Terms and Conditions – Short Term Rental
APROLIS UK LIMITED AND ALL ITS SUBSIDUARIES
REG OFFICE: CITADEL HOUSE, 58 HIGH STREET, HULL, HU1 1QE REG NO 02550150
Revised November 2024

1. DEFINITIONS

(a) Aprolis UK Limited whose registered office is Citadel House, 58 High Street, Hull HU1 1QE (company number 2550150) who is letting the Plant on hire is hereinafter referred to as the "Owner' and this expression includes its successors.
(b) The "Hirer" is the Company firm or person taking the Owner's Plant on hire and this expression includes his successors or personal representatives.
(c) "Plant' shall include any machine or part thereof and any attachments or fittings or replacements or any other thing hired under this Contract.
(d) "Regulations" means any Act of Parliament, Order, regulation, bye-law or other similar instrument whether national or local, including any amendment thereto or re-enactment or replacement thereof.
(e) "Hire Rate"' shall be the rate of hire for the Plant as provided overleaf and subject to the provisions of these General Terms and Conditions of Hire.

2. ACCEPTANCE

(a) Unless otherwise agreed in writing, the Hirer's order, whether oral or in writing, for the supply of Plant shall be construed as an expressed acceptance of these General Terms and Conditions of Hire, and in so far as any provision of the Hirer's said order be inconsistent therewith, these General Terms and Conditions of Hire shall be deemed to prevail.
(b) Any variations or purported variations of these General Terms and Conditions shall be deemed to be of no effect unless otherwise agreed in writing signed by a director or principal of the Owner.
(c) Unless notification in writing to the contrary is received by the Owner from the Hirer Within three working days of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination in accordance with the terms of the Contract, and to the Hirer's satisfaction The Hirer shall be responsible for its safekeeping, 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).

3. COMMENCEMENT OF HIRE

Subject to the other provisions of this Contract, the Owner shall supply the Plant on the delivery date and at the site stated overleaf. The period of hire shall start on such delivery. Hire charges shall commence on delivery unless otherwise stated on the face of this Contract. Responsibility for loss or damage to the Plant is accepted by the Hirer from the time the Plant is delivered to the site until it is removed from the site by, or on the instructions of the Owner. This responsibility will also apply whilst the Plant is on site during any period prior to the commencement of the hire period or after its termination whilst the Plant is awaiting collection.
The Hirer undertakes that where the purpose for which the Plant shall be utilised shall be one which qualifies the Owner to obtain the appropriate Government Grant or any similar grant, the Hirer agrees that he will not take any action which may disqualify the Owner from obtaining such Grant or similar grant and will compensate the Owner to the full extent of any refund which the Owner is required to make to the Department of Trade and Industry or any other relevant authority as a result of any such disqualification.

4. MAINTENANCE AND REPAIR

Owner's Obligations

(a) The Owner shall ensure that at commencement of the hire the Plant shall be of sound construction and in good working order and properly maintained and that at that time all Regulations regarding construction, maintenance testing and inspection applicable to the Plant have been complied with.
(b) The Owner shall (save as hereinafter provided) carry out and provide all necessary repairs and replacements as quickly as reasonably possible and (so far as reasonably possible and during normal working hours) at times to suit the convenience of the Hirer.
(c) Subject to the compliance of the Hirer with these General Terms and Conditions of Hire, the Owner shall allow the Hirer to have quiet enjoyment of the Plant.

Hirer's Obligations

(a) The Hirer shall repair all punctures and replace all damaged tyres at his own expense, but save as aforesaid he shall not repair the Plant or make replacements or alterations unless authorised to do so by the Owner. Any replacements by the Hirer shall forthwith become the property of the Owner, and part of the Plant unless otherwise agreed in Writing. The maintenance of the correct tyre pressures (where applicable) and the tightening of wheel nuts must be part of the daily pre-shift checks.
(b) In the event of the contract continuing for a period of more than six months or 750hrs (whichever occurs first), the hirer will become responsible for all tyre replacements due to fair wear and tear in addition to all puncture repairs and replacements through damage.
(c) The Hirer shall forthwith notify the Owner if the Plant breaks down or fails to work properly, or if any repairs or replacements (other than to or of damaged or punctured tyres) are necessary.
(d) The Hirer shall at all reasonable times allow the Owner or its accredited representative or its insurers representatives to have access to the plant to inspect, test, adjust, repair or replace the same.
(e) The Hirer shall provide fuel, top up oils, and grease (where applicable), and shall carry out a daily check to ensure that all the correct operating levels are maintained, which will include the coolant system where a suitable mixture of anti freeze and water must be used to avoid damage through sub zero temperatures. The use of red diesel (rebated fuel) is no longer permitted except when the machinery is used for agricultural purposes
(f) Without prejudice to the generality of the foregoing the Hirer shall cause the following steps to be taken to maintain any traction battery forming part of the Plant.
(g) Keep the equipment in a clean condition and free from debris or other material likely to affect normal operation or which might be harmful or hazardous to our engineers.
(h) *The hirer is responsible for all costs associated to connecting and disconnecting a Battery Charger to/from a suitable electrical supply*
(i) Battery must be properly charged, must at no time be operated in a discharged condition and must be allowed to cool for at least half an hour before use
(j) Battery must be checked daily to ensure the correct level of distilled water is maintained.
(k) An equalising charge must be carried out every four weeks. When an equalising charge is given the charger must be switched off manually after four (4) hours as the charge termination automatic relay only operates in the 'normal" charge position on the charging apparatus. (Serious battery damage will occur if these points are not supervised.)
(l) With regard to cleaning equipment hired, the suction filters must be maintained in accordance with the manufacturer's recommendation
(m) Gas Bottle (if applicable) a Calor LPG Bottle will be supplied and must be returned with the Plant at the end of the hire. Failure to do so will result in a charge of £100 being levied for the return of a non Calor Bottle.
(n) Not alter, modify or add anything to the Goods or permit any third party to do the same without first obtaining our written consent;

5. HIRER'S LIABILITY FOR LOSS OR DAMAGE

(a) The Hirer accepts full responsibility to the Owner for loss or damage to or destruction of the Plant suffered during the period of hire from whatever cause the same may arise (fair wear and tear or Owner's negligence excepted) and is fully responsible to the Owner for the safekeeping of the Plant and its return in equal order to the Owner at the end of the hire (fair wear and tear excepted). Until all damages are agreed with the Hirer, the plant shall remain on rental and be charged at the relevant rate.
(b) The Hirer accepts all liability and responsibility in respect of, and shall fully and completely indemnify the Owner against all third party claims and losses howsoever arising in respect of damage to or loss or destruction of any property or in respect of the personal injury or death of anybody in any way caused by or relating to the Plant or its use (including but not limited to the payment of all damages costs and charges in connection therewith) except insofar as the damage, loss, destruction, injury or death directly results from the negligence of the Owner, its employees or agents.
(c) The Owner shall not be liable to the Hirer in respect of any damage to or loss or destruction of the property of the Hirer nor in respect of the personal injury or death of the Hirer or his employees or contractors or other person in any way caused by or relating to the Plant or its use except insofar as any such damage loss destruction injury or death directly results from the negligence of the Owner, its employees or agents.

6. PAYMENT

(a) Unless otherwise set out overleaf the Owner shall render invoices (to include where applicable the price of transport to and from the site and insurance and licensing effected by the Owner pursuant to Clause 9(d) hereof) at the end of each month for Plant on hire during that month, the Hirer shall pay by the end of the month following date of invoices or by bankers order as stated overleaf.
(b) Immediately upon the hiring being terminated by the Owner in accordance with sub-Clause 12(b) hereof the Hirer shall pay to the Owner (in addition to any compensation payable hereunder) all moneys then accrued due under this Contract and any moneys which the Owner may be liable to pay to any third party by reason of any seizure and removal.
(c) The Hirer shall pay the Owner forthwith for all repairs and replacements to the Plant, except for repairs and replacements arising from fair wear and tear or from notification (given under the proviso to paragraph (a) of the Owners obligations) under Clause 5 hereof.
(d) Punctual payment is of the essence and we will be entitled to charge you interest in respect of any overdue sums at the rate in force from time to time under Late Payment of Commercial Debts (Interest) Act 1998.

7. VARIATION IN HIRE RATES

(a) The Owner reserves the right to increase the Hire Rate quoted by the proportional difference between the Retail Price Index most recently published by the Office For National Statistics (or any successor, Ministries or Departments) prior to the date of this Quotation/Contract and the Retail Price Index published in the month of delivery of the equipment and thereafter at twelve monthly intervals.
(b) The Hire is based on the use of the Plant for up to 40 hours in any week. If the Plant is used for over 40 hours in any week then the Hire Rate for that week shall be increased by the following percentages:

Number of Hours used	Percentage Increase In any week
41 hours - *5*0 hours	20%
51 hours - 60 hours	30%
61 hours - 70 hours	50%
71 hours - 100 hours	75%

8. SUBLETTING

The Hirer shall not without the consent of the Owner assign, sub-let, mortgage, charge, pledge, and part with possession of or otherwise deal with the Plant.

9. HANDLING OF PLANT

(a) The Plant shall remain the property of the Owner but shall always after delivery to the site be under the direction or control of the Hirer only. The Hirer is fully responsible to the Owner for the use of the Plant only for purposes and in places for which it is suitable and for his own business and in a skilful safe and workmanlike manner and in accordance with the Regulations and not alter, modify or add anything to the Goods or permit any third party to do the same without first obtaining our written consent; If the Plant should become bogged down or should for any other reason require recovery, then the Hirer shall be responsible for all costs incurred.
(b) The Hirer shall employ a driver who has received proper training (not being less than 18 years of age) to operate the Plant in a safe and proper manner. The Hirer shall not allow any person other than the driver provided by the Hirer or the Owner to operate the Plant without the Owner's prior consent in writing.
(c) The plant must not be used to lift loads in excess of the rated capacity shown on the plant or for any purpose for which it is not designed or tested.
(d) The Hirer shall not use or cause or permit any other person to use the Plant on any public road without having first obtained the consent in writing of the Owner and where such consent is given the Hirer shall ensure that the driver holds a current British driving licence applicable to the Plant; the Owner shall, on or before giving such consent, license the Plant at the Hirer's expense and the Hirer shall, at his own expense, insure the Plant in accordance with the requirements of the Road Traffic Act.
(e) The Hirer shall notify the Owner immediately in the event of any accident loss or damage arising and in any way caused by or relating to the use of the Plant howsoever caused. Oral notification shall be confirmed in writing to the Owner as soon as reasonably possible.

10. CHANGES OF SITE

The Hirer shall not move nor permit the Plant to be moved from the site specified overleaf without the Owner's prior consent in writing. Any consent given by the Owner is without prejudice to all the other obligations of the Hirer under this contract.

11. OWNER PLATES

These may be affixed or marked on the Plant by the Owner and shall not be removed, mutilated or obliterated by the Hirer.

12 . TERMINATION OF HIRE

(a) Except in the case of a fixed term contract, the hire of the Plant may be terminated by either party giving to the other party notice for the appropriate hire period:

Hire period of up to 3 months	3 days' notice
Hire period of over 3 months up to 12 months	7 days' notice
Hire period of over 12 months	14 days' notice

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(b) Without prejudice to the other provisions of this Contract, should the Hirer
(1) Withhold payment of the hire charges for fourteen days,
or
(2) Fail to observe and perform any of the other terms and conditions of this Contract, or
(3) Do or cause to be done or permit or suffer anything whereby the Owner's rights in the Plant are prejudiced or put into jeopardy, or
(4) commit any act of bankruptcy or have a receiver appointed or make any arrangement or composition with his creditors, or being a company go into liquidation whether compulsory or voluntary (except for reconstruction or amalgamation only)
or
(5) Suffer any distress or execution upon his properly,
then and in any such case the Owner may terminate the hiring and seize and remove the Plant for which purpose it shall be lawful for the Owner (or the Owner's authorised agents) to enter into or upon any premises or site where the Plant may be for these purposes (and the Hirer consents to such entry).

(c) When the hire is terminated it shall be the responsibility of the Owner to collect the Plant from the site; but if the Plant is not collected at the termination of the hire the Hirer shall continue to accept full responsibility and liability as set out in Clause 5 of this Contract until it is so collected.

13. ALLOWANCES AND LIABILITY

(a) Without prejudice to the provisions for payment herein before set out, the Hirer shall be fully liable to the Owner for damages for any breach of this Contract.

(b) Without prejudice to any liability assumed under Clauses 2(c) and 6(c), the Owner shall not be liable to the Hirer for any consequential or indirect loss or damage (including, without limitation, loss of business, and loss of goodwill) or loss of profits arising out of any breach by the Owner of its obligations under these General Terms and Conditions or for liability and damages howsoever caused (whether in contract, tort or otherwise), provided always that nothing in this sub-clause shall protect the Owner against liability arising from fraud.

(c) The Owner shall accept liability to the Hirer for the injury to or death of person caused by the negligence or wilful misconduct of the Owner.

(d) Except for the type of liability referred to at clause 13(c), the Owner's total liability in respect of any contractual breach or representation, statement or tortious act or omission arising under or in connection with these General Terms and Conditions of Hire (a "Default") shall not exceed the total sums paid or payable by the Hirer to the Owner in respect of the Plant to which the Default relates.

(e) The Owner shall not be liable to the Hirer for any loss or damage caused by delay in delivery or non-delivery of the Plant or by delay in repairing or replacing the Plant if such delay or non-delivery is caused by an industrial dispute (including but not limited to strikes and lockouts) or by any event beyond the reasonable control of the Owner (including, without limitation, fire, flood, governmental acts or non-availability of spare parts).

(f) Hire charges shall continue during any stoppage whether or not the Plant is returned to the Hirer's Works and whether or not a replacement of the Plant is supplied for the period of the stoppage save that by agreement with the Hirer the Owner may give credit against hire charges for any stoppage due to a breakdown of the Plant caused by an inherent fault or fair wear and tear notified to the Owner by the Hirer under Clause 5 hereof.

(g) The Hirer shall be liable for hire charges at the ''Hire Rate" in respect of any period after the termination of this Agreement during which the Plant or any part thereof cannot be removed from the site to the Owner's depot owing to an industrial dispute (including but not limited to strikes or lockouts) affecting the Hirer or the site.

(h) On return to the owner, all diesel machinery will be subject to a post hire inspection to ensure that no rebated fuel is present in the tank. If any rebated fuel is found, then the cost of draining the tank, replenishing with non rebated fuel and disposal of the rebated fuel shall be borne by the hirer.

14. INSURANCE

(a) The Hirer shall at the Hirer's expense fully insure with a reputable insurance office.
(1) the Plant as described overleaf for the value shown, against loss or damage or destruction howsoever arising.
(2) in respect of all the Hirer's liability (or responsibility and indemnity) to the Owner within sub-Clause 6(b) above and
(3) subject to Clause 9(d) above, in respect of the Hirer's liability to third parties relating to the Plant or its use

(b) The Hirer shall
(1) produce the policy or policies effected hereunder for inspection by the Owner on demand and
(2) hold the proceeds of any claim under sub-Clause 14 (a) (i) above in trust for the Owner.

15. DATA PROTECTION

(a) The Owner may, in performing its obligations under this Contract, process the Hirer's Personal Data as set out in its privacy policy.

(b) To the extent that the Owner acts as a Processor on the Hirer's instructions (typically where the Hirer provides Personal Data to the Owner so that the Owner may provide the Plant accordingly) the following terms in this Clause 15 shall apply.

(c) In this Clause 15:
(1) "**Data Protection Legislation**" shall mean the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded, the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals;
(2) "**Data Subject**", "**Processor**", "**Processing**" and "**Personal Data**" have the meaning set out in the Data Protection Legislation in relation to data that are Processed under these Terms; and
(3) "**Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

(d) Where the Owner pursuant to this Agreement, processes Personal Data on behalf of the Hirer, the Owner acknowledges that the Hirer is the Data Controller and the owner of such Personal Data, and that the Owner is the Data Processor.

(e) The Processor shall comply with the requirements of the applicable Data Protection Laws.

(f) In respect of any Personal Data to be processed by the Data Processor pursuant to this Agreement for which the Hirer is Data Controller, the Data Processor shall:
(1) have in place and always maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
(2) not engage any sub-processor without the prior specific or general written authorisation of the Hirer and in the case of general written authorisation; the Data Processor shall inform the Hirer of any intended changes concerning the addition or replacement of other processors and the Hirer shall have the right to object (acting reasonably) to such changes. If the Parties cannot resolve the objection then the Data Controller shall have the right to terminate any agreement affected by the use of the sub-processor;
(3) ensure that all persons authorised to process the Personal Data are subject to obligations of confidentiality;
(4) ensure that terms similar to those in this Schedule are incorporated into each agreement with any sub-processor and that each sub-processor shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this Clause 15. The Data Processor shall always be and remain liable for the performance of the sub-processor's obligations;
(5) process that Personal Data only on behalf of the Hirer in accordance with the Hirer's documented instructions and to perform its obligations under this Contract or other documented instructions from the Hirer and for no other purpose save to the limited extent required by law;
(6) upon request, following termination or expiry of this Contract, destroy or return (as the Hirer directs) all Personal Data and delete existing copies except to the extent that the Data Processor is required to retain a copy of the Personal Data by law;
(7) make available to the Hirer all information reasonably necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Clause 15 and allow for and contribute to audits, including inspections, conducted by the Hirer or another auditor mandated by the Hirer, of the Data Processor's data processing facilities in order to ascertain compliance with Article 28 GDPR and this Clause 15. Such audits and inspections to be subject to the following conditions: (7.1) the Data Processor shall be given at least thirty days' notice prior to any audit or inspection; audits and inspections shall take place during the normal business hours of the Data Processor as set by the Data Processor; and the Hirer and/or their mandated auditor shall, prior to carrying out an audit or inspection, agree to any reasonable non-disclosure agreement required by the Data Processor; and the Hirer shall be liable for all costs in relation to such an audit or inspection.
(8) immediately inform the Hirer if, in its opinion, an instruction infringes Data Protection Laws;
(9) considering the nature of the processing and the information available to the Data Processor, provide assistance to the Hirer in connection with the fulfilment of the Hirer's obligation as Data Controller to respond to requests for the exercise of data subjects' rights, to the extent applicable;
(10) provide the Hirer with assistance upon request in ensuring the Hirer's compliance with its obligations concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities, to the extent applicable to the Hirer, considering the nature of the processing and the information available to the Data Processor;
(11) assist the Hirer (where requested by the Hirer) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data; without undue delay, notify the Hirer in writing about any Data Breach or any accidental loss, disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the Hirer; any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited); and any access request or complaint received directly from a data subject (without responding unless authorised to do so

(g) The Data Processor shall be entitled to charge the Hirer a fee for carrying out its obligations in relation to paragraphs 7 -11 referred to in Clause (f). Such fee shall cover the costs reasonably incurred by the Data Controller in complying with those obligations.

(h) The Hirer shall indemnify the Owner against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Owner for which it may become liable as a result of or in connection with any failure of the Data Controller to comply with this Clause 15 or Data Protection Laws.

(i) In respect of any Personal Data to be processed by the Data Processor pursuant to this Agreement for which the Hirer is Data Controller, the Data Processor shall not transfer the Personal Data outside the EEA or to an international organisation without: ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;

(k) The details of processing authorised by the Controller, as required by Article 28 of GDPR:
(1) the purposes for which the Personal Data shall be Processed is for the provision of the Plant as set out and agreed in the order or as otherwise instructed by the Hirer. This shall principally consist of processing the Hirer's Personal Data for processing the rental agreement and complete upon termination of the rental agreement
(2) the categories of data subjects and type of Personal Data involves; those data subjects as specified in the order and shall be processed as set out in this Clause or as otherwise communicated to the Owner by the Hirer. The Hirer shall not provide Personal Data unless it is necessary for the fulfilment of this Contract and shall anonymise or pseudonymise Personal Data wherever possible.
(3) the Processing shall continue until termination of this Contract and removal of the Personal Data pursuant to Clause (f) paragraph (7) of this Clause 15.
(4) the Data Controller hereby gives permission for the use of the following specific sub-processors by the Data Processor: Monnoyeur Group

16. TIME OR INDULGENCE

Any time or other indulgence granted by the Owner shall not affect the strict rights of the Owner under this Contract.

17. Third party rights

A person who is not a Party to the contract to which these General Terms and Conditions of Hire relate has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

18 Notices

All notices to be given under the contract to which these General Terms and Conditions of Hire relate shall be in writing and shall be delivered by hand or sent by registered post or facsimile to the party concerned at the address set overleaf or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the second working day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient's fax number PROVIDED THAT a copy of the communication is sent by registered post or delivered by hand as soon as practicable thereafter.

19. Governing law and jurisdiction

The contract to which these General Terms and Conditions of Hire relate shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts. NB Clause headings are included for ease of reference only.