



Shareplant Rentals

Terms of Use

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1. GENERAL TERMS OF USE

1.1 Acceptance of These Terms of Use

Welcome to the website of Shareplant (“Company”, “Shareplant”, “we”, or “us”).

The following Terms of Use, together with any documents they expressly incorporate by reference, govern your access to and use of [Shareplant.com](https://www.shareplant.com), including any content, functionality and services offered on or through Shareplant.com (the “Website”) or subdomains, whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. This Website is offered and available to users who are 18 years of age or older and reside in the United Kingdom or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

1.2 Changes to These Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check these Terms of Use frequently, so you are aware of any changes, as they are binding on you. These Terms of Use can be found on the Website.

1.3 Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use

of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise including (but not limited to) through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorised access to or use of your username or password or any other breach of security. You also agree to ensure that you exit (i.e., log out) from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

1.4 Scope, Purpose, and Use of the Site, Application and Services

The Site, Application and Services can be used to facilitate the listing and booking of Construction and Engineering Plant. Rental Listings (“Listings”) are included on the Site, Application, and Services. You may view Rental Listings as a visitor to the Site, Application and Services.

“Plant” covers all classes of Plant, machinery, vehicles, equipment, tools, accessories, and any ancillary items, vehicles or equipment therefore, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.

To list or request a Listing, you must register to create a Shareplant Account by signing up on the Site, Application and Services. The Company has created a platform or marketplace with certain technology that enables Owners (Lessors) and Hirers (Lessees) to communicate and arrange for rentals of Plant with each other.

The Company is not an owner or operator of any Plant in any Listing on the Site, Application, and Services. The Company does not own, sell, resell, provide, rent, re-rent, manage and/or control Plant or services in the Listings. The Company’s responsibilities are limited to facilitating the availability of the Site, Application and Services.

By using this Website, signing up as User or Member, listing Plant, and/or renting Plant, you agree to these Terms of Use.

As stated above, the Site, Application and Services are intended to be used to facilitate Owners and Hirers connecting, communicating, listing, and renting Plant directly with each other. The Company cannot and does not control the content contained in any listings and the condition, legality, or suitability of any Plant. The Company does provide facilities on the Website for the Owner to state condition and compliance with statutory inspection and maintenance, but the accuracy of this information is entirely that of the Owner. The Company is not responsible for and disclaims all liability related to any and all listings and Plant. Accordingly, any rentals will be made at the Hirer's own risk. In no event shall Shareplant be liable to any Owner or Hirer for any special, incidental, direct, indirect, or consequential damages of any kind or any damages resulting from loss of use, data, revenue, or profits whether or not advised of the possibility of damage and on any theory of liability arising out of or in connection with the use or performance of any Plant or the information on Shareplant's Website. Whilst Shareplant expects Owners and Hirers to return any property they may receive which does not belong to them, Shareplant will not be liable for any losses of or damage to such property.

1.5 Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications. If we provide social media features with certain content, you make take such actions as are enabled by such features. You must not: Modify copies of any materials from this site, use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

You must not delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available

through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@Shareplant.com. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

1.6 Trademarks

The Company name, the terms Shareplant, the Website or Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

1.7 Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- (a) In any way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from the UK or other countries).
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- (c) To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- (d) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- (e) To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- (f) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- I. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- II. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- III. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorised purpose without our prior written consent.
- IV. Use any device, software or routine that interferes with the proper working of the Website.
- V. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- VI. Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- VII. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- VIII. Otherwise attempt to interfere with the proper working of the Website.

1.8 User Contributions

The Website may contain rental listings, member profiles, message boards, chat rooms, personal web pages or profiles, forums, bulletin board, blogs, comment sections, social media features and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. You represent and warrant that:

- (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- (b) All your User Contributions do and will comply with these Terms of Use.
- (c) You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

(d) We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

1.9 Monitoring and Enforcement & Termination

We have the right to:

(a) Remove or refuse to post any User Contributions for any or no reason at our sole discretion.

(b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

(c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

(d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorised use of the Website.

(e) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

You waive and hold harmless the Company and its Affiliates, Licensees and Service Providers from any claims resulting from any action taken by the Company / any of the foregoing Parties during or because of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

However, we do not undertake review of all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

1.10 Content Standards

These content standards apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable national and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- (a) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (c) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- (e) Be likely to deceive any person.
- (f) Promote any illegal activity, or advocate, promote or assist any unlawful act.
- (g) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- (h) Impersonate any person or misrepresent your identity or affiliation with any person or organisation.
- (i) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, gambling, or advertising.
- (j) Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

1.11 Copyright Infringement

If you believe that any User Contributions violate your copyright, email info@Shareplant.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

1.12 Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

1.13 Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

1.14 Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

1.15 Online Purchases and Other Terms of Use

All actions through our site or other transactions for the rental of goods, or services or information formed through the Website or because of visits made by you are governed by these Terms of Use.

1.16 Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to:

- (a) Link from your own or certain third-party websites to certain content on this Website.
- (b) Send e-mails or other communications with certain content, or links to certain content, on this Website.
- (c) Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional Terms of Use we provide with respect to such features. Subject to the foregoing, you must not:

- I. Establish a link from any website that is not owned by you.
- II. Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- III. Link to any part of the Website other than the homepage.
- IV. Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorised framing or linking immediately to cease. We reserve the right to withdraw linking permission

without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

1.17 Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the Terms of Use of use for such websites.

1.18 Use of Stripe for Payment Processing

Shareplant utilises Stripe for payment processing. For you to use Stripe's payment processing services, you must enter into the Merchant Services Agreement (MSA) with Stripe and its sponsoring bank. By accepting this Agreement, you agree:

- (a) that you have downloaded or printed the MSA, and
- (b) that you have reviewed and agree to the MSA.

Please note that Shareplant is not a party to the MSA and that you, Stripe, and Stripe's sponsoring bank are the three parties to the MSA and that Shareplant has no obligations or liability to you under the MSA. If you have questions regarding the MSA, please contact Stripe.

1.19 Insurance

Prior to a rental taking place, liability for the loss, damage, theft, or any other liability remains with the Owner.

During a rental, liability for loss, damage, theft, or any other liability transfers to the Hirer.

These Terms of Use define the liability between Owner and Hirer.

It is the Owner's responsibility to determine if, and what type, of insurance cover is required prior to rental i.e., for normal Owner business. It is the Owner's responsibility to ensure adequate insurance cover is in place prior to the rental.

It is the Hirer's responsibility to determine if, and what type, of insurance cover is required during the rental. It is the Hirer's responsibility to ensure adequate insurance cover is in place during the rental.

The transition point between Owner liability (and therefore insurance responsibility) and Hirer liability (and therefore insurance responsibility) occurs at the point of physical handover from Owner to Hirer at the place of collection or delivery at the start of the rental.

Conversely, the transition point between Hirer liability (and therefore insurance responsibility) and Owner liability (and therefore insurance responsibility) occurs at

the point of physical handover from Hirer to Owner at the place of return at the end of the rental.

Where insurance is not already provided by the Owner or Hirer, it may be purchased from a Third-Party insurance provider, broker, or agent.

Insurance cover may include excess amounts whereby the excess amount is deducted from any insurance claim. The Owner is responsible for any excess payment or deduction from any insurance claim prior to or after the rental as defined by the transition points above. The Hirer is responsible for any excess payment or deduction from any insurance claim during the rental as defined by the transition points above. Shareplant is not liable or responsible for any Insurance policies, claims or excess amounts.

Failure to comply with these Terms of Use may result in a Hirer or Owner becoming responsible for damage and/or loss of Plant, and the agreement to pay for the repair or replacement of the Plant, even if Insurance was purchased by the Hirer. The determination of whether a Member or User has complied with these Terms of Use is at the sole discretion of Shareplant.

Owners and Hirers are also bound by all applicable terms and policies of any insurance providers involved in the transaction. Shareplant recommends that you carefully read, understand, and comply with any policy documents which may apply to a rental.

Shareplant may, from time to time, advertise or add links to the Shareplant website for 3rd Party insurance provision. This is to assist the Owner or Hirer to access insurance cover. Shareplant is not responsible or liable for the content of these adverts or links or the adequacy / quality of the insurance cover or the customer service levels of the insurance provider.

For insurance purchased from a 3rd Party Insurance Provider, including the options of Short-Term Insurance and Annual Insurance, insurance documents may be agreed to or generated which include but are not limited to the Application, Proof of Insurance, Complete Insurance Policy, and Invoice and Payment Receipt. Any questions about an insurance policy (Short Term Insurance or Annual Insurance) should be directed to the 3rd Party Insurance provider, as Shareplant is not an insurance provider, broker, or agent.

Disclaimer: Shareplant is not an insurance provider, broker, or agent. Shareplant is not licensed in any country to be an insurance provider, broker, or agent.

It is the Hirer's responsibility to check that they have adequate Insurance cover for the rentals and all other insurance requirements required for the operation of plant on the Hirer's site. This includes, but is not limited to, Employer Liability insurance, Public Liability insurance, 3rd Party Liability insurance and Contractor's All Risk insurance.

1.20 Fraudulent Act

Shareplant is not liable for a User or Member's deceptive or fraudulent acts, voluntary parting of Plant, the theft of Plant, and/or any other loss caused by Member's deceptive or fraudulent acts and a Member's use of the Website, but Shareplant will completely cooperate with any investigation and produce information about the incident and parties involved, working with law enforcement and any insurance companies involved.

1.21 Owner Plant and Rental Listing Prices

Shareplant reserves the right to change the price of an Owner's Plant listing. Shareplant may do so to maintain reasonable rental prices relative to other listing prices, with the intention to increase the likelihood that an Owner will have their Plant rented by a Hirer. If an Owner does not agree with a price change, they have the option of closing their listing at any time, refusing to accept a rental request, or contacting Shareplant to discuss the issue.

1.22 Taxes

Shareplant cannot and does not offer Tax-related advice to any Users. Please consult your tax consultant to determine tax liability for your rental activities and retain all relevant documentation. This statement is provided for information purposes only and is not intended to constitute tax advice.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), Corporation Tax, Income Tax, or any other taxes that the Owner may be required by law to collect and remit to Her Majesty's Revenue and Custom (HMRC).

You understand and agree that you are solely responsible for determining:

- (i) your applicable Tax reporting requirements, and
- (ii) the Taxes that should be included in a Listing price, and for
- (iii) taxes to be collected or obligations relating to applicable Taxes in your Listings.

You understand and acknowledge that appropriate governmental agencies, departments, or authorities (the "Tax Authority") where you are located may require Taxes to be collected from Owners and Hirers on the amount paid for the right to use Plant, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the actual Listing price (before tax) set by Owners, a set amount per day, or other variations. You are solely responsible for remitting to the relevant authority any Taxes included or received by you.

Listing prices placed on the Shareplant Website should EXCLUDE VAT if the Owner is VAT registered. VAT is automatically added to rental invoices by the Website.

1.23 Disputes (Agreement to Arbitrate)

You and Shareplant agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this Section (“Disputes”). Please read this Section carefully. It affects your rights and will impact how claims that you and we have against each other are resolved.

1.23.1 Contact Shareplant First

If a dispute arises between you and Shareplant, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Shareplant regarding Shareplant may be reported to info@Shareplant.com.

1.23.2 Applicable Law

You agree that the laws of England, without regard to principles of conflict of laws, will govern these Terms of Use and all other Terms references herewith and any claim or dispute that has arisen or may arise between you and Shareplant, except as otherwise stated in these Terms of Use.

1.23.3 Agreement to Arbitrate

You and Shareplant each agree that all disputes or claims that have arisen or may arise between you and Shareplant shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in a small claims court, if your claims qualify.

1.23.4 Prohibition of Class and Representative Actions and Non-Individualised Relief

You and Shareplant agree that each of us may bring claims against the other only on an individual basis and not as a Plaintiff or Class Member in any purported Class or Representative action or proceeding. Unless both You and Shareplant agree otherwise, the Arbitrator may not consolidate or join more than one person’s or Party’s claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the Arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour of the individual Party seeking relief and only to the extent necessary to provide relief necessitated by that Party’s individual claim (s). Any relief awarded cannot affect other Shareplant users or Members.

1.23.5 Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of these Terms of Use as a court would.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be England.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of England.

The arbitration will be conducted by the London Court of International Arbitration (LCIA) under its rules and procedures, as modified by this Agreement to Arbitrate. The LCIA rules are available at <http://lcia.org>. A form for initiating arbitration proceedings is available on the LCIA's website at <http://lcia.org>. The arbitrator shall not be bound by rulings in prior arbitrations involving different Shareplant members or users but is bound by rulings in prior arbitrations involving the same Shareplant member or user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the LCIA's rules, unless otherwise stated in this Agreement to Arbitrate. In the event the Arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Shareplant for all fees associated with the arbitration paid by Shareplant on your behalf that you otherwise would be obligated to pay under the LCIA's rules.

Except for any of the provisions in any subsection of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualised Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in subsection of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualised Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Terms of Use, including all other provisions of this section ("Disputes"), will continue to apply.

Notwithstanding any provision in the Terms of Use to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Shareplant prior to the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in these Terms of Use, any such termination shall not be effective until 30 days after the version of the Terms of Use not containing the Agreement to Arbitrate is posted to <http://www.Shareplant.com> and shall not be effective as to any claim that was filed in a legal proceeding against Shareplant prior to the effective date of termination.

1.23.6 Insolvency Proceedings

If any proceeding by or against you is commenced under any bankruptcy or insolvency law, Shareplant will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

1.23.7 No Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

1.23.8 Indemnification

You agree to defend, indemnify and hold Shareplant, our parent, our subsidiaries, Affiliates and the officers, directors, agents, joint venturers, employees and suppliers of Shareplant harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of these Terms of Use, your improper use of the Shareplant website, your improper use of the Shareplant Company, and/or your breach of any law or the rights of a third party.

1.23.9 Assumption of Rights

If Shareplant pays out a claim, reversal, or chargeback that you file against another Shareplant user or member, you agree that Shareplant assumes your rights against the recipient and third parties related to the payment and may pursue those rights directly or on your behalf, in Shareplant's discretion.

1.23.10 Release of Shareplant

If you have a dispute with one or more Shareplant members or users, you release Shareplant (and our parent, our subsidiaries, our Affiliates, and our and their respective officers, directors, agents, joint ventures, employees, and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

1.24 Geographic Restrictions

The owner of the Website is based in the United Kingdom. We provide this Website for use only by persons located in the United Kingdom. We make no claims that the Website or any of its content is accessible or appropriate outside of the United Kingdom. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

1.25 Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it. Your use of the website, its content and any services or items obtained through the website are provided on an 'as-is' and 'as-available' basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the website. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the website, its content or any services to items obtained through the website will be accurate, reliable, error free or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that the website or any services or items obtained through the website will otherwise meet your needs or expectations. The Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

1.26. Limitation on Liability

In no event will the Company, its Affiliates or their Licensors, Service Providers, Employees, Agents, Officers or Directors be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to out, any content on the website or such other websites or any services or items obtained though the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profit, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

1.27 Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorised in these Terms of Use or your use of any information obtained from the Website.

1.28 Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto in each case, including non-contractual disputes or claims, shall be governed by, and construed in accordance with the laws England without giving effect to any choice or conflict of law provision or rule whether of England or any other jurisdiction. Any legal case, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of England, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

1.29 Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Website must be commenced within three (3) months after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

1.30 Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

1.31 Entire Agreement

These Terms of Use constitute all the (together and in their entirety) agreements between you and Shareplant with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

1.32 our Comments and Concerns

This website is operated by Shareplant. All notices of copyright infringement claims should be sent to info@Shareplant.com. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@Shareplant.com.

2. OUR EXPECTATIONS OF EQUIPMENT OWNERS

2.1 Introduction

By signing up as a member and listing your Plant, you agree to these Owner Expectations as part of the Terms of Use. The following Owner Expectations govern your access to and use of Shareplant, including any content, functionality and services offered on or through the Website, whether as a guest or a registered user. Please read the following carefully before you create listings as an Owner.

2.2 Expectations

As a Plant Owner and user of Shareplant you are expected to:

- keep your Plant in well-maintained condition (keep it clean with no broken parts).
- ensure your Plant is tested and certified in accordance with legal requirements and the manufacturer's recommendations.
- ensure your Plant is fully functional, just like it was when it came out of the manufacturer's factory.
- check and inspect your Plant prior to renting to a Hirer.
- ensure the Plant you are Listing is owned by you and in your possession. If you are Listing someone else's Plant, please contact us first.
- not alter your Plant in a way that makes it unrepairable or its value un-assessable (so that it can be covered by an insurance policy).
- not alter your Plant in a way that makes it unsafe or dangerous to use, or generally a liability concern.
- Ensure that your Plant is supplied to the Hirer with all factory fitted and other security features present an in full working order and all keys are supplied to the Hirer.

2.3 Owner Fees and Payments

Shareplant operates on a monthly subscription basis. The membership subscription payment levels are listed on the Website and Shareplant can change the membership subscription fees at any time for any reason whatsoever.

Our membership subscription fee covers Shareplant's expenses, including payment transaction costs, security, customer service, system maintenance, and server fees.

Shareplant has strived to keep the maintenance subscription fee as low as possible while still maintaining a trustable community of users and an innovative transactional system.

We require that all rental transactions remain in the Shareplant system, using our payment and communications system, in order to prevent potential fraud and to provide customer service.

2.4 Operability and Safety

The Owner is responsible for maintaining their Plant in a way that is reliably and safely operable by the Hirer. The Owner should not alter the Plant in a way that may interfere with the operability of the Plant or the safe operation of the Plant. The Owner is responsible for ensuring that all testing, inspection, and certification in accordance with legal and manufacturer's requirements is valid and that all documentation, including inspection, certification, user, operating, and maintenance documents are available for use by the Hirer. Shareplant may wish to check all such documentation prior to allowing the rental transaction to proceed. The Owner hereby agrees to provide copies of all such documentation to the Hirer and / or Shareplant on request. It is the Owners responsibility to check and verify that all such documentation is accurate and genuine before sending to the Hirer and / or Shareplant.

2.5 Cleanliness

The Owner should prepare their Plant for Rental by ensuring the Plant is clean, maintained and serviced for each Rental. Shareplant may determine, at its sole discretion, whether the Owner's Plant is not maintained or cleaned well enough to list for Rental and may cancel an Owner's Listing or active Rental due to a Hirer complaint and Shareplant's own investigation. In the event that Shareplant cancels an Owner's active Rental, Shareplant reserves the right to also cancel any Rental payment made to the Owner.

2.6 Eligibility

Shareplant may suspend or revoke a specific Listing eligibility at any time for any reason, at its' sole discretion. Although it is very rare, Shareplant may revoke an Owner's eligibility to use Shareplant's services at any time for any reason, at its' sole discretion. In the event that Shareplant suspends or revokes an Owner, Shareplant reserves the right to suspend or cancel any reserved or active Rentals and cancel any Rental payments without recourse for loss of revenue or loss of profit, current or future.

2.7 Accurate Description

An Owner must provide a completely accurate description when listing their Plant. An accurate Listing description must include the actual make and model of the Plant and other descriptive information such as age, payload etc. Shareplant may determine at its' sole discretion whether the Owner's Listing is not accurate enough to list for Rental and may cancel an Owner's Listing or active Rental due to a Hirer

complaint and Shareplant's own investigation. In the event that Shareplant cancels an Owner's active Rental, Shareplant reserves the right to also cancel any Rental payment made to the Owner. An Owner must upload high quality and accurate photos of Plant they are listing.

2.8 Verifying Insurance Coverage

As an Owner, it is your responsibility to not transfer your Plant to a Hirer, unless you have verified that the Hirer has purchased and/or provided insurance coverage (whether it be Short Term Insurance, Annual Insurance, or the Hirer's own insurance policy) for the Plant. As an Owner, you must check the details of the insurance documentation to ensure it is valid for the type of Plant, its use, its value and that the insurance is valid for the duration of the Rental period.

2.9 On-Time Availability

If an Owner accepts a Rental request by a Hirer, the Owner should make the Plant available to rent on-time, based on the Rental Period that was accepted by the Owner or proposed by the Owner and accepted by the Hirer.

2.10 Valuables and Property

Owners should remove all personal property that is not included in the Rental Listing before transferring rented Plant to the Hirer. Hirers and Shareplant are not responsible for the loss any personal valuables and property (whether owned by the Owner or anyone else) left in the Plant by the Owner, either by accident or otherwise, when the Plant is handed over to the Hirer.

2.11 Communication of Damage

If, as an Owner, you notice that your Plant was damaged during a Rental, you must contact Shareplant the same day that your Plant was returned by the Hirer and report the damage.

2.12 Communication of Theft

If, as an Owner, you believe that your Plant, part of Plant or accessory was stolen during a Rental, you must contact Shareplant immediately. Shareplant is not liable for a member's deceptive or fraudulent acts, voluntary parting of Plant, and/or the theft of Plant, but we will completely cooperate with the investigation and produce information about the incident and parties involved, working with law enforcement and any insurance companies involved.

2.13 Cancellation

An Owner may remove a listing at their discretion. However, if an Owner must cancel a Rental that they accepted, they must notify the Hirer as soon as possible. Significant or multiple cancellations may affect an Owner's ability to list Plant in the future, if Shareplant believes that the cancellation(s) has a negative effect on the Hirer and the Shareplant community.

2.14 No Shows

If, as an Owner, you fail to show up for a scheduled Rental handover meeting, the Hirer may leave a negative review for the Owner. Significant or multiple no shows may affect an Owner's ability to list Plant in the future, if Shareplant believes that the no show(s) has a negative effect on the Hirer and the Shareplant community.

If you fail to show up for a scheduled Rental meeting, the Rental is deemed to be cancelled and you must refund the rental amount to the Hirer in full.

2.15 Shareplant as Agent

By listing your Plant as an Owner, you agree to appoint Shareplant as your limited agent in matters relating your Plant during the listing period.

2.16 Accurate Member Profile

A Member, whether an Owner or Hirer, must provide a completely accurate Member Profile. Shareplant may determine at its' sole discretion whether the information on the Member's Profile is not accurate and may suspend the Member until the completion of Shareplant's investigation and conversation with the Member to resolve the issue. In the event that Shareplant suspends a Member, Shareplant reserves the right to suspend or cancel any reserved or active Rentals and cancel any Rental payments.

2.17 Taxes

Shareplant cannot and does not offer Tax-related advice to any Members. Please consult your tax consultant to determine tax treatment for your rental activities and retain all relevant documentation. This statement is provided for information purposes only and is not intended to constitute tax advice.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), or any other taxes that the Owner may be required by law to collect and remit to governmental agencies, national indirect or other withholding and personal or corporate income taxes.

You as an Owner understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included in a Listing price, and for including Taxes to be collected or obligations relating to applicable Taxes in your Listings.

You understand and acknowledge that appropriate governmental agencies, departments, or authorities (the "Tax Authority") where you are located may require Taxes to be collected from Owners and Hirers on the amount paid for the right to use of Plant, and to be remitted to the respective Tax Authority.

The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the actual Listing price (before tax) set by Owners, a set amount per day, or other variations.

You are solely responsible for remitting to the relevant authority any Taxes included or received by you.

3. OUR EXPECTATIONS OF HIRERS

3.1 INTRODUCTION

By signing up as a member and renting Plant, you agree to these Hirer Expectations as part of our Terms of Use. The following Hirer Expectations govern your access to and use of Shareplant.com, including any content, functionality, and services offered on or through Shareplant.com, whether as a guest or a registered user. Please read the following carefully before you rent Plant as a Hirer.

3.2 Expectations

As a Plant Hirer and user of Shareplant you are expected to:

- ensure rented Plant is kept fully functional, just like it was when you got it from the Owner.
- ensure that the Plant you are renting is only used by you and kept in your possession. If you are renting Plant for someone else, please contact us.
- ensure rented Plant is not used in a way that makes it unrepairable or the value un-assessable (so that it can be covered by an insurance policy).
- ensure rented Plant is not used in a way that makes it dangerous to use, puts others at risk, or in a way that makes it a general liability concern.
- ensure that the Plant is kept secure when not in use, including overnight and at weekends and Public Holidays and at all times when in your possession.
- ensure that factory fitted, and other provided security features are fully always utilised when not in use and all keys are returned to the Owner.

3.3 Operability and Safety

The Hirer is responsible for using the rented Plant in the manner it was designed to be used by manufacturer. The Hirer should not use the Plant in a way that may interfere with the operability of the Plant or the safe operation of the Plant. The Hirer should not use the Plant in any way which puts anyone else at risk of injury.

The Hirer must use the Plant in accordance with the manufacturer's instructions and must not overload the Plant in any mechanical or electrical manner.

The Hirer shall carry out regular checks and inspections during the rental period in accordance with legal and the manufacturer's requirements.

3.4 Cleanliness

The Hirer should use the rented Plant in a way that maintains the cleanliness and condition of the Plant. Shareplant may determine at its' sole discretion whether the rented Plant is not maintained or cleaned well enough by the Hirer during the Rental Period and may charge a Hirer for repairs and/or cleaning due to an Owner's

complaint and Shareplant's own investigation. If Shareplant cancels a Hirer's active Rental, Shareplant reserves the right to also not refund any Rental payment made by the Hirer for the Plant.

3.5 On Time Rentals

If a Hirer requests a Listing for a Rental Period, and the Owner accepts the request, the Hirer should be available to meet the Owner on-time, based on the Rental Period that was accepted by the Owner or proposed by the Owner and accepted by the Hirer.

3.6 Valuables and Property

Hirers should remove all personal property that is not included in the Rental Listing before returning the rented Plant to the Owner. Owners and Shareplant are not responsible for the loss any personal valuables and property (whether owned by the Hirer or anyone else) left in the Plant by the Hirer, either by accident or otherwise, when the Plant is handed back to the Owner.

3.7 Eligibility

Although it is very rare, Shareplant may suspend or revoke a Hirer's eligibility to use Shareplant's services at any time for any reason, at Shareplant's sole discretion. If Shareplant suspends or revokes a Hirer, Shareplant reserves the right to suspend or cancel any reserved or active Rentals and cancel any Rental payments.

3.8 Verifying Insurance Coverage

As a Hirer, it is your responsibility to not accept the transfer of an Owner's Plant to you, unless you have verified that you have purchased and/or provided insurance coverage (whether it be Short Term Insurance, Annual Insurance, or the Hirer's own insurance policy) for the Plant.

3.9 Communication of Damage

If, as a Hirer, you notice that the rented Plant is damaged during a Rental, you must contact Shareplant immediately and report the damage.

3.10 Communication of Theft

If, as a Hirer, you believe that the Owner's Plant, part of Plant or accessory was stolen during a Rental, you must contact Shareplant immediately. Shareplant is not liable for a member's deceptive or fraudulent acts, voluntary parting of Plant, and the theft of Plant, but we will completely cooperate with the investigation and produce information about the incident and parties involved, working with law enforcement and any insurance companies involved.

3.11 Cancellation

A Hirer may cancel a Rental request at their discretion. However, if a Hirer must cancel a Rental request that they confirmed, they must notify the Owner as soon as possible. Significant or multiple cancellations may affect a Hirer's ability to rent

Plant in the future, if Shareplant believes that the cancellation(s) has a negative effect on the Owner and the Shareplant community. Cancellations made less than 24 hours before the Rental Period start date or at any time during the Rental Period may incur a 100% charge to the Hirer (no refund of the total rental charge), at the Owner's discretion.

3.12 Late Returns and No Shows

If, as a Hirer, you are late returning Plant, at an agreed date and time with the Owner or as specified on the Rental transaction, you may be subject to and agree to pay any late fees to the Owner of the Plant as determined by the Owner. The maximum late charge per day will be the amount of a one-day rental for the Rental listing. The Owner will charge these fees you. Owners may also leave a negative review for the Hirer. If, as a Hirer, you fail to show up for a scheduled Rental handover meeting, the Owner may report it to Shareplant and leave a negative review for the Hirer. Significant or multiple no shows may affect a Hirer's ability to rent Plant in the future, if Shareplant believes that the no show(s) has a negative effect on the Owner and the Shareplant community.

3.13 Accurate Member Profile

A Member, whether an Owner or Hirer, must provide a completely accurate Member Profile. Shareplant may determine at its' sole discretion whether the information on the Member's Profile is not accurate and may suspend the Member until the completion of Shareplant's investigation and conversation with the Member to resolve the issue. If Shareplant suspends a Member, Shareplant reserves the right to suspend or cancel any reserved or active Rentals and cancel any Rental payments.

4. SPECIFIC PLANT HIRE CONDITIONS

4.1 DEFINITIONS

The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors, assigns or personal representatives.

The "Hirer" is the Company, firm, person, Corporation, or public authority taking the Owner's Plant on hire and includes their successors, assigns or personal representatives.

"Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, tools, accessories, and any ancillary items, vehicles or equipment therefore, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.

A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.

A "Week" shall be 7 consecutive days, unless otherwise specified in the Contract.

The “Offer” is the Owner’s offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.

The “Contract” is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.

“the Hire Order” shall mean the electronic document issued by the Hirer to the Owner via the Shareplant platform defining the Plant to be provided together with any requirements, documents listed or referred to, and these Conditions

The “Hire Period” shall commence from the time when the Owner and Hirer meet to exchange the Plant and shall continue until the Owner and Hirer meet to return the Plant. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period.

“Holiday Period” covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays.

“Conditions” means the Terms of Use of hire set out in this document.

“Delivery Address” and “Site” means the address agreed in writing between the Owner and Hirer.

4.2 Extent of Contract

These Conditions shall form the basis of the Contract and shall constitute the entire agreement relating to the hire of the Plant and supersede all prior negotiations, documents, agreements, statements, Owner’s quotations, and understandings made between the Owner and the Hirer.

Any Owner’s or Hirer’s terms or conditions included in the Contract, or endorsed on delivery, are excluded.

No person is authorised by the Hirer to amend this Hire Order or the Contract in any respect (except authorised Site personnel in matters concerning delivery times and arrangements) other than by issue of written instructions.

No claim for payment shall be valid unless supported by an official Hire Order and/or Hire Order reference number provided by the Shareplant platform and related timed delivery note signed by the authorised signatory of the Hirer (referred to on the Shareplant Hire Order).

Plant shall only be supplied by the Owner on receipt of an authorised Shareplant Hire Order and Hire Order reference number issued by the Hirer.

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, un-enforceability or unreasonableness) be deemed to be severable and the remaining provisions of the Contract shall continue in full force and effect.

A reference to a particular law is a reference to it as 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.

Where the Plant is supplied to a Delivery Address in England or Wales, the Contract shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts. Where the Goods are supplied to a Delivery Address in Scotland, the Contract shall be governed by the laws of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish courts.

4.3 Delivery of Plant

Delivery and Acceptance of the Plant on site implies unequivocal acceptance of these Terms of Use by the Owner and Hirer.

4.4. Unloading And Loading

If the Plant is being delivered by the Owner, the Owner shall be responsible for unloading and loading the Plant at Site and any personnel supplied by the Hirer shall be deemed to be under the Owner's control and shall comply with all reasonable directions of the Owner.

If the Hirer is collecting the Plant from the Owner, the Hirer shall be responsible for loading and unloading the Plant at the Owner's premises and any personnel supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all reasonable directions of the Hirer

All deliveries to Site, and Plant loaded at Site must comply with the requirements of the Department for Transport. The Owner shall ensure that all drivers/operators delivering or picking up plant to / from Site carry all statutory documentation certifying their authority to undertake the duties necessary to fulfil the hire order requirements and that all Site notices and regulations are observed when making such deliveries.

Unless otherwise agreed through the Shareplant communications system, delivery drivers must report to the main Site office on arrival at the Site to receive instructions on the location for the safe off-loading/loading of the Plant.

Delivery drivers must be made aware by the Owner that they have full responsibility for the safety of the Plant until fully off-loaded or loaded (if the vehicle is collecting goods) and the delivery vehicle has left the Site.

4.5 Delivery in Good Order and Maintenance: Inspection Reports

The Hirer shall be responsible for its safe keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).

Plant shall be presented for inspection to the Hirer's authorised signatory (referred to on the Hire Order) on delivery to Site and before being put to work. The Plant

must also be presented for inspection before being removed from Site and the return note should be signed by the Hirer's authorised signatory.

The Owner will provide up-to-date maintenance records and planned preventative maintenance schedules, testing and thorough examination certificates as required by the Lifting Operations and Lifting Equipment Regulations, the Provision and Use of Work Equipment Regulations and as recommended in the relevant British Standards and CIRIA guidance.

The Owner is responsible for providing plant that is free from oil leakage. In the case of oil spillage, the Hirer will have the right to offset the charges for the clean-up of any spillage back to the Owner having given due notice of any such action.

4.6 Servicing and Inspection

The Hirer shall at all reasonable times allow the Owner, his agents, or his insurers to have access to the Plant to inspect, test, adjust, repair, or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day

The Owner's maintenance staff must make their presence on Site known to the Hirer's project manager or his authorised representative before carrying out servicing or maintenance work or repairs. The presence on Site by the Owner's personnel shall be subject to the Hirer's Site rules at all times.

This Hire Order is placed on condition that the Owner will comply with the requirements of Health & Safety at Work Act 1974, the relevant statutory provisions as defined in Section 53(1) of the Act and any ensuing regulations made under the Act, in particular the Provision and Use of Work Equipment Regulations 1998 and the Supply of Machinery (Safety) Regulations 2008. Amongst other things, in general these require the Owner to:

- (a) provide Plant which is of sound construction and properly maintained in an efficient state, efficient working order, and good repair.
- (b) ensure that every dangerous part of machinery is securely guarded.
- (c) where the Owner provides an operator or driver, ensure that he or she is trained and competent to operate the item of Plant on which he or she is employed.
- (d) provide the Hirer with sight of and, where appropriate, copies of any relevant certificates of test, thorough examination, inspection, maintenance records, etc.

The Owner's personnel associated with the use of hazardous substances must be provided with all necessary personal protective equipment as specified on the COSHH Assessment, and they must be instructed by the Owner on the relevant COSHH Assessment, hazards, and controls. It is the Owner's responsibility to remove and dispose from Site of all hazardous substances that fall under the Control of Substances Hazardous to Health (COSHH) Regulations. The Owner should note that records of disposal may be requested by the Hirer as evidence of compliance.

The Owner shall indemnify the Hirer against all claims, cost or expenses incurred by the Hirer due to the Owner's failure to comply with clause 4.6.

4.7 Handling of Plant

When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with the working of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 4.9) who also shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons unless due to the negligence, error, omission, or breach of the Owner. The Hirer shall not allow any other person to operate such plant without the Owner's previous consent to be confirmed in writing.

4.8 Breakdown, Repairs and Adjustment

- (a) When the Plant is hired without the Owner's driver or operator any breakdown or the unsatisfactory working of any part of the Plant shall be notified by the Hirer to the Owner.
- (b) Full allowance will be made by the Owner to the Hirer for any stoppage due to breakdown of Plant, subject to the provisions of clause 4.8 (d).
- (c) The Hirer shall not, except for punctures, repair the Plant without the written authority of the Owner. Punctures are however the responsibility of the Hirer. Allowance for the hire charges and for the reasonable cost of repairs will be made by the Owner to the Hirer where repairs have been authorised.
- (d) The Hirer shall be responsible for all reasonable expenses involved or arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection, or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at the appropriate idle time rate during the period that the Plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the Plant involved in breakdowns from all other causes and will bear the cost of providing spare parts.
- (e) The Hirer will only accept costs for damaged tyres by negotiation having regard to the wear and condition of the replaced / repaired tyres.

4.9 Responsibility for Loss or Damage

- (f) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4.4, 4.5, 4.7 and 4.8 of these Conditions.
- (g) During the continuance of the Hire Period the Hirer shall subject to the provisions referred to in clauses 4.9(f) and 4.9(h) make good to the Owner all loss or damage to the Plant whilst within the Site, fair wear and tear excepted.

- (h) The Owner shall be responsible for any damage, loss, or injury due to or occurring:
- prior to delivery of any Plant to the Site or collection by the Hirer unless the plant is in transit by transport of the Owner or as otherwise arranged by the Owner
 - during the erection and / or dismantling of any Plant unless such erection is under the exclusive control of the Hirer or his agent.
 - after the Plant has been removed from the Site and is in transit onto the Owner unless by transport of the Owner or as otherwise arranged by the Owner.
 - where Plant is travelling to or from a Site under its own power with a driver supplied by the Owner.
 - where caused by the negligence, error, omission, or breach of contract of the Owner.
- (i) No responsibility will be accepted by the Hirer for the loss of or damage to the Plant unless there is adequate provision on the Plant for securing it against theft, vandalism, or other tampering by third parties. Where Plant is lost or damaged, the decision to replace or repair the Plant belonging to the Owner rests with the Owner and the hire shall be deemed to have ceased from the time the loss or damage is notified to the Owner. Claims for loss or damage will be negotiated having regard to the age and condition of the Plant damaged or lost and advised at appropriate fair & reasonable rates.
- (j) Any damage signed for by the Hirer will be seen as an admission of liability of such damage and not an acceptance of cost for the repair of such damage.

4.10 Ground and Site Conditions

- (a) The Hirer is deemed to have knowledge of the site or the property or land where the Plant is to be delivered and the Hirer warrants that the condition of the site or place of delivery of the Plant is suitable for the use of such Plant.
- (b) If the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support, the Hirer shall supply and lay suitable timbers or equivalent support in a suitable position for the Plant to travel over, work on, be transported over, be erected or dismantled on, including for the purpose of delivery and collection.
- (c) Any timber or other material supplied by the Owner is provided solely to assist the Hirer under their duties within clause 5.10(b) and expressly not to relieve him of his legal, regulatory, or contractual obligations to ensure adequate stability of the Plant.
- (d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not

limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

4.11 Other Stoppages

No claims will be admitted (other than those allowed for under “Breakdown” (clause 4.8)), for stoppages through causes outside the Owner’s control, including but not limited to bad weather and / or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

4.12 Loss of Other Plant Due to Breakdown

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

4.13 Limitation of Liability

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

- (a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond his reasonable control.
- (b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer’s loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer’s sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
- (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner’s liability for claims of death or personal injury caused by the

Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

4.14 Notice of Accidents

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification.

In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

4.15 Re-Hiring Etc.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

4.16 Change of Site

The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

4.17 Return of Plant for Repairs

If during the Hire Period, the Owner decides that urgent repairs to the Plant are necessary he may arrange for such repairs to be carried out on Site or at any location of his nomination. In that event the Owner shall be obliged to replace the Plant with similar plant and the Owner shall pay all transport charges involved.

4.18 Basis of Charging

Where the plant is accompanied by the Owner's driver or operator, the Hirer's project manager or his authorised representative shall sign the driver or operator's timesheets. The signature of the Project Manager or his authorised representative shall bind the Hirer to accept the hours shown on the timesheets.

Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and/or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of this Agreement.

Breakdown time in respect of such periods shall be allowed for not more than 8 hours Monday to Friday less the actual hours worked.

Plant shall be hired out at "per day" or "per week" or "per hour" as stated on the Hire Order for a provisional Hire Period. The Hirer accepts no liability for Hire Periods that do not match those stated in the order and no loss of profit or consequential losses will be entertained. Conversely, additional Hire Periods will be charged at no greater rate than those contained within the Hire Order.

In the case of plant which requires to be dismantled for the purpose of transportation there shall be no hire charge for the period required for assembling on Site and dismantling upon completion of hire.

The Hirer will not accept any changes to hire rates or terms by the Owner after commencement of hire unless accepted in writing by the Hirer

4.19 Plant Hired on A Daily Basis Without Qualification as To Hours

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible when the actual hours worked will be charged pro rata of the average working day. No hire charge shall be made for Saturday and/or Sunday unless the plant is actually worked and Plant not available for use until after 10:00 is exempt from hire charges until the following working day.

4.20 Plant Hired by The Week or Month Without Qualification as To Hours

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

4.21 Commencement and Termination of Hire (Transport of Plant)

For Plant delivered by the Owner, the Hire Period shall commence from the time when the Plant is available for use on Site or when the Owner and Hirer exchange the Plant and shall continue until the end of the agreed rental period through the Shareplant booking system.

For Plant collected by the Hirer, the Hire period shall commence from the time the Hirer collects and Plant and leaves the Owner's premises (or other place of collection as agreed by the Owner and Hirer) and shall continue until the end of the agreed rental period through the Shareplant booking system.

For a full day Plant hire, the Plant must be available for use on Site or at the Owners premises or at an agreed collection location (depending on the option agreed using the Shareplant platform) from 8am unless otherwise agreed by the Hirer.

The Plant must be available for collection by the Owner from the Site or delivered to the Owner's premises or at an agreed location (depending on the option agreed using the Shareplant platform) no later than 5pm. This period must include all cleaning, checks and any other obligations on the Hirer.

If the Plant is required for longer than the previously booked rental period, further rental must be made via the Shareplant booking and communication system

Travelling time should be included in the Delivery charge in addition to transportation, fuel etc.

If the Plant is not made available for return exchange / collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.

Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause.

4.22 Hirer's Liability During the Notice of Termination of Contract

The Owner shall be given two working days to collect the Plant from the time of off hire. The two working day period shall commence on the working day following the end of the rental period. Any plant left on Site for more than this period will be at the sole risk of the Owner and the Hirer shall accept no liability for loss, theft or damage incurred. The Hirer shall cease to insure the Plant with effect from the commencement of the third working day after the end of the rental period.

If the rental includes delivery / return by the Owner, the Owner is responsible for arranging transportation, loading, and off-loading of the hired goods to and from the Site. Delivery / return charges shall only be accepted by the Hirer where these are notified to the Hirer at the time off the order and included within this Hire Order

If the rental includes collection / return by the Hirer, the Hirer is responsible for arranging transportation, loading, and off-loading of the hired goods from the Site and returning them to the Owner. All costs for collection and return of Plant by the Hirer are borne by the Hirer.

If the Owner:

- (a) breaches the terms of the Contract and has failed to remedy the breach within two days of receiving a notice from the Hirer specifying the breach relied upon and requiring the Owner to remedy the breach: or
- (b) in the opinion of the Hirer suffers an adverse or potentially adverse alteration to its financial capacity, the Hirer may terminate this Contract by notice in writing to the Owner.

In the event this Contract is terminated in accordance with the provisions of Clause 4.22(b) the Hirer:

- (c) may have removed from the Site the Owner's Plant.
- (d) is not obliged to make any further payments to the Owner; and
- (e) is indemnified by the Owner against all loss and damage occasioned by the Hirer, or its workers, employees, agents, or a sub-contractor or any of them.

The Owner's only entitlement if the hire arrangement under this Contract is terminated under Clause 4.22(b) is to be paid:

- (f) the proportion of the charges payable to the date of termination; less

(g) all reasonable direct costs incurred by the Hirer as a result of the termination.

4.23 Idle Time

Not used

4.24 Wages and Other Chargeable Items Relating to Drivers and Operators of Plant

All chargeable items shall be paid by the Hirer at the rates contracted. Any subsequent increases before and/or during the Hire Period arising from awards under any wage agreements and/or from increases in the employer's statutory contribution shall be borne by the Owner.

4.25 Travelling Time and Fares

Travelling time and fares / expenses for operators incurred at the beginning and end of the Hire Period will be borne by the Owner. No charge shall be made by the Owner for servicing or repair of maintenance plant, unless necessitated by the Hirer's negligence, misdirection, or misuse of the plant

4.26 Fuel, Oil and Grease

Fuel shall be initially supplied by the Owner by filling the tank. Any subsequent fuel shall be supplied by the Hirer during the rental period. The Hirer shall return the Plant with a full tank of fuel.

If the Plant is not returned with a full tank of fuel, the Owner shall charge the Hirer for the missing fuel. The Hirer shall reimburse the Owner for the fuel.

Fuel, oil, and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs, and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil, or grease.

4.27 Sharpening of Drills/Steels Etc.

The cost of re-sharpening or replacement of drill bits, blades and other ancillary items shall be borne by the Hirer.

Diamond wear shall be measured and agreed on collection and signed for by the Hirer's project manager or his authorised deputy.

4.28 Owner's Name Plates

The Hirer shall not remove, deface, or cover up the Owner's name plate or mark on the plant indicating that it is his property.

4.29 Transport

The Hirer shall pay the agreed transport charges stated in the Hire Order or, if agreed with the Owner, arrange transport of the plant from the Owner's depot or

equal to the Site and return the same to the named depot or equal on completion of the Hire Period.

Where an Owner's vehicle is to be used to carry waste, the Owner will produce for inspection by the Hirer's Site management his Certificate of Registration or an official copy thereof, issued in accordance with The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations.

4.30 Government Regulations

- (a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health, and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.
- (b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for because of the operation of the Plant during the Hire Period.
- (c) The Owner is required to comply with the requirements of the Health & Safety at Work Act 1974 as amended by the Consumer Protection Act 1987, the COSHH Regulations 2002, in particular the requirements that articles and substances will be safe and without risk to health at all times and that information about any conditions necessary to ensure that they will be safe and without risk to health is provided.
- (d) The Hirer's Site rules appertaining to delivery vehicles carrying out tipping and reversing manoeuvres must be complied with. The Owner's delivery drivers must acquaint themselves with these rules, which are available from the Hirer, before undertaking any such manoeuvre.
- (e) The Owner undertakes that whilst working upon any premises or Site occupied by the Hirer it shall observe all the Hirer's Site rules, health and safety regulations, and if requested to do so by the Hirer, the Owner shall attend any Site or health and safety induction course. If any of the Owners servants or agents commits any breach of the Hirer's Site rules or health and safety regulations, the Hirer shall be entitled to request the Owner to remove such servant or agent.

4.31 Fixed Price

This is a fixed price contract and is not subject to any price fluctuation in the rates of hire.

The Hirer will not accept any changes to hire rates or terms by the Owner after commencement of hire unless accepted in writing by the Hirer.

4.32 Publicity

The Owner shall not disclose or divulge any information about this Contract or about other agreements, or activities associated with this Contract unless it is necessary for the performance of this Contract or unless the Owner has prior written approval from the Hirer. The Owner shall also ensure that its employees, agents, advisers, sub-suppliers or any other person or company connected to the Contract to whom any information is disclosed shall be bound by a like confidentiality undertaking.

The Owner shall not, without the prior written approval of the Hirer take or knowingly permit to be taken by, employees, agents or third parties any photographs or video footage of the Site for use in any publicity or advertising or publish, whether alone or in conjunction with any other person, any articles, photographs, video footage or other illustrations nor shall it impart to any publication, journal or newspaper or any radio or television programme or internet Site or any other media of whatever nature any information regarding the Site.

4.33 Exchange Rate

All rates detailed herein are Pounds Sterling. Additionally, all monetary transactions relating to this order shall not be subject to exchange rate adjustments between sterling or the euro (or any other currency) unless expressly stated herein.

4.34 Personal Protection Equipment (PPE)

The Owner shall provide (at his cost) appropriate PPE to comply with the relevant British Standards to all his employees, including but not limited to Safety Helmet, High Visibility Waistcoat, Protective Footwear (Steel toe-cap boots with protective midsoles), Gloves, Light Eye Protection, Goggles.

Failure to provide the above PPE will result in the Owner's employees not being allowed to work on the Site.

The Owner shall carry out PPE assessments for specific types of activities that may require further protection than the above items can provide and shall provide any additional protective equipment required at his cost.

4.35 Payment

The Hirer and Owner agree to use the Shareplant system for all Plant bookings and transactions for Plant rentals and for extensions to rentals.

As and when monies are due to the Owner, the Owner shall present to the Hirer a valid VAT invoice for the total amount due, together with such supporting documents as the Hirer may require.

The Hirer shall pay the price of the Plant together with any applicable Value Added Tax in respect of which an invoice has been issued within the payment period stated on the invoice.

4.36 Insurance

For the duration of the Hire Period the Owner is required to maintain:

- (a) Employer's Liability Insurance with a limit of indemnity of £10,000,000 for each and every claim.
- (a) Public Liability Insurance with a limit of indemnity of £10,000,000 for each and every claim (such policy to include an 'indemnity to principals' clause which accords with market practice in the UK construction insurance industry so that the interest of the Hirer is noted under the policy such that the Hirer is notified in the event of any liability caused by the Owner and that the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against the Hirer and any failure by the Owner or Hirer to observe and fulfil the terms of the policy will not prejudice the recovery of insurance proceeds by the other insured and that the insurers agree to indemnify the Hirer in respect of all costs, losses or other sums arising out of any liability or alleged liability of the Owner in so far as any claim is also made against the Hirer);
- (b) and upon any request by the Hirer, the Owner shall supply documentary evidence to confirm that these insurance policies are in place.

4.37 Third Parties

This Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except that a person who is a successor to the Owner's rights is deemed to become party to this Contract after the date of succession or assignment (as the case may be).

4.38 Sustainable Procurement

The Hirer recognises that its operations directly impact on the natural and human environment and actively seek the co-operation of Owners in minimising adverse effects.

The Owner shall deliver the Goods to Site through the most economical and environmentally- friendly means practical (using low emission vehicles / bulk deliveries where agreed / reduced distances).

The Owner shall not unlawfully discriminate and shall procure that its employees and agents do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010 and any amendments to or re-enactments of them or any other statute.

The Hirer must supply social, environmental, and waste data relating to their operations on behalf of the Owner when a request is made (e.g., safety statistics, environmental incidents, management systems).

4.39 Bribery Act 2010 & The Modern Slavery Act 2015

The Owner warrants and undertakes that:

- (a) it is fully aware of the provisions of the Bribery Act 2010 and the Modern Slavery Act 2015 and that it has not and will not commit any act or omission which would place the Owner or the Hirer in breach of either Act, whether in connection with the Contract or otherwise; and
- (b) there is no outstanding investigation of it under any bribery legislation and in the last six years it has not been convicted of any offence under any bribery legislation or reached any settlement in relation to any alleged breach of any bribery legislation and has not self-reported any breach or suspected breach of any bribery legislation.
- (c) it will comply with the most recent guidance issued pursuant to the Bribery Act 2010; and
- (d) it will procure that each of its suppliers, agents or others performing services on its behalf complies with this clause; and
- (e) it will report to the Hirer any suspicion of any breach or alleged breach of any bribery legislation, including any of its sub-contractors or others performing services on its behalf, and co-operate with the Hirer and/or any regulator and/or prosecutor in any investigation relating to the same
- (f) In the event of any breach by the Owner of the provisions of this clause, the Hirer shall be entitled by notice to the Owner to terminate the employment of the Owner under the Contract. Such termination shall be treated as termination under clause 5.22 of this Contract.
- (g) In performing its obligations under the Contract, the Owner shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- (h) The Owner shall be liable for and will indemnify the Hirer against any expense, liability, loss, claim or proceedings whatsoever in respect of any breach by the Owner of the provisions of this clause.

4.40 Substance Abuse & Misuse

Any personnel delivering to or visiting Site shall comply with the Hirers and any client-imposed Substance Misuse/abuse Policy. The Hirer's Substance Misuse Policy sets minimum standards in respect of substance misuse rules and procedures. Appropriate information on the substance misuse policy and work rules can be provided by the Hirer on request.

The Owner shall ensure that personnel under their control submit themselves for random, post-accident/incident or "for cause" testing for alcohol and or drugs if requested by the Hirer's Site management. The Hirer reserves the right to refuse entry or remove from Site any of its visitors or suppliers who appear unfit through substance misuse.

Illegal drugs or alcohol shall not be brought within the Site boundary.

4.41 Protection of Owner's Rights

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:

- (a) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions.
- (b) The Hirer fails to observe and perform the Terms of Use of the Contract.
- (c) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him.
- (d) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or e-enactment thereof for the time being in force; or
- (e) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy.

In the event of termination under sub-paragraphs (a) to (e) above:

- (f) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant.
- (g) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 4.29.

The rights under this clause:

- (h) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
- (i) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.

If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 days' notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

4.42 Late Payments

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

4.43 Severability

If any of these clauses are held to be unlawful, void, or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

END