prices shown on delivery or advice notes exclude VAT.

33. HEADINGS

The headings used in these Hire Conditions are for convenience only and shall not affect the construction thereof.

34. SEPARATE TERM VALIDITY

In the event that any clause (or part thereof) of these Hire Conditions is held to be unlawful, unenforceable or invalid by any court or other competent body, this shall not in any way affect the validity of the remainder of such clause and the remainder of the other clauses in these Hire Conditions.

35. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

36. THIRD PARTY RIGHTS

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of these Hire Conditions.

37. VARIATION

No variation of these Hire Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

38. NOTICES

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business or residential address (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

39. ASSIGNMENT

(a) Nixon Hire may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Nixon Hire.

40. GOVERNING LAW AND JURISDICTION

a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England.

b) The parties irrevocably agree that, subject as provided below, the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter. Nothing in this clause shall limit the right of Nixon Hire to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

John Nixon Ltd, t/a as Nixon Hire, City West Business Park,
Scotswood Road, Newcastle Upon Tyne. NE4 7DF

Tel. 0333 005 0005

JOHN NIXON LTD t/a NIXON HIRE
Modular Buildings – exclusions

- No inclusion for Cranage. (unless stated above)
- For installations/dismantles using a “Hiab” style vehicle, we have not included for a site-specific lifting plan. If required, this would be provided at a cost of £550.00
- Delivery and erection prices are based on normal working hours Monday to Friday. Outside these times will incur additional costs.
- For CTX (Containex) / modular installs a lay-down area is to be provided for both installation and removal.
- Foundations, groundworks and temporary works designs by others, unless otherwise stated. Full details will be provided.
- Landscaping /ramps and pathways by others.
- No inclusion has been made for any specialist requirements with regards to roof work / working at height. Whilst working at height our methodology is to attach to the off-loading crane via inertia, lanyard and harness and access the roof via footed ladder. Should this method of roof work not be permitted it is at the clients cost to provide other means of access.
- During the site works we may have the need to use 600 x 300mm “Step Ups” to gain access to internal trims etc, as with all equipment we provide our operatives, our step ups are HSE approved. Should the customer have their own, in-house, regulations which renders our approved equipment un-useable it is the client’s responsibility to provide the equipment to meet their own regulations.
- No inclusion for IT /Telecom points and cabling (unless specified above.)
- No inclusion for Fire alarm and emergency lighting. (unless specified above.)
- No inclusion for the supply and installation of Air conditioning system. (unless specified above.)
- Any electrical testing over and above the dead test. "Earth Loop Impedance" to be carried out by the connecting engineer.
- No inclusion made for any additional earthing using the earthing clamps or other methods of lightning conductivity.
- No inclusion for furniture unless stated above. (Cost can be provided)
- Installation of skirt to base of units currently not included. Once the height of the foundations and ground fall is ascertained a cost can be provided.
- It is assumed that adequate parking will be available at the site for the installations team’s vehicles.
- It is the client’s responsibility to ensure suitable hard standing and site access for articulated vehicles/cranage.
- Mains connections / disconnections (water, waste & electrical) by others,unless otherwise stated.
- A cleaning charge may be applied at the end of the hire if units require cleaning, a further charge if toilets are returned containing waste.
- Building to be cleared and ready for collection from agreed off-hire date.
- For hire durationsin excess of12mths we reserve the right to pass on any “R.P.I or R.H.A” inflationary increases in **collection transport costs.**(Retail Price Index / Road Haulage Association)
- **Notice of off-hire**, hires of between 10 and 20 CTX bays require a minimum notice period of 2 weeks. For CTX buildings greater than 20 units we require a minimum 4 weeks’ notice.
- No allowance has been made for road closures, footpath suspensions or any other traffic management associated services’.
- Units to be covered on the hirer or purchaser’s comprehensive insurance until the point of removal from site.
- Retention –is 0%
- Liquidated & ascertained damages –our price is based upon LAD’s being set at £100pw (that value is set to keep the contract price down –any increase in LAD’s would result in an increased contract sum)
- Cancellation or postponement after receipt of customer purchase order and confirmation by Nixon Hire will result in additional or cancellation charges.
- The prices quoted for additional services are based on instruction at the point of order. Should a request after this event be made, and work has commenced in the yard or at site, this could result in additional costs.
- Any lead time quoted has been based on our current production/order book, this will be confirmed at point of order.
- **Any additional cost to comply with local planning or building control over and above the standard hire fleet specification or if a sale the specification supplied above to be covered by client. If applying to building control this should be done before placing any orders for the buildings.**