



- the Customer has handled them in an unacceptable way, the Customer must pay the Supplier an appropriate amount. 10.12 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method the Supplier offers.
- 10.13** Where the product is Services, the Supplier may deduct from any refund an amount for the supply of the Service for the period for which they were supplied, ending with the time when the Customer informs the Supplier it has changed its mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 11. TERMINATION BY NOTICE**
- 11.1** If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.
- 11.2** If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.
- 11.3** If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.
- 11.4** If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.
- 11.5** The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).
- 12. DEFAULT**
- 12.1** If the Customer:-
- 12.1.1** fails to make any payment to the Supplier when due without just cause;
- 12.1.2** breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 12.1.3** persistently breaches the terms of the Contract;
- 12.1.4** provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
- 12.1.5** pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
- 12.1.6** being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
- 12.1.7** appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract;
- 12.1.8** appears to the Supplier (acting reasonably) to be about to suffer any of the above events; and/or
- 12.1.9** fails to return to the Supplier the Hire Goods by the due date for return, then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.
- 12.2** If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-
- 12.2.1** except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess any Goods;
- 12.2.2** the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
- 12.2.3** the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
- 12.2.4** (\*) all monies owed by the Customer to the Supplier shall immediately become due and payable.
- 12.3** (\*) The Customer warrants that the Supplier shall have all rights, licences and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of Sale Goods. The Customer hereby grants the Supplier a licence to enter the premises of the Customer (or any third party premises where Sale Goods are held) to enable the Supplier to recover the Sale Goods in accordance with clause 12.2.1.
- 12.4** Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.
- 12.5** (\*) The Supplier may recover the costs, including but not limited to the costs of replacement, in respect of lost or damaged Goods, and nothing in clauses 12.2-12.4 shall limit the Supplier's right to recover such costs. The Supplier may recover the costs, including but not limited to the costs of replacement and recovery, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement, and nothing in clauses 12.2-12.4 shall limit the Supplier's right to recover such costs.
- 12.6** Upon termination of the Contract the Customer shall immediately:-
- 12.6.1** return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (and the provisions of clauses 12.2 to 12.5 in respect of access to premises for this purposes shall apply); and
- 12.6.2** pay to the Supplier all arrears for Rentals, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.
- 13. LIMITATIONS OF LIABILITY**
- 13.1** Subject to clause 13.2 the Supplier warrants that:
- 13.1.1** it will carry out any Services under the Contract with reasonable skill and care; and
- 13.1.2** the Goods will conform in all material respects with their description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.
- 13.2** The warranty in clause 13.1.1 shall apply for six months from when the Goods were hired or sold (as the case may be), or if shorter, and in respect of Hired Goods, the duration of the hire. For the avoidance of doubt, the warranty in clause 13.1.1 does not apply to the sale of second hand/ex-hire goods.
- 13.3** (\*) The Supplier will not be liable under the warranty above to the extent that Goods are covered by the manufacturer's warranty.
- 13.4** (\*) All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 13.5** (\*) The Customer warrants that (where they have been made available by the Supplier) it has inspected the Goods prior to the supply and is satisfied that the Goods are suitable for its needs save that the Customer shall not be in breach of this clause in respect of any Goods, where the Supplier is in breach of the warranty set out at clause 13.1.1 in respect of those Goods.
- 13.6** (\*) If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 13.7** Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.
- 13.8** (\*) The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment. The Customer's remedy for any breach of any of the warranties or representations set out in the Contract (whether made innocently or negligently) by the Supplier is limited to breach of contract.
- 13.9** The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 13.10** The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 13.11** (\*) The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier. The Customer remains liable for the Goods notwithstanding that the Supplier or Customer has insurance in place which would indemnify either the Supplier or the Customer.
- 13.12** (\*) The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-
- 13.12.1** consequential losses;
- 13.12.2** loss of profits;
- 13.12.3** loss of income;
- 13.12.4** economic and/or similar losses;
- 13.12.5** loss of anticipated savings;
- 13.12.6** loss of data;
- 13.12.7** wasted management or office time;
- 13.12.8** business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill;
- 13.12.9** special damages and indirect losses however so arising; and/or
- 13.12.10** loss resulting from any inability to carry out any operations. For example, the Supplier shall not have any Liability if the Customer cannot complete a task because the Supplier supplied the wrong Goods.
- 13.13** (\*) The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 13.14** Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-
- 13.14.1** Liability for breach of contract;
- 13.14.2** (\*) Liability in tort/delict (including negligence); and
- 13.14.3** (\*) Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.
- 13.15** If the Customer is a Consumer, the Supplier has no liability for anything of which the Supplier was not aware or which could not have reasonably foreseen. However, the Supplier is not liable to a Consumer in respect of any business losses.
- 13.16** Regardless of anything else in the Contract, nothing in the Contract restricts the Supplier's Liability for (a) death or personal injury resulting from negligence for which it is responsible; (b) fraud; (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987 (to the extent that this liability cannot be excluded); or (e) any other matter to the extent that it cannot be excluded or limited by law.
- 14. GENERAL**
- 14.1** Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.6, 7, 8, 9.1 and 9.3 shall continue in full force and effect.
- 14.2** Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 14.3** The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 14.4** When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 0161 888 5110 or by e-mail at [onecall.customerfeedback@vpplc.com](mailto:onecall.customerfeedback@vpplc.com).
- 14.5** (\*) The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 14.6** (\*) The Supplier may source Hired Goods from a third party. The Customer shall indemnify the Supplier against any Liability arising out of, or connected to, any claim brought by that third party, save to the extent that the Liability was a result of the Supplier's breach of the Contract or negligence.
- 14.7** (\*) No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision, if any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 14.8** The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 14.9** All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.
- 14.10** The Provision and Use of Work Equipment Regulations 1998 requires the Supplier to provide all of the necessary components to erect tower scaffold safely in accordance with the manufacturer's instructions. The Supplier does not accept Liability for accident or injury caused by the Customer's use of incomplete towers, or the Customer's failure to erect the tower scaffold in accordance with the manufacturer's instructions.
- 14.11** The Supplier may transfer, assign, charge, or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract, save that, where the Customer is not reduced or prejudiced in any way as a result of such transfer, assignment, sub contract, or other disposition.
- 14.12** The Supplier may subcontract its obligations under the Contract but the Supplier shall remain liable for the performance of its obligations to the same extent as it would have been but for the subcontracting.
- 14.13** (\*) These terms and conditions and any Confirmation constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.14** (\*) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms and conditions or any Confirmation. Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in this agreement.
- 14.15** This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.
- 15. ADDITIONAL CONDITIONS**
- 15.1** The Supplier may insert and present any balance due and unpaid where the Customer has signed a blank or nil value debit or credit card voucher. The Supplier may also process interim payments in respect of any monies due from the Customer under the Contract by credit or debit card at any stage of the Contract.
- 16. DAMAGE WAIVER**
- 16.1** The Supplier may offer, at its sole discretion, a damage waiver facility ("Damage Waiver") for certain Hire Goods upon payment of an additional charge (the "Damage Waiver Charge"). Where a Damage Waiver is available as an option and the Customer has paid the appropriate Damage Waiver Charge the Supplier will waive any further charge for rectifying accidental damage to returned Hire Goods subject to the conditions below.
- 16.1.1** The Customer must notify the Supplier of the damage within 48 hours of the damage occurring;
- 16.1.2** The Damage Waiver does not apply and the Customer will continue in all respects to be fully responsible if the damage to Hire Goods was directly or indirectly the result of: (a) misuse or use contrary to instructions; or (b) malice or any deliberate act; or (c) negligence or want of care; or (d) an act or omission by any person who is not the Customer or in the Customer's direct employ.
- 16.2** The waiver option will not apply and the Customer will continue in all respects to be fully responsible if the damage is the result of a breach by the Customer of any conditions of the Contract.
- 16.3** The Damage Waiver is not an insurance for Hired Goods and does not cover loss or theft of the Hire Goods. Damage Waiver will not be effective unless and until any credit account with the Supplier has been paid in full at the time the Customer claims Damage Waiver.
- 17. DATA PROTECTION ACT**
- The Supplier's privacy policy explains how and why the Supplier collects, stores, uses and shares personal data. Please review the Supplier's privacy policy, which is available on its website at [www.hirestation.co.uk](http://www.hirestation.co.uk).
- 18. ADDITIONAL TERMS- ONLINE ORDERS ONLY**
- 18.1** The Supplier does not accept orders from Customers based outside the UK (unless expressly agreed otherwise by the Supplier in its absolute discretion and upon notice to the prospective Customer in question).
- 18.2** By placing an order through the Supplier's website, the Customer warrants that it is legally capable of entering into binding contracts and that the Customer is at least 18 years old.
- 18.3** After placing an order, the Customer will receive an email from the Supplier acknowledging that the Supplier has received the Customer's order. Please note that this does not mean that the order has been accepted. The Customer's order constitutes an offer to the Supplier to buy/hire the Supplier's Goods (as the case may be). All orders are subject to acceptance by the Supplier, and the Supplier will, if it accepts the order, confirm such acceptance by sending the Customer an email Confirmation that confirms that the Goods are ready for (as applicable) dispatch or collection from the collection outlet specified by the Customer when ordering the Goods. The Contract between the Supplier and the Customer will only be formed when the Supplier sends the Customer the Confirmation (or, if earlier, upon delivery to, or collection by, the Customer of the Goods).
- 18.4** The Contract will relate only to those Goods the Supplier has confirmed in the Confirmation. The Supplier will not be obliged to supply any other Goods which may have been part of the Customer's order until such Goods have been confirmed in a separate Confirmation.
- 18.5** If the Customer is collecting the Goods, it must collect the Goods within seven days of the date the Supplier sent the Customer the Confirmation, or (if later) within seven days of any specific collection date identified in the Confirmation. If the Customer does not do this then the Supplier may cancel the Customer's order.
- 18.6** If the Supplier has agreed to deliver the Goods, the Goods will be the Customer's responsibility from the time of delivery to the agreed delivery address, or otherwise from the time the Customer collects the Goods from the Supplier's premises.
- 18.7** Product prices are liable to change at any time, but changes will not affect orders in respect of which a Confirmation has been sent.
- 18.8** The Customer must notify the Supplier immediately if any employee who has been provided with an individual customer username and password ceases to be employed by the Customer in order that the Supplier can disable the account. The Customer is responsible for all activities which occur under the Customer's username and password, or under the Customer username and password of any of the Customer's employees or agents, save where such activities occur as a result of the Supplier's negligence or fault.
- 18.9** The Supplier's site contains a large number of Goods and it is always possible that, despite the Supplier's best efforts, some of the Goods listed on the Supplier's site may be incorrectly priced. The Supplier will normally verify prices as part of the Supplier's dispatch procedures so that, where the correct price is less than the Supplier's stated price, the Supplier will charge the lower amount when dispatching the Goods to the Customer. If the correct price is higher than the price stated on the Supplier's website, the Supplier will normally, at the Supplier's discretion, either contact the Customer for instructions before dispatching the Goods, or reject the Customer's order and notify the Customer that the Supplier are rejecting it.
- 18.10** If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as an error, the Supplier does not have to provide the Goods to the Customer at the incorrect (lower) price.
- 18.11** Applicable laws require that some of the information or communications the Supplier sends to the Customer should be in writing. When using the Supplier's site, the Customer accepts that communication with the Supplier will be mainly electronic. The Supplier will contact the Customer by mail or provide the Customer with information by posting notices on the Supplier's website. For contractual purposes, the Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that the Supplier provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.
- 18.12** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the parties having to go to court. If the Customer is a Consumer, and is not happy with how the Supplier has handled any complaint, it may want to contact the alternative dispute resolution provider used by the Supplier. If the Consumer's complaint cannot be resolved, the Supplier will contact the Consumer directly with its choice of alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

Brandon Hire Station  
72-75 Feeder Road,  
St Phillips, Bristol  
BS2 0TQ  
Tel: 0117 9719119

[BrandonHireStation.Online@vpplc.com](mailto:BrandonHireStation.Online@vpplc.com)

Amended Version as at Nov.2018

**Schedule 1 - Model Cancellation Form for consumer customers**

(Complete and return this form only if you wish to withdraw from the contract)

To Brandon Hire Station, 72-75 Feeder Road, St Phillips, Bristol, BS2 0TQ

Tel: 0117 9719119 | [BrandonHireStation.Online@vpplc.com](mailto:BrandonHireStation.Online@vpplc.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods

[\*] for the supply of the following service [\*],

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

Name of consumer(s),

Address of consumer(s),

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

Date

[\*] Delete as appropriate