

LITE ALTERNATIVE LTD – TERMS & CONDITIONS

1. **DEFINITIONS AND LAW**
 - 1.1. "the Company" shall be deemed to refer to Lite Alternative Ltd
 - 1.2. "the Equipment" shall mean goods, components and other items hired or sold by the Company or any part thereof
 - 1.3. "the Customer" is the person, firm, corporate or public body hiring or purchasing the Equipment under any agreement with the Company which under the terms of English law might be defined as a contract. Any person purporting to act on behalf of the Customer shall bind the Customer to the Contract
 - 1.4. "Consequential loss" shall mean any indirect or consequential losses of any nature
 - 1.5. "Interest" shall mean interest calculated in accordance with Clause 4.1
 - 1.6. The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts
2. **HIRE TERMS**
 - 2.1. **Title**
 - 2.1.1. All hired Equipment remains the property of the Company
 - 2.2. **Charges**
 - 2.2.1. Hire charges commence from the date stated in the contract and are payable for the period of hire irrespective of whether the Equipment is in use by the Customer
 - 2.2.2. Equipment must be returned by the time and date specified in the Contract
 - 2.2.3. Additional charges accrue at the full daily hire rate if not returned from hire at the agreed or stipulated time which may include consequential loss in the event that the Equipment is not available for hire by other customers
 - 2.2.4. All Equipment must be returned in similar condition to the start of the hire and in a clean and serviceable condition or additional charges will be made
 - 2.2.5. The Company supplies additional and or spare parts with Equipment where appropriate. These and any parts that they replace must be returned with the Equipment and by default their full replacement cost will be charged to the Customer
 - 2.3. **Hire Period**
 - 2.3.1. The hiring period commences at the time and date specified in the Contract and continues for the period specified in the Contract and terminates upon return to the Company. Equipment is not regarded as returned to the Company until it is checked and inspected by member of the Company's staff
 - 2.4. **Customer's Responsibilities**
 - 2.4.1. The Customer's responsibility for the Equipment commences on receipt of the Equipment by the Customer or his agent or on delivery and ends when the Customer has returned all the Equipment to the Company
 - 2.4.2. The Customer shall not at any time sell dispose or otherwise part with control of the Equipment or attempt to do so. It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any Equipment that is the property of the Company without the prior written consent of the Company
 - 2.4.3. The Signatory to the Contract and the Customer jointly and severally undertake with the Company that everyone who uses the Equipment has been properly instructed in its safe and proper operation and will ensure that every user is in possession of necessary instructions and further will not allow the Equipment to be misused
 - 2.4.4. The Customer will be responsible for ensuring that any relevant rules regulations and statutory provision governing or relating to the use of the Equipment are complied with during the period of hire. The Company in no way assumes liability for the consequences of any noncompliance with any such rules regulations and statutory requirements
 - 2.4.5. The Customer will at all times fully indemnify the Company against any expense liability financial loss claim or civil or criminal proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising from or in connection with the delivery hire use non-use repossession collection return or non-return of the Equipment
 - 2.4.6. Nothing in this clause shall affect the statutory rights of the Customer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977
 - 2.5. **Electrical Equipment**
 - 2.5.1. Any electrical Equipment should be used with plugs/sockets as fitted
 - 2.5.2. No Equipment shall be modified without prior written consent from the Company
 - 2.5.3. The Customer shall be responsible at all times to arrange a proper supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly earthed. Damage to Equipment from incorrectly connected or disrupted supply will be charged for
 - 2.6. **Equipment Maintenance and Reporting**
 - 2.6.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period
 - 2.6.2. Any breakdown or unsatisfactory working of Equipment shall be immediately notified to the Company
 - 2.6.3. The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from the Company
 - 2.6.4. Any damaged or unsatisfactory Equipment must be returned to the Company's premises for examination at the Customer's cost
 - 2.6.5. If the Equipment is involved in any accident resulting in damage to either the Equipment or other property or injury to any person the Customer shall notify the Company immediately
 - 2.6.6. Equipment must not be moved from the site specified by the Customer in the Contract without written or emailed consent of the Company and no Equipment may be taken outside mainland Great Britain without prior consent of the Company
 - 2.7. **Compatibility of Equipment**
 - 2.7.1. The Customer shall ensure that the Equipment is compatible and may safely be used with any other machinery or non Company supplied Equipment
 - 2.7.2. The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes
 - 2.7.3. The Company reserves the right to supply Equipment of a similar design to the Equipment specified
 - 2.7.4. All descriptions and specification and drawings and particulars of weights and dimensions issued by the Company are approximate only
 - 2.8. **Insurance**
 - 2.8.1. The Customer agrees to pay the Company the full retail cost of any Equipment lost stolen or damaged beyond economic repair (without deduction for usage wear and tear or age)
 - 2.8.2. The Customer shall insure the Equipment against the loss or damage. Any Equipment lost or stolen must be reported to the Company by the Customer so that this can be reported to the Police
 - 2.8.3. All monies received by the Customer from any insurance company or third party in settlement of any claim shall be held in trust by the Customer and paid to the Company on demand to the extent that any such payment is due under clause 2.8
 - 2.8.4. The Customer shall not compromise or settle any claim without the express consent of the Company
 - 2.8.5. In the case of Equipment which is lost stolen or damaged beyond economic repair the Customer shall pay the daily hire charge until the Equipment is replaced or insurance money received
 - 2.9. **Termination of Hire**
 - 2.9.1. The Company shall be entitled to terminate the contract with immediate effect and to repossess the Equipment if at any time the Customer is in breach of these terms, or the Customer shall take any steps or if any act or proceedings is commenced in which the Customer's solvency is in the reasonable view of the Company is in doubt
 - 2.9.2. Such termination shall not affect the right of the Company to recover from the Customer any monies due under this contract interest or consequential loss
 - 2.9.3. The Customer hereby authorises the Company to enter upon any property upon which the Company believes any Equipment to be held and the Company at its absolute discretion may recover and remove the Equipment
3. **CONDITIONS OF SALE**
 - 3.1. **Risk in Title**
 - 3.1.1. The risk in the Equipment shall pass to the Customer immediately on delivery to the Customer at the address shown for delivery on the contract or if the Customer collects on collection Property and title in the Equipment shall remain vested in the Company and the Company reserves the right to dispose of the Equipment until such time as the price shall have been paid in full
 - 3.1.2. If any part of the payment is overdue or if the Customer is in breach of any of these terms or if the Customer or any third party shall take any steps or any act or proceeding in which in the reasonable view of the Company the Customer's solvency is in doubt the Company may (without prejudice to any of the Company's other rights) recover or resell the Equipment and may enter upon the Customer's or any third party's property for that purpose
 - 3.2. **Receipt**
 - 3.2.1. The Customer or any duly authorised person on behalf of the Customer shall receive and unload the Equipment and shall check the Equipment for quantity and condition in the presence of the Company's carrier
 - 3.2.2. Any shortage or unsatisfactory Equipment shall be endorsed by the Customer or a duly authorised person on behalf of the Customer on the delivery document and the Customer shall give written confirmation to the Company within 24 hours of delivery.
 - 3.2.3. No claim in respect of shortage or unsatisfactory condition of the Equipment shall be entertained by the Company unless condition 3.2.2 is observed
 - 3.3. **Payment**
 - 3.3.1. Where credit account facilities have been granted to the Customer all invoices must be paid within the terms specified in the invoice
 - 3.3.2. Where no such facilities have been granted payment will be with order or collection or delivery
4. **CONDITIONS APPLICABLE TO BOTH HIRE AND SALE**
 - 4.1. **Payment and Interest**
 - 4.1.1. Where payments are not made on the due date the Company will be entitled to charge interest on the amount that is overdue at the Bank of England base rate prevailing for the period for which such monies are overdue plus 8% calculated on a day to day basis
 - 4.1.2. The payment of any such interest shall be without prejudice to any other rights or remedies of the Company
 - 4.1.3. Other legal or other charges incurred in the recovery of money or Equipment shall be paid by the Customer
 - 4.2. **Liability**
 - 4.2.1. The liability of the Company for any defect in the Equipment shall be limited to and in no cases exceed:
 - a) Any manufacturer's warranty attached to the Equipment; or if there shall be none
 - b) Replacement or repair of the defective Equipment; or
 - c) At the Company's option a refund of the price
 - 4.3. **Injury to Persons and Damage to Property**
 - 4.3.1. Subject to 4.2 above the Company shall not be liable for any loss other than that which directly arises from any injury to persons or damage to tangible property where and only to the extent that such injury or damage is caused by defects in the Equipment and where such defect is caused by the negligence of the Company
 - 4.3.2. Where the Customer has erected Equipment or modified a structure supplied by the Company, the Company will not be responsible for injury to persons and damage to property consequential to or arising from this structure
 - 4.4. **Rights reserved**
 - 4.4.1. Any failure by the Company to enforce any or all of these conditions shall not be construed as a waiver of any of the Company's rights hereunder
 - 4.4.2. If any terms in this contract shall be invalid such invalidation shall not affect the validity of the remaining terms
 - 4.5. **Terms of Contract**
 - 4.5.1. These conditions have effect in substitution for and to the exclusion of any condition put forward by the Customer
 - 4.6. **Delivery and Carriage**
 - 4.6.1. All times quoted or stated for deliveries are approximate only and the Company shall not be liable for any delay in the delivery of the Equipment howsoever caused
 - 4.6.2. Hire charges or sale prices do not include carriage. Any expenses incurred by the Company in delivery or recovering Equipment or attempting the same will be paid by the Customer
 - 4.6.3. Where carriage charges are quoted by the Company such charges will include only for the time to load or unload alongside the Company vehicle at the address specified by the Customer. Further time or attendance will be paid by the Customer
 - 4.6.4. The Company reserves the right to recharge additional costs of delivery and collection including but not restricted to parking charges, parking fines, waiting time and toll charges
 - 4.6.5. The Company shall not be held liable for any damage incurred to a Customer vehicle when loading/unloading or for the safe and secure loading of their vehicle.