



Temporary Power Distribution

Credit Application Form

Please fill in all fields within the form and ensure you have a copy of your Hired In Plant Insurance to send across along with this form. Our Terms and Conditions are attached to this form, ensure you have read the T&C's and are in agreement.

If you have any questions please call: Tel: 01543 574111 Ext 3112



How did you hear about us?: _____

Customer Details:

Trading name of business or company: _____

Trading address: _____

Postcode: _____

Business Type: Ltd Plc Partnership Sole Trader

Registered Office Address (if different): _____

Postcode: _____

Registration Number: _____

Date of Incorporation: _____

VAT No: _____

Your Industry Sector: _____

Main Tel No: _____

Accounts Tel No: _____

Purchase Ledger contact: _____

Email Address: _____

Accounts contact: _____

Email Address: _____

Director Names: _____

Director Name: _____

Address: _____

Director Name: _____

Address: _____

Has any person named above been a director of a Company in the last three years that has gone into liquidation, receivership or has been wound up, or is an undischarged bankrupt or been declared bankrupt in the last five years?

No

Yes (If yes give details on below)

Trade References:

1. Name: _____

Address: _____

Telephone No: _____

Email Address: _____

Duration of Trading: _____

2. Name: _____

Address: _____

Telephone No: _____

Email Address: _____

Duration of Trading: _____



Annual Spend Estimate:

Rental:

Systems:

Bank Details:

Bank Name: _____

Branch: _____

Post Code: _____

Account Number: _____

Sort Code: _____

Agreement:

By signing this document you agree to the following:

- > IDE to obtain references from the above, as and when appropriate.
- > Read and agreed IDE's Standard Terms & Conditions.
- > Warrant that should a credit account be opened in my/our name, we will abide by these Standard Terms & Conditions.
- > Certify that the above information is accurate and true.

Signed: _____

Date: _____

Print: _____

Position: _____

Thank you.

Please return this form and a copy of your Hired In Plant Insurance to: creditcontrol@idesystems.co.uk
IDE will be unable to open an account until a copy of your current Hired In Plant Insurance is provided.

For office use only:

Account Opened: Yes No Account Number: _____

Credit Score: _____ Credit Score Comments: _____

Hired In Plant Insurance Expiry Date: _____

**ide Systems Ltd &
ide Rental Ltd**

TERMS AND CONDITIONS OF BUSINESS ("Conditions")

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Contract: any contract between **ide** and the Customer for the sale and purchase of the Goods (including, where applicable, the supply of Services), incorporating these Conditions.

Customer: the person, firm or company who purchases the Goods and/or the Services from **ide**.

Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods agreed in the Contract to be supplied to the Customer by **ide** (including any part or parts of them).

ide: ide Systems Ltd (Company No. 04973527) the registered office of which is at Unit3 Swaffield Park, Hyssop Close, Cannock, WS11 7FU; and

ide: ide Rental Ltd (Company No. 09188454) the registered office of which is at Unit3 Swaffield Park, Hyssop Close, Cannock, WS11 7FU;

Services: the services to be supplied by **ide** to the Customer under this Contract.

A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.2 Words in the singular include the plural, and in the plural include the singular.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these Conditions.

2. Application of terms

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or Conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all sales by **ide** and any variation to these Conditions and any representations about the Goods and/or the Services shall have no effect unless expressly agreed in writing and signed by a director of **ide**. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of **ide**, which is not set out in the Contract. Nothing in this Condition shall exclude or limit **ide's** liability for fraudulent misrepresentation.

- 2.4 Each order or acceptance of a quotation for Goods or Services by the Customer from **ide** shall be deemed to be an offer by the Customer to buy Goods subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by **ide** until a written acknowledgement of order is issued by **ide** or (if earlier) **ide** delivers the Goods or provides the Services to the Customer.
- 2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is valid for a period of 30 days only from its date, provided that **ide** has not previously withdrawn it.

3. Description

- 3.1 The quantity and description of the Goods shall be as set out in **ide's** quotation or acknowledgement of order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by **ide** and any descriptions or illustrations contained in **ide's** catalogues, brochures or web site are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Delivery

- 4.1 Unless otherwise agreed in writing by **ide**, delivery of the Goods shall be made by **ide** delivering or arranging delivery of the Goods to the Customer's premises or such other place of business in as agreed between the Customer and **ide**.
- 4.2 Where delivery is to be made by **ide** informing the Customer that the Goods are available for collection from **ide's** place of business, the Customer shall take delivery of the Goods within 7 days of **ide** giving it notice that the Goods are ready for delivery.
- 4.3 Any dates specified by **ide** for delivery of the Goods or the provision of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these Conditions **ide** shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or the provision of the Services (even if caused by **ide's** negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or **ide** is unable to deliver the Goods or provide the Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by **ide's** negligence);
 - (b) the Goods shall be deemed to have been delivered;
 - (c) **ide** may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - (d) **ide** shall provide the Services at the next available opportunity.

- 4.6 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.7 **ide** may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 4.9 If the Customer cancels the contract, it must provide 30 days written notice to **ide**, and it will nevertheless be subject to any reasonable costs covering materials and labour already endured by **ide**.

5. Non-delivery

- 5.1 **ide** shall not be liable for any non-delivery of Goods (even if caused by **ide's** negligence) unless the Customer gives written notice to **ide** of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.2 Any liability of **ide** for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. Risk/title

- 6.1 The Goods are at the risk of the Customer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Customer until **ide** has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods;
 - (b) the Services (if any); and
 - (c) all other sums which are or which become due to **ide** from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as **ide's** bailee;
 - (b) store the Goods (at no cost to **ide**) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as **ide's** property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on **ide's** behalf for their full price against all risks to the reasonable satisfaction of **ide**. On request the Customer shall produce the policy of insurance to **ide**.
- 6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be affected in the ordinary course of the Customer's business at full market value; and

- (b) any such sale shall be a sale of **ide**'s property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession of the Goods shall terminate immediately if:

- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between **ide** and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- (c) the Customer encumbers or in any way charges any of the Goods.

6.6 **ide** shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from **ide**.

6.7 The Customer grants **ide**, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.8 Where **ide** is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by **ide** to the Customer in the order in which they were invoiced to the Customer.

6.9 On termination of the Contract, howsoever caused, **ide**'s (but not the Customer's) rights contained in this condition 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by **ide** in writing, the price for the Goods shall be the price set out in **ide**'s price list published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods. Such costs shall be identified to the Customer following receipt of an order.

7.3 **ide** reserves the right, by giving notice to the customer at any time before the Goods are delivered to increase the price of the Goods to reflect any increase in the cost to **ide** which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency

regulation, alteration of taxes, levies or duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the Goods or change to the required Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give **ide** adequate information or instructions.

8. Payment

- 8.1 The Seller shall be entitled to require payment of part or the entire price for the Goods prior to the Delivery Date.
- 8.2 Subject to condition 8.6, payment of the price for the Goods and the Services is due in pounds sterling unless quoted for in a local currency, and shall be payable once **ide** has notified the Customer that the Goods are available for delivery in accordance with clause 4 or despatch to the Customer.
- 8.3 Where the Customer has an account with **ide**, **ide** shall be entitled to invoice the Customer, for the price of the Goods and/or the Services on the day on which the Goods are delivered or deemed to be delivered. Payment shall be made within 30 days of the end of the month following the date of the invoice.
- 8.4 Time for payment shall be of the essence.
- 8.5 No payment shall be deemed to have been received until **ide** has received cleared funds.
- 8.6 All payments payable to **ide** under the Contract shall become due immediately on its termination despite any other provision.
- 8.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by **ide** to the Customer.
- 8.8 If the Customer fails to pay **ide** any sum due pursuant to the Contract, the Customer shall be liable to pay interest to **ide** on such sum from the due date for payment at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

9. Quality

- 9.1 Where **ide** is not the manufacturer of the Goods, **ide** shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to **ide**.
- 9.2 **ide** warrants that (subject to the other provisions of these conditions) on delivery:
 - (a) the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Customer had made known that purpose to **ide** in writing and **ide** has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of **ide**; and
 - (c) the Services shall be provided using reasonable care and skill and as far as reasonably possible, in accordance with the contract.
- 9.3 **ide** shall not be liable for a breach of either of the warranties in condition 9.2 unless:

- (a) the Customer gives written notice of the defect to **ide**, and, if the defect is as a result of damage in transit to the carrier, within 2 days of the time when the Customer discovers or ought to have discovered the defect; and
- (b) **ide** is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by **ide**) returns such Goods to **ide**'s place of business at the Customer's cost for the examination to take place there.

9.4 **ide** shall not be liable for a breach of either of the warranties in condition 9.2 if:

- (a) the Customer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Customer failed to follow **ide**'s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Customer alters or repairs such Goods without the written consent of **ide**;
- (d) the defect in the Goods or Services arise from any drawing, design or specification supplied by the customer.

9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with either of the warranties in condition 9.2 **ide** shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if **ide** so requests, the Customer shall, at the Customer's expense, return the Goods or the part of such Goods which is defective to **ide**.

9.6 If **ide** complies with condition 9.5 it shall have no further liability for a breach of either of the warranties in condition 9.2 in respect of such Goods.

9.7 Any Services to be provided by **ide** pursuant to its Contract shall be supplied with reasonable use and skill.

10. Limitation of liability

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of **ide** (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of **ide**:

- (a) for death or personal injury caused by **ide**'s negligence; or

- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for **ide** to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

- (a) **ide**'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) **ide** shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Assignment

- 11.1 **ide** may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of **ide**.

12. Force Majeure

ide reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of **ide** including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to **ide** to terminate the Contract.

13. General

- 13.1 Each right or remedy of **ide** under the Contract is without prejudice to any other right or remedy of **ide** whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by **ide** in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by **ide** of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14. Communications

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email:

- (a) (in case of communications to **ide**) to Unit 3, Swaffield Park, Hyssop Close, Cannock, Staffordshire WS11 7FU or such changed address as shall be notified to the Customer by **ide**; or
- (b) (in the case of the communications to the Customer) to the registered office or to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to **ide** by the Customer.

14.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by email on the same working day.

Communications addressed to **ide** shall be marked for the attention of the Sales Director.

IDE Rental Limited

**RENTAL EQUIPMENT - TERMS & CONDITIONS
("CONDITIONS")**

1. Definitions and interpretation

1.1. The definitions and rules of interpretation in this condition apply in these Conditions:

"Commencement Date" means the date of deemed delivery of the Equipment to the Hirer pursuant to Clause 3.2.

"Customer" means the person, firm or company who agrees to hire the Equipment from ide.

"Destroyed Equipment" means any item of Equipment that becomes a Total Loss.

"Equipment" means the equipment specified in the Schedule or any item or group of items of such equipment and all component parts or accessories of such equipment, all additions to, replacements or renewals of, any such equipment or item or any such component part or accessory and all operational instructions, manuals and any accompanying information relating to its safe use, servicing and maintenance.

"ide" means ide Rental Limited (Company Reg No 09188454) the registered office of which is at Swinford House, Albion Street, Brierley Hill, West Midlands, DY5 3EZ.

"Loss" means any claim, damage, demand, expense, fee, fine, payment, proceeding, liability, loss, break funding cost or penalty.

"Premises" means the premises at which the Equipment is to be located.

"Rent" means rent payable in respect of the Rental Period being, subject to any adjustment pursuant to these Conditions, the amount specified in the Schedule as being payable on each Rent Payment Date.

"Rent Payment Date" means each date for the payment of Rent specified in the Schedule.

"Rental Period" means the period as set out in the (order form/delivery note being the period for which the Equipment is to be hired by the Hirer subject to early termination pursuant to these Conditions.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Termination Event" means any of the events referred to in Clause 14.

"Termination Sum" means, on a termination, a sum equal to all Rent that would have been payable but for termination from the date of such termination to and including the last day of the Rental Period;

"Total Loss" means, in relation to an item of Equipment, any actual, constructive, compromised, agreed or arranged total loss (in the conclusive opinion of the insurer of that Equipment) as a result of the loss, destruction, theft, damage beyond economic repair, compulsory acquisition, requisition, forfeiture, seizure or

confiscation of that Equipment.

"Total Loss Date" means, in relation to an item of Equipment, the date of its Total Loss or, if later, the date on which the insurers of such Equipment determine that Equipment to have become a Total Loss.

- 1.2. Unless a contrary indication appears, any reference in these Conditions to:
- (i) any party to these Conditions shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "expense" means any kind of cost or expense, including all legal costs and expenses; and
 - (iii) except in relation to Clause 6, a provision of law is a reference to that provision as amended or re-enacted.
- 1.3. Clause and Schedule headings are for ease of reference only.
- 1.4. Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Conditions.

2. Cancellations, leasing and term of leasing

- 2.1. ide shall lease the Equipment to the Hirer, and the Hirer shall lease the Equipment from ide, for the duration of the Rental Period.
- 2.2. The leasing of Equipment shall start on the Commencement Date and shall end on the last day of the Rental Period. The parties may, in writing, agree that the Rental Period shall continue for further periods subject to these Conditions.
- 2.3. All Event Hire cancellations must be confirmed in writing to IDE, prior to equipment going on hire. In the event of a cancellation, the following charges will apply:
- More than 7 days prior to delivery - no charges payable by Hirer
 - Up to 7 days prior to delivery - 50% total hire contract cost payable by Hirer
 - Up to 2 days prior to delivery - 100% total hire contract cost payable by Hirer

3. Risk, delivery and acceptance

- 3.1. The Equipment shall be deemed to have been delivered to and accepted by the Hirer under these Conditions on the date of actual delivery to the Hirer or to a third party receiving the equipment on the Hirer's behalf (whichever is the sooner). From the time of delivery of each item of Equipment by ide to the Hirer, that Equipment shall be at the absolute risk of the Hirer and, as between ide and the Hirer, risk in that Equipment shall pass to the Hirer at that time.
- 3.2. The Equipment shall be subject to these Conditions from the Commencement Date.
- 3.3. The Hirer shall not be entitled for any reason to refuse to accept delivery of any item of Equipment under these Conditions and no order may be cancelled by the Hirer except with the agreement in writing by ide on terms that the Hirer shall indemnify ide in full against all loss (including without prejudice to the generality of the foregoing loss of profit) costs (including without prejudice to the generality of the foregoing) the cost of all labour and materials incurred by ide in connection with the Equipment to

be hired.

4. Rent

- 4.1. The Hirer shall pay to ide each Rent on each Rent Payment Date or (if ide has submitted an invoice) within 30 days of the end of the month following the date of the invoice.
- 4.2. No Rent payable under these Conditions in advance shall be repayable by or recoverable from ide.

5. Payments

- 5.1. On each date on which the Hirer is required to make a payment under these Conditions the Hirer shall pay such amount to ide in cleared funds.
- 5.2. Payment shall be made to such account with such bank as ide specifies from time to time.
- 5.3. All payments to be made by the Hirer under these Conditions shall be made without and free and clear of any deduction for set-off or counterclaim and without any deductions or withholdings unless such deduction or withholdings is required by law.
- 5.4. The Hirer's obligation to pay Rent and to pay all other payments in accordance with these Conditions is absolute irrespective of any contingency, including:
 - 5.4.1. any unavailability of any item of Equipment for any reason, including any lack or invalidity of title to any item of Equipment, any other defect in the title to any item of Equipment, arising out of the condition, design, operation, satisfactory quality or fitness for use or purpose of any item of Equipment or, subject to Clause 12, the Total Loss of or any damage to any item of Equipment;
 - 5.4.2. any failure or delay on the part of either party to these Conditions, whether with or without fault on its part, in performing these Conditions;
 - 5.4.3. any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, administration, liquidation or similar proceedings by or against either party to these Conditions; or
 - 5.4.4. any lack of due authorisation of or other defect in these Conditions.
- 5.5. Any payment which is due to be made on a day that is not a business day shall be made on the preceding business day.
- 5.6. If the Hirer fails to pay any amount payable by it under these Conditions on its due date, interest shall accrue on the amount payable but unpaid from the due date up to the date of actual payment, both before and after judgment, at the rate being 8% above the base rate of Lloyds TSB Bank plc. Any interest accruing under this Clause 5.6 shall be payable by the Hirer on demand by ide. ide reserves the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1988.
- 5.7. All payments due to ide under these Conditions including payment for any expenses which the Hirer is required to reimburse to ide shall be deemed to be exclusive of any VAT for which the Hirer shall be additionally liable.

6. Limitation and exclusion of ide's liability

- 6.1. The Hirer acknowledges that:
 - 6.1.1. the condition of the Equipment on delivery to the Hirer under these Conditions is the sole responsibility of the Hirer; and
 - 6.1.2. each item of Equipment is satisfactory to the Hirer and suitable for the business of the Hirer and any intended use of each item of Equipment by the Hirer.
- 6.2. The Hirer acknowledges and agrees that no condition, warranty or representation of any kind has been or is given or made by ide or any other person on ide's behalf (whether authorised or not), express or implied, whether arising by law or otherwise in relation to the Equipment.
- 6.3. The conditions, warranties and representations referred to in Clause 6.2 include any Conditions, warranties or representations relating to the title to the Equipment or the description, quality, suitability or fitness for any purpose, value, condition, design or operation of any kind of the Equipment.
- 6.4. ide shall have no liability in contract, tort or otherwise for any Loss (including consequential loss) of any kind arising directly or indirectly from:
 - 6.4.1. delay in delivery of or failure to deliver any item of Equipment;
 - 6.4.2. defect or alleged defect in any item of Equipment or its use or performance;
 - 6.4.3. inadequacy of any item of Equipment for any purpose;
 - 6.4.4. repairs or servicing to any item of Equipment; or
 - 6.4.5. an interruption in the use of any item of Equipment.
- 6.5. ide shall have no obligation to supply to the Hirer a replacement item for any item of Equipment.
- 6.6. Nothing in this Clause 6 shall afford ide any wider exclusion of any liability of ide for death or personal injury than ide may effectively exclude having regard to the Unfair Contract Terms Act 1977.
- 6.7. ide shall, so far as it is reasonably able so to do, at the request and cost of the Hirer extend to the Hirer during the Rental Period the benefit of any guarantees or warranties that are given by any manufacturer of the Equipment.
- 6.8. Any such guarantee or warranty shall only be extended to the Hirer or enforced by it on terms that the Hirer shall indemnify ide to its satisfaction against any Losses incurred or which may be incurred in connection with the enforcement of or the making of a claim under any such guarantee or warranty.
- 6.9. The provisions of Clause 6.7 do not entitle the Hirer to commence any proceedings in the name of ide.
- 6.10. ide shall not be joined by the Hirer as party to any proceedings relating to any guarantee or warranty referred to in Clause 6.7.

7. General indemnities

7.1. The Hirer shall pay promptly, and shall on demand indemnify ide against any Loss incurred by ide at any time arising out of, resulting from or in connection with:

7.1.1. these Conditions and the transactions contemplated by these Conditions;

7.1.2. the purchase, testing, design, manufacture, delivery, late delivery, non-delivery, purchase, importation, ownership, letting, sub-letting, possession, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Equipment or otherwise in connection with the Equipment and regardless of:

(i) whether or not such Losses are attributable to any defect in any Equipment or to the design, construction or use of any item of Equipment or to any other reason; and

(ii) when the Loss arises;

7.1.3. claims that are made on the ground of an infringement of patent or copyright or registered design or other intellectual property right;

7.1.4. preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of any item of Equipment, or in securing or attempting to secure the release of any item of Equipment;

7.1.5. the Total Loss of any Equipment; and

7.1.6. the occurrence of a Termination Event.

7.2. Where in this Clause 7 an indemnity is expressed to be for the benefit of any person who is not a party to these Conditions:

7.2.1. ide shall be entitled to indemnify such person on the same terms, with appropriate and necessary modifications, as the indemnities expressed to be for the benefit of such person in this Clause 7; and

7.2.2. the Hirer shall indemnify ide on demand against any amount paid or payable by ide to such person under any such indemnity.

8. Warranties

8.1. The Hirer makes the warranties set out in this Clause 8 to ide on the date of these Conditions and on each day of the Rental Period by reference to the facts and circumstances then existing on each such date.

8.2. The obligations expressed to be assumed by it in these Conditions are legal, valid, binding and enforceable obligations.

8.3. It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, these Conditions.

8.4. No Termination Event or event or circumstance that, with the lapse of time, giving of notice or otherwise, would be a Termination Event has occurred and is continuing.

8.5. Any information that has been provided by or on behalf of the Hirer was accurate in all material respects as at the date it was provided or as at the date (if any) at which it was stated.

8.6. Nothing has occurred since the information referred to in Clause 8.5 was provided and no information has been given or withheld that results in any of the information referred to in Clause 8.5 being untrue or misleading in any material respect.

9. **Duration**

9.1. The undertakings in this Clause 9 remain in force throughout the Rental Period except as ide may otherwise permit.

9.2. The Hirer shall:

9.2.1. not cause or permit any item of Equipment to be employed, used or operated in any manner contrary to any law or regulation;

9.2.2. procure that each item of Equipment is employed, used or operated:

(i) in a skilful, careful and proper manner;

(ii) only for the purpose for which it was designed; and

(iii) in accordance with and subject to all instructions issued by the manufacturer of that item of Equipment and any government agency or authority; and

(iv) in accordance with and subject to all applicable laws and regulations.

9.3. The Hirer shall comply, and shall ensure that each item of Equipment complies, with all obligations imposed on the Hirer and ide in relation to the Equipment by and all other obligations applicable to the Equipment pursuant to, applicable law including the Health and Safety at Work Act 1974 or by any regulations issued under that Act and shall comply with the requirements of any improvement or prohibition notice served under that Act.

9.4. The Hirer shall keep each item of Equipment in a good, safe and serviceable condition and state of repair (fair wear and tear excepted):

9.4.1. consistent with first-class operating and management practice; and

9.4.2. strictly to the standard and at the service intervals recommended by the manufacturer of that item of Equipment.

9.5. The Hirer shall not pledge ide's credit.

9.6. The Hirer shall not make additions, alterations or modifications to, or remove any part of, any item of Equipment.

9.7. The Hirer shall permit ide or its representatives at all reasonable times to inspect the Equipment and the Hirer's management systems and facilities relating to the Equipment and shall afford all necessary access, assistance and proper facilities for such inspections and, where ide has been requested to service the Equipment all access necessary for ide to service the Equipment.

- 9.8. For the purpose of inspection under clause 9.7 the Hirer authorises or shall procure that ide and its representatives are authorised to enter into the Premises or any other land or premises at which the Equipment or any of it may from time to time be located.
- 9.9. The Hirer shall:
- 9.9.1. maintain all such records, information and documents that are required to be maintained in respect of the Equipment to comply with any applicable law or regulation and in accordance with first-class ownership, operating and management practice;
 - 9.9.2. keep accurate, complete and up to date records of the location of each item of Equipment and of all maintenance of each item of Equipment; and
 - 9.9.3. permit ide or its representatives at any time on reasonable notice to examine and take copies of such records, information and documents.
- 9.10. The Hirer shall promptly discharge:
- 9.10.1. all liabilities which give or may give rise to claims enforceable against the Equipment; and
 - 9.10.2. all other outgoings in respect of the Equipment.
- 9.11. The Hirer shall promptly obtain, comply with and do all that is necessary to maintain in full force and supply a certified copy to ide of any authorisation, consent, licence or permit that is required under any applicable law or regulation in relation to the Equipment to enable the Hirer to possess or use the Equipment and in relation to the Premises or any other land or premises at which the Equipment or any of it is located.
- 9.12. The Equipment shall remain at the Premises, shall not be removed from the Premises without the prior consent of ide.
- 9.13. The Hirer shall, at the request of ide, affix or cause to be affixed to the Equipment or any separate parts of the Equipment plates or other markings of such size and prominence, and bearing such text, as ide may reasonably require. The Hirer shall ensure that any plates or markings so affixed shall remain affixed to the Equipment and are not altered, concealed, defaced or removed.
- 9.14. The Hirer shall procure that the Equipment remains personal and moveable property even if temporarily annexed to land or buildings.
- 9.15. If any item of Equipment becomes fixed to land or buildings, the Hirer shall procure that the owner of, or any other person having an interest in, such land or buildings gives to ide a waiver in writing of any right to that item of Equipment and a right to enter onto such land or buildings to remove that item of Equipment.
- 9.16. The Hirer shall supply to ide promptly such information relating to the financial condition of the Hirer and otherwise in relation to the business of the Hirer as ide reasonably requests.

10. Title

- 10.1. Throughout the Rental Period, the Equipment shall belong to and title to, and ownership of, the Equipment shall remain vested in and.
- 10.2. The Hirer shall have no right, title or interest in or to any part of any item of Equipment except the right to hire the Equipment in accordance with these Conditions.
- 10.3. The Hirer shall not attempt or hold itself out as having any power to sell, charge or otherwise encumber or to sell or otherwise dispose of any item of Equipment or any interest in any item of Equipment.
- 10.4. The Hirer shall not create, incur or suffer to exist any Security Interest in respect of any item of Equipment or any policies of insurances taken out in relation to the Equipment.
- 10.5. The Hirer shall not, without the prior written consent of and, sub-let or, except for the purposes of maintenance or repair pursuant to these Conditions, voluntarily part with the possession or operational control of any item of Equipment.
- 10.6. The Hirer shall take or procure the taking of all necessary steps to safeguard and's rights in respect of the Equipment and shall not do or permit to be done anything that jeopardises the rights of and in the Equipment or deliberately omit to do anything that would prevent those rights from being jeopardised.
- 10.7. The Hirer shall prevent any item of Equipment being removed from its possession and the confiscation, distress, execution, impounding, forfeiture, requisition for title or seizure of any item of Equipment and in the event of such confiscation and such like the Hirer shall immediately procure the release from confiscation, distress, execution, impounding, forfeiture, requisition for title or seizure of any item of Equipment.
- 10.8. The Hirer shall make clear to third parties that title to the Equipment is held by and in circumstances and on occasions where the ownership of the Equipment may be relevant.

11. Insurance undertakings

- 11.1. Throughout the Rental Period, the Hirer shall keep the Equipment insured at its expense on behalf of and its full replacement value against all risks that a reasonably prudent insurers of a similar type would insure against and all such other risks as and may reasonably require.
- 11.2. The Hirer shall effect the insurance policies required pursuant to clause 11.1 on terms and through brokers and with insurance companies or underwriters approved by and.
- 11.3. The Hirer shall procure that the insurance policies shall:
 - 11.3.1. name, or be amended to name, and as additional named assured for its rights and interests in the Equipment;
 - 11.3.2. name the and as loss payee with such directions for payment as and may specify;
 - 11.3.3. provide that and may make proof of loss if the Hirer fails to do so; and
 - 11.3.4. provide that, if a policy is cancelled by the insurer for any reason or any of its

terms is materially changed, such cancellation or change shall not be effective as against ide for 30 days after written notice to the ide of such cancellation or change.

- 11.4. The Hirer shall, if requested by ide, provide ide with copies of all policies relating to the insurance policies.
- 11.5. The Hirer shall punctually pay all premiums or other sums payable in respect of the insurance policies and, if required by ide, provide ide with all relevant receipts.
- 11.6. The Hirer shall not do nor omit to do, or permit to be done or not to be done, anything that would or might render any policy of insurance invalid, void, voidable or unenforceable or render any sum payable under any insurance policy repayable.
- 11.7. The Hirer shall not make or agree to any alteration to any insurance policies or waive any right relating to any insurance policy.
- 11.8. The Hirer shall do all things necessary and provide all documents, evidence and information to enable ide to collect or recover any sums that at any time become payable in respect of the insurance policy.

12. Total loss

- 12.1. The leasing of any Equipment that becomes a Total Loss shall terminate on the Total Loss Date relating to it.
- 12.2. The Hirer shall, not later than 30 days after the Total Loss Date in relation to any Destroyed Equipment, pay to ide the aggregate of:
 - 12.2.1. all Rent and any other amounts then payable by the Hirer under these Conditions; and
 - 12.2.2. by way of agreed compensation, an amount equal to the amount determined by ide to be the open market value of the Equipment.
- 12.3. All monies received by ide from the insurers in respect of the Total Loss of any item of Destroyed Equipment shall be applied in the following order:
 - 12.3.1. first, in retention by ide of an amount equal to the compensation referred to at clause 12.2.2;
 - 12.3.2. secondly, in or towards payment of any Rent and any other amounts then payable by the Hirer under these Conditions;
 - 12.3.3. thirdly, in or towards refunding by way of rebate of Rent an amount equal to the aggregate of all Rent and the amounts in relation to that Destroyed Equipment pursuant to Clauses 12.2.1 and 12.2.2 previously paid by the Hirer; and
 - 12.3.4. fourthly, the balance, if any, shall be retained by ide.
- 12.4. The Hirer shall promptly inform ide where the Equipment requires the repair of any damage to any Equipment that does not constitute a Total Loss of that Equipment. ide shall carry out such repairs at the expense of the Hirer. All monies received from the insurers in respect of the loss or damage to that Equipment shall be applied in the following order:

12.4.1. first, in or towards payment of any Rent and any other amount then payable by the Hirer under these Conditions;

12.4.2. secondly, in or towards reimbursing the Hirer for the cost of the reinstatement or repair of that Equipment.

13. Power of ide to remedy defaults

13.1. If the Hirer fails to comply with any provision of these Conditions, ide may take all steps necessary to effect compliance with such provision.

13.2. ide shall not be obliged to take any steps pursuant to Clause 13.1 but shall have no liability as a result of the taking of any such steps.

13.3. The exercise by ide of any of its powers pursuant to Clause 13.1 shall be without prejudice of the right of ide to treat the Hirer's non-compliance as a Termination Event.

14. Termination events

14.1 Each of the following events or circumstances set out in this Clause 14.1 is a Termination Event:-

14.1.1 the Hirer does not comply with any provision of these Conditions and if the failure to comply is capable of remedy it is not remedied within 14 days of ide giving notice to the Hirer or, if earlier, of the Hirer becoming aware of the failure to comply.

14.1.2 any representation made or deemed to be made by or on behalf of the Hirer in this agreement or any other document relating to these Conditions is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

14.1.3 the Hirer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with a creditor with a view to rescheduling any of its indebtedness.

14.1.4 any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Hirer other than a solvent liquidation or reorganisation of the Hirer that has previously been approved by ide;

(b) a composition, assignment or arrangement with any creditor of the Hirer;

(c) the appointment of a liquidator other than in respect of a solvent liquidation of the Hirer that has previously been approved by ide, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Hirer or any of its assets; or

- (d) any Security Interest over any assets of the Hirer becomes capable of enforcement.

14.1.5 any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Hirer or the Equipment.

14.1.6 the Hirer ceases or suspends carrying on its business or any part of it which, in the opinion of ide, is material in the context of this agreement; or

14.1.7 it is or becomes unlawful for the Hirer to perform any of its obligations under this agreement or for ide to exercise or enforce any of its rights under this agreement.

15. ide's rights following termination event

15.1. At any time after the occurrence of a Termination Event ide may, by notice to the Hirer, on such date as ide specifies in the notice, terminate the leasing of the Equipment to the Hirer and the consent of ide to the possession of the Equipment by the Hirer pursuant to these Conditions or, if the Commencement Date has not occurred, terminate the obligation to lease the Equipment to the Hirer pursuant to these Conditions.

15.2. The Hirer shall pay to ide forthwith on any termination of the leasing of, or obligation to lease, the Equipment pursuant to Clause 15.1:

15.2.1. an amount equal to the aggregate of:

- (i) any Rent and any other amounts then payable by the Hirer under these Conditions; and
- (ii) the amount of any Losses incurred by ide in connection with that termination; and

15.2.2. by way of agreed compensation, the Termination Sum calculated as at the date of that termination.

16. Redelivery

16.1. On the termination or expiry of the Rental Period either:

16.1.1. the Hirer shall at its risk and expense, return the Equipment to ide at such place in the United Kingdom as ide requires or

16.1.2. ide shall collect the Equipment if this is agreed between the parties. The Equipment shall be returned in a good, safe and serviceable condition and state of repair (fair wear and tear excepted) and otherwise in the condition required pursuant to these Conditions, free of any Security Interest.

16.2. On the termination or expiry of the Rental Period, the Hirer shall no longer be in possession of the Equipment with the consent of ide and ide shall be entitled to retake possession of the Equipment if it is not returned in accordance with Clause 16.1.

16.3. ide may put into force and exercise all its rights and entitlements at law and may enter upon any land or premises belonging to, or in the occupation or under the control of, the Hirer where any item of Equipment is located for the purposes of

retaking possession of that Equipment. Where the equipment is located on land owned by third parties, the Hirer shall procure that ide has all rights necessary to gain access to that land for the purpose of removing the Equipment.

16.4. If within the period of five working days from the termination or expiry of the Rental Period, the Hirer has either:-

16.4.1 failed to return the Equipment in accordance with clause 16.1.1; or

16.4.2 failed to make the Equipment available for ide to collect in accordance with clause 16.1.2; then

ide may charge the Hirer and the Hirer shall pay a sum equivalent to the amount of the Rent for the period from the termination or expiry of the Rental Period until the Equipment is either returned in accordance with clause 16.1.1 or collected in accordance with clause 16.1.2.

17. Notices

17.1. Any communication to be made under or in connection with these Conditions shall be made in writing and may be made by fax or letter.

17.2. The address and fax number, and the person for whose attention the communication is to be made, of each party to these Conditions for any communication or document to be made or delivered under or in connection with these Conditions is as set out on the order form submitted to ide or such other address as the parties shall notify to the other from time to time.

17.3. A communication or document made or delivered by one party to another under or in connection with these Conditions will only be effective:

17.3.1. if by way of fax, when received in legible form; or

17.3.2. if by way of letter, when it has been left at the relevant address or 3 business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

18. Transfer and assignment

18.1. ide may dispose of any of its rights or obligations under these Conditions or dispose of any item of Equipment, or any of its rights in and to any item of Equipment, subject to and with the benefit of these Conditions, to another person.

18.2. The Hirer may not dispose of any of its rights or obligations under these Conditions.

19. Supplemental

19.1. If any of these Conditions at any time is or becomes illegal, invalid or unenforceable under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Conditions under the law of that jurisdiction, nor the legality, validity or enforceability of that provision or any other provisions of these Conditions under the law of any other jurisdiction will in any way be affected or impaired.

19.2. The rights and remedies provided in these Conditions are cumulative and not exclusive of any rights or remedies provided by law. If the ide fails to exercise, or

delays in exercising, any of its rights or remedies under these Conditions, such failure or delay shall not operate as a waiver. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.

- 19.3. The parties to these Conditions may only amend or waive any term of these Conditions in writing.
- 19.4. ide may set off any matured obligation due from the Hirer under these Conditions against any matured obligation owed by ide to the Hirer.
- 19.5. Any determination or certification by ide of a rate or amount under these Conditions is, in the absence of manifest error, conclusive.
- 19.6. Subject to any periods of grace referred to in Clause 14, time shall be of the essence as regards the performance by the Hirer of its obligations under these Conditions.
- 19.7. The indemnities contained in these Conditions in favour of ide shall survive any termination or other ending of the Rental Period and any breach of these Conditions or repudiation or alleged repudiation of these Conditions by the Hirer or ide.

20. Governing law and jurisdiction

- 20.1. These Conditions are governed by English law.
- 20.2. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions.



IDE Rental Event Cancellation Policy

All Event Hire cancellations must be confirmed in writing to IDE Rental, prior to the hire equipment going out on hire.

In the event of a cancellation, the following cancellation charges will apply;

- *More than 7 days prior to delivery - no charges payable by Hirer*
- *Up to 7 days prior to delivery - 50% total hire contract cost payable by Hirer*
- *Up to 2 days prior to delivery - 100% total hire contract cost payable by Hirer*

Dated: 1st January 2025



Temporary Power Distribution You Can Trust
www.idesystems.co.uk



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E: enquiries@idesystems.co.uk
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Central Distribution Hubs
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Units 4 and 5 Alpha Business Park,
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Scotland Rental Hub
Unit 8, Shawfield Trade Park
Boundary Road, Rutherglen
Glasgow, G73 1DB

Erica, Energy Management System: www.ide-erica.co.uk
Temporary EV chargers: www.ide-ev.co.uk