



Hire Station Limited T/A MEP Hire Standard Conditions for the Hire and Sale of Products

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:
 "Consumer" an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
 "Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;
 "Customer" means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;
 Confirmation: any document supplied by the Supplier to the Customer setting out the particulars of the Supplier's order (but not a mere acknowledgement of receipt of an order pursuant to clause 18.3 below).
 "Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;
 "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
 "Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;
 "Hire Goods" means any Goods which are hired to the Customer;
 "Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events:
 (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or
 (ii) the physical repossession or collection of Hire Goods by the Supplier;
 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
 "Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
 "Sale Goods" means any Goods which are sold to the Customer;
 "Supplier" means Hire Station Limited t/a MEP Hire, a company registered in England and Wales with company number 037 (VAT number 700 9498 34). Registered office: C/O Vp Plc Central House, Beckwith Knowle, Otley Road Harrogate, North Yorkshire, HG3 1UD, and will include its employees, servants, agents and/or duly authorised representatives;
 "Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.
 These terms shall not be amended without the prior written agreement of a director of the Supplier.
 The Supplier will not be bound by any change purported to be made to these terms and conditions by any of the Supplier's staff unless a director of the Supplier confirms in writing that the change is agreed (this paragraph does not apply to Consumers).
 Furthermore if there is any inconsistency between these terms and conditions on the one hand and any other documentation or information provided to the Customer, then the terms and conditions set out in this document shall prevail (this paragraph does not apply to Consumers, or in respect of the sale of second hand/ex-hire goods in respect of which the Confirmation will take precedence).

2. BASIS OF CONTRACT

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer and the Supplier will automatically terminate the Contract in the event of any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier's reasonable control.
 2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall be automatically terminated if the Customer fails to pay the Rental to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier. Irrespective of the foregoing provisions, if the Hire Period is extended to a period of time which exceeds three months, the Supplier will automatically terminate the Contract and issue a new Contract on the same terms to the Customer for the extended period. No Hire Period shall ever exceed a three month period.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, be held null and void in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not affect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
 3. FAULTY GOODS AND/OR SERVICES
 3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods which are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.
 4. PAYMENT
 4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time or in the Confirmation (in the event of any conflict the price in the Confirmation shall apply). Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.
 4.2 The Customer shall pay any Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract to the Supplier in accordance with the Supplier's standard payment terms - which require payment to be received by the Supplier End of Month following month of invoice (any variation to these terms are to be agreed in writing by the Supplier's Director and/or Credit Manager or in the Confirmation). If no monthly credits/terms have been agreed by the Supplier then the Supplier's invoices are due for payment on the date of the invoice or the date of the invoice if agreed in advance by the Supplier, when the Goods and/or Services are delivered or supplied. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable. However, if the rate of VAT changes between the date of the order and the date of delivery, the Supplier will, if permitted by law, adjust the VAT the Customer pays, unless the Customer has already paid for the Goods in full before the change in VAT takes effect.
 4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
 4.4 (*) If the Customer fails to make any payment in full on the due date:
 4.4.1 the Supplier may charge the Customer interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 ("1998 Act") (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher;
 4.4.2 All sums payable under the Contract, and any other contract between the Supplier and the Customer, shall immediately become due and payable;
 4.4.3 Regardless of whether or not the Supplier is claiming interest under the 1998 Act the Supplier shall be entitled to recover all sums which it would have been entitled to recover under the 1998 Act if it had charged interest under the 1998 Act. Such sums shall include the compensation charges referred to in section 10 of the 1998 Act. (The amount of compensation being determined in accordance with the principles set out in the 1998 Act).

4.5 (*) The Customer shall be deemed to have accepted the Rental due as set out on an invoice unless it informs the Supplier within 14 days of the date of the invoice that it disputes the invoice.
 4.6 (*) The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
 4.7 If the Customer is a Consumer, the Supplier may charge interest on any sums not paid by the due date for payment at a rate of 2.5% above the base rate of the Bank of England (both before and after judgment/decree).
 4.8 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or if the credit limit is already exceeded. The Supplier may, in its absolute discretion, reduce the Customer's credit limit. Where Goods are supplied in excess of this credit limit (for any reason) at the request of the Customer, the Customer's employees, staff, servants or agents, any other person, purporting to act on behalf of the Customer, or any person authorised by the Customer to make use of the account, then the Customer will be held responsible for the entire account, including the excess. In such circumstances, the Customer shall reduce the Customer's balance to within the credit limit by the end of the calendar month during which the credit limit was exceeded, and if it fails to do so within 7 days of notice to do so, the Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or provision of the Services.
 4.10 The Supplier reserves the right to store the Customer's credit card details on its password protected system and to use such details against future Rentals made by the Customer. The Supplier may, where permitted to do so, use such details to recover costs, damages or losses to which the Supplier is otherwise entitled pursuant to these conditions. Customer owned equipment in the Supplier's possession shall be held securely for the duration of any necessary quotation, service and repair work. After the required work has been completed, the Supplier will make reasonable efforts to contact the Customer for a three month period. Should this period lapse without confirmed contact and the instruction from the Customer, the Supplier reserves the right to:
 4.12 dispose of Customer owned equipment at its discretion; and/or
 4.13 sell Customer owned equipment at its discretion and retain the proceeds of sale after applying the monies in accordance with clause 4.12.
 4.14 In respect of clauses 4.11.1 and 4.11.2 above the Supplier shall apply any monies arising as a result of disposal, sale or hire against any debt outstanding to the Customer to the Supplier.
 4.15 If the initial hire is paid by credit card and the hire is extended, then the Supplier reserves the right to charge the credit card with any unpaid charges arising from the additional hire. The Supplier shall inform the Customer where such charges are made.
 5. RISK, OWNERSHIP AND INSURANCE
 5.1 Risk in the Goods will pass immediately to the Customer when they leave the premises of the Supplier.
 5.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental, the Hire Period has ceased, or if the Contract has expired or terminated.
 5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer for the duration of the Hire Period. The Supplier retains until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full (in cash or cleared funds).
 5.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:-
 5.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;
 5.4.2 store such Sale Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 5.4.3 not remove, deface or obscure any identifying mark or packaging on or relating to such Sale Goods;
 5.4.4 maintain the Sale Goods in satisfactory condition; and
 5.4.5 keep them insured (as from the time they leave the physical possession or control of the Supplier) on the Supplier's behalf for their full price against all risks, including theft, fire, flood, lightning, explosion or incurred by the Customer. The Customer shall (if requested by the Supplier) obtain an endorsement of the Supplier's interest in the Sale Goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow the Supplier to inspect the Sale Goods and the insurance policy, but the Customer may re-see or use the Sale Goods in the ordinary course of its business.
 5.5 The Customer shall not, without the prior written consent of the Supplier, pledge, charge, assign, mortgage, hire, withhold, selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.
 5.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and the costs of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.
 6. DELIVERY, COLLECTION AND SERVICES
 6.1 It is the responsibility of the Customer to collect the Goods from the Supplier, and, in the case of Hire Goods, return them to the Supplier at the end of the Hire Period. If the Supplier provides Services, persons performing the Services are from the Customer it will do so at its standard delivery cost from time to time, within 30 days of acceptance of the Customer's order (unless otherwise agreed), and such delivery and/or collection will form part of the Services. Should the Services include delivery of Goods by the Supplier, the Supplier will be liable for the risk in the Goods during transportation.
 6.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 5 working days of the Customer notifying the Supplier that the Hire Goods are ready for collection whereupon the Supplier shall be liable for any loss, damage or theft thereafter.
 6.3 If any Services are delayed, postponed, aborted and/or are cancelled due to the Customer failing to comply with its obligations herein the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement, aborted delivery and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.
 7. CARE OF HIRE GOODS
 7.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper

purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;
 7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
 7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
 7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
 7.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
 7.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
 7.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;
 7.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
 7.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident relating to the operation of the Hire Goods, other property and/or injury to any person; and
 7.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
 7.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.
 7.2 The Hire Goods must be returned by the Customer in good working order and condition and in the same condition that they were in prior to the hire (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.
 8. BREAKDOWN
 8.1 If and when the Hire Goods in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.
 8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
 8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and repairs to the Hire Goods.
 8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.
 9. LOSS OR DAMAGE TO THE HIRE GOODS
 9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or replacement and to return the Hire Goods to the Supplier in accordance with the provisions of clause 8.3, and to pay the Rental, until such repairs and/or cleaning have been completed.
 9.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:-
 9.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or
 9.2.2 pay to the Supplier any loss or cost suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.
 9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.
 9.4 The Customer shall remain liable to pay the Rental from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9.2 ("Lost Rental Period"). The Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two-thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once it has received payment from the Customer under clause 9.2 above.
 10. STATUTORY CANCELLATION RIGHT FOR CONSUMERS
 10.1 The provisions of this clause 10 only apply to online or telephone sales/hires to Customers who are Consumers for the purpose of any hire or purchase from the Supplier.
 10.2 In relation to clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and those Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to the Supplier at the address stated at the end of these terms, without incurring any charge or Liability within 14 days of the date following the date on which the Goods come into the physical possession of the Customer.
 10.3 Where a Customer exercises its right to cancel under clause 10.2 and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer:
 10.3.1 within 14 days of receipt of the Goods which have been returned by the Customer; or
 10.3.2 (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods to the Supplier for collection; and
 10.3.3 if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.
 10.4 Where the Customer deals as a Consumer and requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.2, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.
 10.5 Where the Contract is with a Consumer and:
 10.5.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and
 10.5.2 provides for a specific date or period of performance;
 the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.
 10.6 Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.
 10.7 A Consumer can cancel the Contract within the 14 day period referred to above by a clear statement to that effect to the Supplier, which may be sent by post or by email (to the addresses below) or by printing off the cancellation form

