

## IPAF TERMS & CONDITIONS FOR HIRE

### A. Definitions.

1. You/Your – the individual, business firm, company, partnership, authority, or an organisation hiring the Equipment from Us.
2. We/Us/Our – Lifterz Ltd
3. Contract – these terms and conditions and any other document that sets out these terms & conditions and any Hire Details comprising the agreement between You & Us.
4. Hour – any 60 consecutive minutes in which operator is supplied with the Equipment. Contract will state the minimum hire hours.
5. Day – 24 consecutive hours unless Contract specifies a calendar day.
6. Week – 7 consecutive calendar days.
7. Working Week - From normal starting time on Monday until normal finishing time on the following Friday.
8. Weekend – From normal finishing time on Friday until normal starting time on the following Monday.
9. Month – 1 calendar month.
10. Equipment – Any MEWP, plant, machinery including attachments & accessories that is offered for hire or sale in the Contract.
11. MEWP(S) – Mobile elevating work platform(s), any individual powered access machine regardless of maker, age or type.
12. IPAF – INTERNATIONAL POWERED ACCESS FEDERATION.-
13. Load – The act of stowing & securing equipment for transportation & shall also include the act of unloading.
14. Hire Details – the period for which the Equipment is hired by You from Us and the rate & period unit agreed at the start of the Contract, and any other relevant details.
15. The Parties – You and Us.

### B. Details of Contract.

1. The Contract will be governed by the laws of England and Wales and the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Contract.
2. The Contract starts from the time You place an order with Us and We have accepted that order by way of written notification or delivery of the Equipment to You whichever is the sooner (the “Starting Date”).
3. If you are **not** a company incorporated under the laws of England and Wales the Contract will end within **3 months** of the Starting Date. You must return any hired Equipment to Us or instruct Us to collect it by giving Us 3 Days notice before the final day of the 3 month period.
4. The Contract takes precedence over any terms that You may put forward at any time. Our employees do not have authority to negotiate terms.
5. Any verbal notification MUST be confirmed in writing within 24 hours. In the event of any dispute only written notification will be accepted as proof of notification. Written notices to Us, may be given by hand delivery or by first class or pre-paid registered post to Our address printed on the front of the Contract or by facsimile to Our fax number printed on the front of the Contract and shall be deemed delivered on the next business day after being sent to or left at Our address.
6. If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the Contract shall continue to be valid as to the other provisions thereof and the remainder of the affected provision shall be unaffected.

### C. Our charges for hiring equipment.

1. The hire charges will begin at the Starting Date & end within **3 months**, if you are **not** a company incorporated under the laws of England and Wales, otherwise such hire charge will end when the Equipment is returned to Us and an official returns notice has been issued by Us to You. You agree to pay such hire charges in accordance with these terms.
2. We will charge according to the rate & period unit agreed at the start of the Contract. If We have agreed to charge You at the Working Week rate You must not use the Equipment on any Saturday or Sunday.
3. The rate charged for a [Month], [a Working Week] [a Week] is a **minimum charge** that will be levied even if You finish with the Equipment early. [In each of these cases] once one full period has been charged, fractions of the period will be applied if any subsequent period is not a complete unit at the following ratio[s] of the appropriate rate] for each additional day: [Monthly at 1/28<sup>th</sup>, Weekly at 1/7<sup>th</sup> & Working Week at 1/5<sup>th</sup>].

4. We will charge for **all public & construction industry holidays** as though they were normal working days **unless** We, at our absolute and sole discretion, have agreed in writing to waive charges for all or part of such holidays.
5. We will make full allowance for hire charges for time lost as a result of breakdown of the Equipment caused by fair wear & tear or by the unauthorised absence of Our operator.
6. We will charge 2/3rds of the hire rate when the Equipment has broken down or is unavailable for work due to any action or lack of action You may have taken, including seizure or detention by any receiver, liquidator or statutory body.
7. If You cannot return or restore the Equipment to Us for any reason We will charge 2/3rds of the hire rate until You have [fully compensated Us / paid Us a compensation charge] for the loss or have provided Us with suitable replacement equipment & We have agreed to accept this.
8. The reduced hire rate in clauses C6 & C7 above will only come into effect after You have notified Us.
9. We **will not** make any allowance in the charges levied under clauses C6 & C7 above due to delays or disputes caused by actions of any insurer or other third party acting on Your behalf.
10. We will invoice You for the hire charges and any other charges arising under the Contract in Pounds Sterling. Payment by You, in accordance with the invoice total, including VAT charged at the standard rate applicable at the date of the invoice, without deduction of bank charges, will be due and payable in accordance with Our terms of payment stated on the front of the Contract.

#### **D. Equipment supplied with an operator.**

1. When We supply an operator with the Equipment We will charge an hourly rate based on a five day, forty hour, normal working week and a timesheet basis of charging.
2. All hours worked, including travelling to and from Your place of work, as notified to us at or before the Starting Date, which fall outside of normal start & finishing times between Monday & Friday & all hours worked at weekends or during public holidays will be subject to additional charges to cover the operator's overtime. These charges will be at Our current labour rates which We will notify to You.
3. Unless We agree otherwise the minimum period of hire charged for any operated Equipment will be 8 Hours.
4. The signature provided by You (or by anyone on Your behalf) on Our time sheet will indicate Your agreement that the Hours shown will form the basis for Our charges.
5. The operator will be under Your control & direction throughout the hire period. You warrant that You will provide a healthy & safe working environment for the operator, in accordance with any rules, regulations, enactments, or the requirements of any statutory body, relating to security and health and safety and provide him/her with proper & reasonable instructions & supervision.
6. You shall indemnify Us against any losses, claims, demands, awards, proceedings, damages, charges, costs and expenses that the operator might suffer or incur as a result of Your breach of these terms and conditions.

#### **E. Delivery & collection.**

1. If We deliver, collect or transfer hired Equipment, which has been hired by You, You must pay Us Our transport charges, as notified to You. Delivery will be at the site specified in the Contract. If You wish to change the site You agree to pay Us any additional charges We might incur.
2. You are responsible for ensuring that a clear, firm & accessible area is available for Loading. If We incur extra costs or expense due to any of Your acts or failures to act in this respect You agree to pay Our reasonable charges in compensation of such costs and expenses.
3. When authority is needed from landowners or other third parties to enter any area which has restricted access You must obtain such consent and arrange for staff to attend to comply with rules or traffic restrictions which are in force at the time.
4. You are responsible for Loading & must provide competent supervision at all times.
5. Any road or bridge tolls or congestion or road use charges that We incur during transport of the Equipment to or from Your site will be charged to You.
6. Any person supplied by us to assist You to Load equipment will be considered to be under Your control. You must not instruct anyone to do anything that is in breach of any rules, regulations, enactments, or the requirements of any statutory body, relating to security and health and safety, or which would be unsafe.
7. You must tell Us if You move the Equipment to any other location within 24 Hours.

## F. Safety.

1. You must ensure that all Equipment operators are competent & have been adequately trained on the type of Equipment hired under the Contract. Competent supervision and assistance (eg: Banksmen) must be employed where necessary.
2. We will supply Equipment to You that is fit for purpose when used in accordance with the maker's design parameters & instructions, which are available for Your review on request. We will maintain evidence of service, inspection & statutory tests. You must ensure that the Equipment is checked before each period of use in accordance with such instructions. You must ensure that any damage or defect is reported to Us as soon as is reasonably possible. **If any part of the Equipment becomes defective or inoperable for any reason You must not allow it to be used again until We have examined it & advised You that it is safe to resume use.**
3. If You request it We will conduct a formal handover of the Equipment to Your operator and this will be verified by the issue of a familiarisation document that Your representative will sign for. This will discharge Our obligation to pass on essential information concerning the Equipment. **Note that a familiarisation document is NOT a substitute for proper training & You must not rely on it as such.**
4. You must not permit the Equipment to be used in any situation where it may become contaminated with dangerous substances. You must advise Us immediately if You suspect that the Equipment has become contaminated with any substance that is classified as hazardous under any rules, regulations and enactments relating to health and safety.
5. We will charge You for cleaning any Equipment that is returned in an unreasonably dirty condition. We will charge You for all special decontamination measures necessary to remove hazardous substances and to certify the Equipment as safe.
6. If Equipment requiring attention under clause F5 is unavailable for work for more than 24 hours after the off hire date We will charge You 2/3rds of the hire rate until such time as cleaning or decontamination is complete & where necessary has been certified safe.
7. **Unless** a special arrangement covered by a written risk assessment is in place You **must not** allow any MEWP to be used as a personnel lift or allow any person to enter/exit the cage except at ground level.
8. You agree to accept all responsibility for the storage and use of the Equipment in a safe and responsible manner and in accordance with the maker's design parameters & instructions. Nevertheless, once the Contract has begun, if, in the reasonable judgement of Our staff or consultants, We consider that any use or action that You are undertaking or intend to undertake with the Equipment is likely to place any person in danger of injury **We reserve the right to end the Contract with IMMEDIATE EFFECT by serving You with a verbal notice of termination.** This will be confirmed in writing giving Our reasons within 24 hours. Such notice will count as the "off hire" date and time.
9. If We issue a notice under clause F8 You agree to **immediately** cease using the Equipment & to make it **immediately** available for collection by Our representative.

## G. Your responsibility, including reporting of accidents.

1. You become responsible for the Equipment when You or Your representative receive it, either when You collect from our premises or We deliver to Your site.
2. You will be responsible for conducting any risk assessment or safety check necessary on site before using the Equipment & You will comply with all risk assessments already in force at the site of operation in so far as they affect the operation of the Equipment.
3. The Equipment will remain Our property at all times. You will maintain & not remove or obscure any property or safety notices which are placed on the Equipment. You will immediately notify Us of any loss or damage concerning such notices.
4. Unless You have asked Us & We have agreed to conduct a survey & You have agreed to Our recommendations in writing, the selection of the Equipment & its use is based upon Your skill & judgement & You shall be fully responsible for the same.

### YOU MUST

5. Operate all Equipment in accordance with Our instructions and the maker's design parameters & instructions and all applicable rules, regulations and enactments;
6. check regularly that the Equipment remains in good order & fit for purpose & ensure that the operator follows all operating procedures laid down in the instructions We provide and those of the maker;

7. keep the Equipment secure at all times ensuring that it is protected from theft, damage & improper use;
8. obtain consent & comply with any rules concerning the use of the Equipment on, over or adjacent to property belonging to, or licensed or leased by, anyone else;
9. inform Us immediately if the Equipment is involved in any accident that results in injury to any person;
10. inform Us as soon as is reasonably possible if the Equipment is involved in any accident that results in damage to the Equipment or to any other property **& comply with the terms of paragraph F2;**
11. ensure that the Equipment does not become a hazard to others whilst in use by using any warning device or barriers that are appropriate;
12. be aware that changes in ground conditions & the weather will affect the safe working of all MEWPS. You must not allow any MEWP to be used in unsafe conditions;
13. allow the operator sufficient time at the start of every period of use to make all of the checks necessary on a MEWP that are laid down in the instructions We provide and those of the maker;
14. not allow (except as required by clause G13) anyone to tamper with or remove any part of the Equipment, including decals, without Our express written consent;
15. ensure that the Equipment is supplied with the correct fuel or electricity supply as appropriate;
16. at the end of the hire pay Us reasonable compensation for repairs that are necessary due to damage or neglect.

#### H. Breakdown procedure.

1. If the Equipment breaks down or stops working You must report this to Us at the earliest possible opportunity.
2. Except under H3 & H4 below, You must not allow anyone to attempt to repair the Equipment unless We have agreed to this in writing.
3. You are responsible for all punctures & damage to tyres that occur on the Equipment throughout the life of the Contract. You may arrange for a professional tyre repairer to repair punctures or replace tyres on Your behalf. You agree to inform Us that this work has been carried out and provide Us with a copy of the tyre repairer's worksheet. You warrant that all replacement tyres or tubes fitted by anyone acting to Your instruction are of equivalent or better specification to those originally fitted.
4. You may change electrical plugs or couplers for approved alternative types, provided this work is carried out by a competent person. You must restore Our original plugs at the end of the hire or We will charge You to do this.
5. We will repair or change the Equipment at Our discretion if it breaks down or stops working. If breakdown has been caused by damage, neglect or misuse on Your part, We will charge for all repairs & transport costs involved.
6. You agree to allow Our staff adequate access to any location where You are using the Equipment for the purposes of repair, inspection, calibration or collection of the Equipment . If access is denied due to any action or omission on Your part We will charge You for any additional costs that We incur.

#### I. Lifting.

1. Unless We have notified You in writing that the Equipment hired under the Contract is certified to be used as a lifting appliance You **must not** use it as such.
2. A MEWP may only be lifted into position by a crane or lift truck by means of the fork sockets or lifting eyes provided by the maker. You should inform Us if You intend to locate any MEWP hired on the Contract by such means as We may need to provide You with additional safety information.
3. The safe working load (SWL) that may be carried in the cage of a MEWP is marked on the Equipment. **You must not allow it to be exceeded.**

#### J. Your Indemnity Limits of Our liability.

1. All times for transport or other attendance advised by Us are approximate.
2. We are not liable for delays that are caused by circumstances beyond Our reasonable control.
3. We will not be liable to You for any special, incidental, indirect, punitive or consequential loss or damages, whether occasioned by the negligence, fault, error, omission, act or breach of Us, Our employees, contractors and agents, including, without limitation, loss of contracts, loss of business, loss of customers, revenue or profits, loss of use or data, loss of savings or anticipated savings, loss of investments, loss of goodwill or reputation, capital costs or loss of extra administrative cost whether or not foreseeable, as a

result of any part of the Equipment breaking down or failing to work or arising from any one event or a series of connected events arising out of or in connection with this Contract howsoever that liability arises, including without limitation, any circumstances arising as a result of Us ending the Contract under the provisions of clause F8, or breach of contract, tort, misrepresentation or arising from statute, indemnity or otherwise.

4. Save for Our liability for death or personal injury caused by Our negligence or that of Our employees or agents, We will not be responsible for any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) of any kind or nature caused directly or indirectly by the Equipment or its use.
5. Notwithstanding any other provision of the Contract, should We be found liable for any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) suffered or incurred by You or any third party for or in respect of all breaches of Our contractual obligations under the Contract and all representations, statements and tortious acts or omissions arising under or in connection with the Contract, the Equipment or its use, Our aggregate liability shall in no event exceed the value of the hire charges for the contracted hire period in which such loss or damage occurred.
6. You shall indemnify Us in full and hold Us harmless in respect of any loss, damages, proceedings, suits, third party claims, judgments, awards, expenses and costs (including legal costs) incurred by or taken against Us as a result of the negligence, fault, error, omission, act or breach of You or Your employees, staff, contractors, agents or representatives and for any breach of the Contract whatsoever.

#### K. Termination of hire.

1. If You are a company incorporated under the laws of England and Wales and a termination date has not been agreed at the start of the Contract You must give Us at least 24 hours notice of termination in advance.
2. If the Contract is for a fixed period You must return the Equipment to Us or confirm that You wish Us to collect it before the expiry of the fixed period. The Contract can only be extended or terminated early by written agreement between both parties.
3. If You retain Equipment after the expiry date agreed on the Contract or it is unavailable when Our transport calls to collect it You will have to pay Our reasonable expenses incurred due to Your failure to restore it to Us. These expenses may include (but are not limited to) a continuance of the agreed hire charge, the wasted transport charge & compensation We may have to make to any other party due to the non availability of the Equipment or its attachments due to Your actions.
4. Any notice due under K1 – K3 above may be given verbally but **must** be confirmed in writing within 24 hours. **In the event of a dispute concerning off hire dates ONLY a written notification will be acceptable as proof of instruction.**
5. We may terminate the Contract with immediate effect if:
  - (a) You make a voluntary arrangement or composition with Your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
  - (b) an encumbrancer takes possession, or receiver is appointed over any of Your property or assets; or You cease or threaten to cease, to carry on business; or We reasonably believe that any of the events mentioned above are about to occur in relation to You or that you are unable to pay your debts as they fall due and We notify You accordingly.
  - (c) If You fail to pay any charge within 14 days of payment becoming due or commit a breach of any other term of the Contract or should You do or allow to be done any act or thing which in Our reasonable opinion may jeopardise Our rights in the Equipment or any part thereof.
6. Upon safe receipt of the Equipment either at Our depot or to Our authorised representative We will issue an off hire advice note. You agree that **only** this advice will be recognised as evidence of return of the Equipment to Us. It is Your responsibility to examine the off hire advice to ensure that returns, especially part returns, are correctly listed.
7. You will be liable for any damage to the Equipment that We may notify to You as soon as is reasonably practical after the Equipment is back in Our custody.

#### L. Insurance.

1. You **MUST** provide all insurance or indemnity that is required by law when using the Equipment. You should ensure that the limitations of liability contained in any insurance are sufficient to cover the risks that You will be exposed to.

2. You agree to forward Us a copy of Your insurance certificate covering all statutory liabilities at the start of the first hire with Us and at each renewal thereafter.
3. You **MUST NOT** permit the Equipment to be used “airside” at any aerodrome or heliport without first forwarding to Us proof that You have in place a special insurance policy to specifically cover such risks & that the owner of the site has accepted Your insurance as adequate.
4. You must pay the cost of replacing any Equipment that You are unable to restore or return to Us. You agree to insure the Equipment for its replacement cost or to have sufficient liquid assets to pay Us compensation for its loss. If You receive any money in settlement for all or part of any claim arising out of damage or theft of Our Equipment You agree to hold that money in trust for Us and pay it to Us on demand. You agree not to negotiate or compromise any matter without our express written permission.

#### **M. Miscellaneous**

1. Each party executes this Contract as an independent contractor and nothing herein contained shall be construed to form a joint venture, partnership or similar form of association except as specifically provided for therein.
2. If either party fails to perform its obligations in terms of this Contract, no waiver or breach of those obligations shall constitute a waiver of any further or continuing breach of the same or a different kind nor shall any delay or omission of either party to exercise any of its rights arising from any default affect or prejudice either party’s rights as to the same or any future default.
3. This Contract and any rights or obligations arising there from may not be assigned by either party without the prior written consent of the other party.
4. This Contract sets forth the entire agreement between the parties and may be changed or modified only by written agreement signed by both parties. For the avoidance of doubt this Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Agreement.

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