

STANDARD TERMS & CONDITIONS
KJB TOOL HIRE LIMITED
SUPPLY OF HIRE EQUIPMENT
Version: May 2023

PLEASE NOTE THAT THESE TERMS ARE USED WITH TRADERS AND WITH CONSUMERS AND IN CERTAIN AREAS DIFFERENT PROVISIONS APPLY TO EACH AS FOLLOWS:

- **Part A:** General Terms applying to Traders and Consumers;
- **Part B:** Terms applying only to Consumers; and
- **Part C:** Terms applying only to Traders.

A "**Trader**" means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

A "**Consumer**" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

Before placing an order, the Hirer should read these Terms carefully as they contain important information about KJB Tool Hire Limited and the Contract.

WHERE THE HIRER IS A CONSUMER, THE HIRER'S ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING KJB TOOL HIRE LIMITED' LIABILITY TO THE HIRER SET OUT IN PART B.

Contents

1. DEFINITIONS.....	3
2. INFORMATION ABOUT KJB TOOL HIRE LIMITED AND CONTACTING KJB TOOL HIRE LIMITED.....	4
3. FORMATION OF CONTRACT AND ORDERS.....	4
4. THE EQUIPMENT.....	4
5. DELIVERY AND COLLECTION.....	6
6. CHARGES AND PAYMENT.....	7
7. ENDING THE CONTRACT.....	8
8. GOVERNING LAW AND JURISDICTION.....	9
9. HOW TO END THE CONTRACT WITH KJB TOOL HIRE LIMITED.....	9
10. VARIATION.....	10
11. HOW KJB TOOL HIRE LIMITED WILL USE A HIRER'S PERSONAL INFORMATION.....	10
12. GENERAL.....	10
14. LIABILITY.....	11
15. LATE PAYMENT.....	11
16. FORMATION OF CONTRACTS.....	11
17. THE EQUIPMENT.....	12
19. DELIVERY.....	12
20. CHARGES AND PAYMENT.....	13
21. KJB TOOL HIRE LIMITED' LIABILITY.....	13
22. INTELLECTUAL PROPERTY RIGHTS.....	15
23. CONFIDENTIALITY.....	15
24. NOTICES.....	15
25. GENERAL.....	15

PART A: GENERAL TERMS APPLYING TO TRADERS AND CONSUMERS

1. DEFINITIONS

1.1 In these Terms:

the following words and expressions shall, unless the context or circumstances require otherwise, have the meanings assigned to them below:

“Additional Charges” means charges applicable to the provision of the Equipment which are charged in addition to the Charges including those additional costs and expenses referred to in these Terms;

“Charges” means the charges set out in the Contract or if no charges are detailed in the Contract, KJB TOOL HIRE LIMITED standard charges for the relevant Equipment in force on the date KJB TOOL HIRE LIMITED issues a written acceptance of the Order to the Hirer;

“Commencement Date” means the date on which the relevant Contract is formed in accordance with clause 3.2;

“Contract” means the contract between KJB TOOL HIRE LIMITED and the Hirer formed in accordance with clause 3.2; **“Damage Waiver”** means the optional waiver of liability for payment by the Hirer for damage to Equipment as set out in clause 7;

“Deposit” has the meaning given in clause 6.3;

“Equipment” means the items of equipment to be hired by the Hirer as listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for the equipment;

“Group” means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

“Hire Period” means the period of hire of the Equipment as set out in the Contract, unless the Contract is terminated earlier in accordance with these Terms or extended by agreement between KJB TOOL HIRE LIMITED and the Hirer;

“Hirer” means the Consumer or Trader set out as such in the Contract;

“KJB TOOL HIRE LIMITED” means the relevant KJB TOOL HIRE LIMITED company set out in the Contract;

“Order” means the individual orders for the hire of Equipment placed by the Hirer from time to time in a branch, over the telephone, via our website or the KJB TOOL HIRE LIMITED app in accordance with these Terms;

“Replacement Cost” means the cost of replacing with new any item of Equipment or part of it including but not limited to the cost of the item or part of it, any unpaid Charges that would otherwise have been paid by the Hirer were it not for such replacement, and a reasonable administrative charge to be determined by KJB TOOL HIRE LIMITED covering the cost to KJB TOOL HIRE LIMITED of administering the replacement;

“Site” means any premises or location at which the Equipment is to be delivered to or collected from or is otherwise located;

“Supplier” means (where applicable) the third party from whom KJB TOOL HIRE LIMITED will hire the Equipment and then rehire such Equipment to the Hirer pursuant to these terms;

“Terms” means these terms and conditions.

1.2 references to the singular include the plural and vice versa and references to any gender include every gender;

1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 in the event that there is a conflict between Part A, Part B and Part C, Part A shall prevail and then Part B in the case of a Consumer and Part C in the case of a Trader; and

1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

2. INFORMATION ABOUT KJB TOOL HIRE LIMITED AND CONTACTING KJB TOOL HIRE LIMITED

2.1 **Who is KJB TOOL HIRE LIMITED.** The name, company registration number, registered office address and VAT number of the relevant KJB TOOL HIRE LIMITED company from which the Equipment will be hired is set out in the Contract.

2.2 **How to contact KJB TOOL HIRE LIMITED.** If the Hirer has any questions or if the Hirer has any complaints, the Hirer should contact KJB TOOL HIRE LIMITED via any of the methods available at www.KJToolhire.co.uk.

2.3 **How KJB TOOL HIRE LIMITED may contact the Hirer.** If KJB TOOL HIRE LIMITED has to contact the Hirer, KJB TOOL HIRE LIMITED will do by writing to the Hirer at the email address.

3. FORMATION OF CONTRACT AND ORDERS

3.1 **The Hirer’s Order is an offer to hire from KJB TOOL HIRE LIMITED.** Each Order placed by the Hirer will be an offer by the Hirer to hire the Equipment on these Terms. The Hirer will ensure that each Order is accurate and complete and that the Equipment is suitable for the Hirer’s requirements.

3.2 **How we, KJB TOOL HIRE LIMITED, accept the Order.** A Contract will be formed between KJB TOOL HIRE LIMITED and the Hirer for the provision of the Equipment set out in the Order, when KJB TOOL HIRE LIMITED issues a written acceptance (including by email) of the Order to the Hirer.

3.3 **KJB TOOL HIRE LIMITED may not accept your Order.** If KJB TOOL HIRE LIMITED is unable to accept an Order for any reason, KJB TOOL HIRE LIMITED will inform the Hirer of this and will not charge for the Equipment.

3.4 **When will the Contract commence.** The Contract shall commence on the Commencement Date and shall continue for the Hire Period unless terminated earlier in accordance with these Terms.

3.5 **Availability of Equipment.** If we cannot supply the Equipment at the start of the Hire Period, we may need to substitute it with an alternative of equivalent standard. You may elect to refuse a substitute we offer in which case we will refund any money you have paid in advance for the Equipment.

3.6 **Orders may be fulfilled by our suppliers.** Your Order may be fulfilled by one of our suppliers. In such cases:

3.6.1 the Equipment may not be delivered by KJB TOOL HIRE LIMITED. The Hirer shall ensure that it carries out adequate inspection of the Equipment on delivery and shall note any shortages or damages on the delivery documents; and

3.6.2 the charges for the Equipment will be payable by the Hirer to KJB TOOL HIRE LIMITED in accordance with the payment terms set out in these Terms. In addition, KJB TOOL HIRE LIMITED may invoice the Hirer for any Additional Charges which may be levied against KJB TOOL HIRE LIMITED by the Supplier in relation to the Contract or the Equipment.

3.7 **Minimum Hire Period.** A minimum hire period may apply to the Equipment. The Hirer may not terminate any Contract in respect of the hire of Equipment prior to the expiry of any minimum Hire Period. Where the Hirer purports to cancel or terminate the Contract where KJB TOOL HIRE LIMITED is not at fault prior to the expiry of any minimum Hire Period, the full charges for the Equipment shall continue to be chargeable for the remainder of the minimum Hire Period.

4. THE EQUIPMENT

4.1 **KJB TOOL HIRE LIMITED retains ownership of the Equipment.** The Hirer acknowledges that the Equipment remains at all times the property of KJB TOOL HIRE LIMITED or the Supplier (as applicable). The Hirer has no right, title or interest in the Equipment except that it is hired to the Hirer in accordance with the terms of the Contract.

4.2 The Hirer will have quiet possession of the Equipment. KJB TOOL HIRE LIMITED and the Supplier (as applicable) shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment during any Hire Period.

4.3 Hirer to notify KJB TOOL HIRE LIMITED of issues with, or caused by the Equipment. The Hirer shall immediately notify KJB TOOL HIRE LIMITED of any loss, accident, damage or defect in the Equipment or if the Hirer considers that the Equipment may cause damage to the Hirer's property.

4.4 KJB TOOL HIRE LIMITED may access a Site to inspect and repair the Equipment. The Hirer shall grant (or shall procure that KJB TOOL HIRE LIMITED, the Supplier or their authorised representatives are granted) access to the Site at all such reasonable times on reasonable notice to:

4.4.1 inspect the Equipment and ensure the Hirer's compliance with its obligations under the Contract; and/or

4.4.2 carry out any inspections or repairs of the Equipment.

4.5 The Hirer will not need to replace any fuel in the Equipment. KJB TOOL HIRE LIMITED shall pay to refuel the machinery when it is returned. The hirer will need to refuel the equipment if the hirer still wishes to use the equipment after emptying the tank.

4.6 Use and storage of the Equipment by Hirer. The Hirer:

4.6.1 shall keep the Equipment in good repair and condition, (fair wear and tear only excepted) but the Hirer shall not repair or allow any third party (other than the Supplier and only where directed by KJB TOOL HIRE LIMITED) to repair the Equipment and shall notify KJB TOOL HIRE LIMITED immediately if any repair is necessary;

4.6.2 shall where the Equipment requires fuel, oil and/or electricity, ensure that the proper type of fuel, oil and/or voltage is used;

4.6.3 shall not sell, licence or create any security interest or type of preferential arrangement on or over the Equipment;

4.6.4 shall use the Equipment in compliance with all laws and applicable regulations including any health and safety legislation which relates to the use of the Equipment and in accordance with any operating and/or safety instructions provided to or supplied to the Hirer by KJB TOOL HIRE LIMITED;

4.6.5 shall not make any alteration to the Equipment (including defacing or covering up any name plate or mark);

4.6.6 shall not without the prior written consent of KJB TOOL HIRE LIMITED, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building;

4.6.7 shall not, without the prior written consent of KJB TOOL HIRE LIMITED, part with control of the Equipment;

4.6.8 shall not do or permit to be done anything which could invalidate KJB TOOL HIRE LIMITED' or the Supplier's insurances;

4.6.9 is responsible for the security of the Equipment whilst in the Hirer's possession; and

4.6.10 will take all appropriate measures to secure the Equipment at the Site, including when not in use.

4.7 Damage to or loss of Equipment. Subject to clause 7, the Hirer shall pay KJB TOOL HIRE LIMITED:

4.7.1 all costs and expenses in respect of: (i) rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Hirer's risk; and (ii) cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for rehire. Such costs and expenses shall be confirmed to the Hirer by KJB TOOL HIRE LIMITED, subject to supporting documentation. In addition, the Hirer will continue to pay the Charges until any repairs and or cleaning have been completed; and

4.7.2 the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Hirer will continue to pay the Charges, until the Replacement Cost has been received by KJB TOOL HIRE LIMITED.

4.8 Consequences of expiry or cancellation of the Contract. On expiry or cancellation of the Contract for whatever reason all Equipment at such time in the possession of the Hirer shall immediately become due for return to KJB TOOL HIRE LIMITED or its nominated supplier..

4.9 KJB TOOL HIRE LIMITED requires access to recover or substitute the Equipment. The Hirer will grant, and will ensure that the owner of any third party premises will grant to KJB TOOL HIRE LIMITED or the Supplier, their agents, employees and sub-contractors the right at any time to enter any premises where the Equipment is or may be stored in order to recover or substitute the Equipment. The rights granted in this clause 4.9 are without prejudice to any rights and remedies of KJB TOOL HIRE LIMITED.

4.10 Substitution of the Equipment. KJB TOOL HIRE LIMITED may substitute the Equipment from time to time with an alternative piece of equipment of an equivalent standard. KJB TOOL HIRE LIMITED will give you reasonable notice if it intends to do this.

5. DELIVERY AND COLLECTION

5.1 When KJB TOOL HIRE LIMITED will provide the Equipment. During the order process KJB TOOL HIRE LIMITED will let the Hirer know when KJB TOOL HIRE LIMITED or the Supplier (as applicable) will provide the Equipment.

5.2 KJB TOOL HIRE LIMITED is not responsible for delays outside of KJB TOOL HIRE LIMITED' control. If the supply of the Equipment is delayed by an event outside KJB TOOL HIRE LIMITED' control (including but not limited to any disruption or delay to KJB TOOL HIRE LIMITED' business or supply chains arising as a result of the United Kingdom's exit from the European Union or any form of health epidemic) then KJB TOOL HIRE LIMITED will contact the Hirer as soon as possible to let the Hirer know and KJB TOOL HIRE LIMITED will take steps to minimise the effect of the delay. KJB TOOL HIRE LIMITED will not be liable for delays caused by any event outside KJB TOOL HIRE LIMITED' control, but if there is a risk of substantial delay the Hirer may contact KJB TOOL HIRE LIMITED to end the Contract and receive a refund for any Equipment paid for but not received.

5.3 If the Hirer does not allow access to provide the Equipment. If the Hirer does not allow or procure KJB TOOL HIRE LIMITED or the Supplier access to its property to provide the Equipment as arranged KJB TOOL HIRE LIMITED may charge the Hirer additional costs incurred by KJB TOOL HIRE LIMITED as a result. If, despite KJB TOOL HIRE LIMITED' or the Supplier's reasonable efforts, the Hirer is not contactable or access to the Hirer's property cannot be re-arranged within a reasonable period of time, KJB TOOL HIRE LIMITED may end the contract. It is the Hirer's responsibility to ensure that the Site has been inspected by the Hirer and that the Site is adequately prepared to allow KJB TOOL HIRE LIMITED or the Supplier to access it to effect Delivery in a safe manner without causing damage. The Hirer acknowledges that KJB TOOL HIRE LIMITED or the Supplier may effect deliveries or collections in large, heavy commercial vehicles and will hold KJB TOOL HIRE LIMITED harmless in the event of any damage caused by lack of Site preparation by the Hirer, to include poor access routes and/or ground conditions. If the Hirer has any concerns around access and safe delivery, this should be raised with KJB TOOL HIRE LIMITED staff prior to completing an Order and noted on the Order, failing which KJB TOOL HIRE LIMITED shall have no liability for damage to Site or delayed or failed delivery and the Hirer shall be liable for any related charges, including redelivery charges.

5.4 When the Hirer becomes responsible for the Equipment. Delivery will occur when the Equipment is made available to the Hirer at the delivery address (whether at KJB TOOL HIRE LIMITED' premises or at the Site). Unless otherwise agreed by the parties in writing, risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery in accordance with this clause and will return to KJB

TOOL HIRE LIMITED (or its Supplier as applicable) once loading of the Equipment onto the collection vehicle is complete. For the avoidance of doubt, where the Hirer contacts KJB TOOL HIRE LIMITED or otherwise uses the KJB TOOL HIRE LIMITED app to off-hire the Equipment, risk will always remain with the Hirer until loading onto the collection vehicle is complete.

5.5 What will happen if the Hirer does not give required information to KJB TOOL HIRE LIMITED. KJB TOOL HIRE LIMITED may need certain information from the Hirer so that KJB TOOL HIRE LIMITED can supply or arrange the supply of the Equipment, for example, delivery details. KJB TOOL HIRE LIMITED will contact the Hirer to ask for this information. If the Hirer does not give KJB TOOL HIRE LIMITED this information within a reasonable time of KJB TOOL HIRE LIMITED asking for it, or if the Hirer gives KJB TOOL HIRE LIMITED incomplete or incorrect information, KJB TOOL HIRE LIMITED may either end the Contract or make an additional charge of a reasonable sum to compensate KJB TOOL HIRE LIMITED for any extra work that is required as a result. KJB TOOL HIRE LIMITED will not be responsible for supplying the Equipment late or not supplying any part of it if this is caused by the Hirer not giving KJB TOOL HIRE LIMITED the information KJB TOOL HIRE LIMITED needs within a reasonable time of KJB TOOL HIRE LIMITED asking for it.

5.6 If the Hirer does not allow access to collect the Equipment. The Hirer shall grant or procure the grant of access to the Site to KJB TOOL HIRE LIMITED or the Supplier to allow the collection of the Equipment and make the Equipment available for collection by KJB TOOL HIRE LIMITED or the Supplier on the date and time agreed between KJB TOOL HIRE LIMITED and the Hirer. If KJB TOOL HIRE LIMITED or the Supplier is unable to collect the Equipment as arranged KJB TOOL HIRE LIMITED may charge the Hirer any additional costs incurred by KJB TOOL HIRE LIMITED as a result.

6. CHARGES AND PAYMENT

6.1 Where to find the Charges. The Charges (which includes VAT) will be the price indicated on the order pages (or otherwise notified to the Hirer) when the Hirer places the Order.

6.2 Variation of the Charges. KJB TOOL HIRE LIMITED will be entitled to vary the Charges and any Additional Charges at any time by giving written notice to the Hirer to reflect any variation in the cost of supplying the Equipment which arises as a consequence of:

6.2.1 any variation in the Hirer's requirements for the Equipment;

6.2.2 any increase in the costs payable to the Supplier;

6.2.3 any information provided by the Hirer being inaccurate or incomplete; or

6.2.4 any failure or delay by the Hirer in providing information.

6.3 A deposit or other payment information may also be required. At the time the Equipment is ordered, KJB TOOL HIRE LIMITED may also require the Hirer to pay a deposit and/or require the Hirer to provide details of a valid credit or debit card and allow KJB TOOL HIRE LIMITED to take a deposit.

6.4 Status of the Deposit. The Deposit shall be a deposit against default by the Hirer of payment of any Charges or any Additional Charges or any loss of or damage caused to the Equipment.

6.5 KJB TOOL HIRE LIMITED may off-set the Deposit against amounts owed by the Hirer to KJB TOOL HIRE LIMITED. If the Hirer fails without due cause to make any payment of the Charges or any Additional Charges or any Replacement Cost or causes any loss or damage to the Equipment (in whole or in part), KJB TOOL HIRE LIMITED shall be entitled to apply the Deposit in part or in whole against any such costs and by providing the Deposit the Hirer specifically consents to this.

6.6 Return of Deposit. Unless KJB TOOL HIRE LIMITED is entitled to make a deduction from the Deposit in accordance with clause 6.5, the full amount of the Deposit will be returned to the Hirer at the end of the Hire Period.

6.7 When the Hirer must pay and how. The Hirer must pay the Charges at the time agreed in the Contract. Unless otherwise agreed by the parties in writing or in the Contract, any invoices submitted by KJB TOOL HIRE LIMITED shall be paid by the Hirer within a period of thirty (30) days from the end of the month in which the relevant invoice is issued.

6.8 KJB TOOL HIRE LIMITED will pass on changes in the rate of VAT. If the rate of VAT changes between the Order date and the date KJB TOOL HIRE LIMITED supplies the Equipment, KJB TOOL

HIRE LIMITED will adjust the rate of VAT that the Hirer pays, unless the Hirer has already paid for the Equipment in full before the change in the rate of VAT takes effect.

6.9 KJB TOOL HIRE LIMITED can charge interest if the Hirer pays late. If the Hirer is a Consumer, the provisions of clause B 15 shall apply. If the Hirer is a Trader, the provisions of clause C 20.5 shall apply.

6.10 Other remedies of KJB TOOL HIRE LIMITED for late payment. Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be responsible for reasonable legal charges incurred by KJB TOOL HIRE LIMITED in the recovery of amounts due or the recovery of the Equipment. In addition KJB TOOL HIRE LIMITED is entitled to suspend further services to the Hirer.

7. ENDING THE CONTRACT

7.1 Automatic termination at day 88 of the Contract term. Where the hire is to a Hirer who is an “individual” (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated.

7.2 Grounds for mutual termination. Either party may, immediately on giving written notice to the other party, terminate the Contract and/or the relevant Contract without payment of compensation if the other party:

7.2.1 commits a material breach of the Contract which is incapable of remedy;

7.2.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within seven (7) days of a written notice setting out the breach and requiring it to be remedied being given by the other party; and/or

7.2.3 becomes Insolvent and each party shall notify the other party immediately upon becoming Insolvent.

7.3 Termination on Notice. Subject to clause 3.7, either party may terminate the Contract on giving the other party not less than five (5) days’ notice in writing.

7.4 KJB TOOL HIRE LIMITED’ rights to terminate. KJB TOOL HIRE LIMITED may terminate the Contract immediately on giving written notice to the Hirer if:

7.4.1 the Hirer does not, within a reasonable time of us asking for it, provide KJB TOOL HIRE LIMITED with information that is necessary for KJB TOOL HIRE LIMITED to provide the Equipment;

7.4.2 the Hirer does not, within a reasonable time, allow KJB TOOL HIRE LIMITED or its Supplier to deliver or collect the Equipment to the Hirer or the Hirer does not collect them from KJB TOOL HIRE LIMITED;

7.4.3 the Equipment is lost, stolen, seized, confiscated or in KJB TOOL HIRE LIMITED’ reasonable opinion or the opinion of its insurer(s), damaged beyond repair;

7.4.4 the Hirer fails to pay any of KJB TOOL HIRE LIMITED’ invoices within thirty (30) days from the due date for payment;

7.4.5 the Supplier terminates its agreement with KJB TOOL HIRE LIMITED;

7.4.6 (in relation to Traders only) the Hirer (or its associated persons, agents or subcontractors) is shown not to be running its business in accordance with applicable law and regulations and with high levels of governance and ethical standards or cannot evidence such standards by way of appropriate policies and controls (or otherwise) to KJB TOOL HIRE LIMITED’s reasonable satisfaction, including but not limited to compliance with the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 (anti-facilitation of tax evasion) and the General Data Protection Regulation; or

7.4.7 the Hirer otherwise breaks these Terms.

7.5 The Hirer's right to the Equipment ends when the Contract ends. Without prejudice to the remainder of these Terms, on the termination or expiry of the Contract KJB TOOL HIRE LIMITED' consent to the Hirer's possession of the Equipment shall terminate and KJB TOOL HIRE LIMITED or the Supplier may take possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.

7.6 Accrued rights and remedies will not be prejudiced by termination or expiry. The termination of the Contract (or any part of it) shall be without prejudice to the rights and remedies of either party which may have accrued up to the date on which the Contract expires or is cancelled for whatever reason.

7.7 Consequences of termination or expiry. Upon the termination or expiry of the Contract, howsoever caused, without prejudice to any other rights or remedies of KJB TOOL HIRE LIMITED:

7.7.1 KJB TOOL HIRE LIMITED shall be entitled to invoice all Charges and Additional Charges incurred which have not yet been invoiced;

7.7.2 the Hirer shall pay on demand all Charges and Additional Charges which are due but are unpaid at the date of demand, together with any interest accrued; and

7.7.3 the Hirer shall pay on demand all costs and expenses incurred by KJB TOOL HIRE LIMITED in recovering the Equipment and/or in collecting any sum due under the Contract (including any storage, transport, insurance, repair, legal and remarketing costs).

7.8 Definition of Insolvent. "Insolvent" means where a person ceases to trade, is unable to pay its debts as they fall due or where a person becomes, or is likely to become, insolvent or bankrupt including where a person has a receiver, administrative receiver, administrator or provisional liquidator appointed; is subject to a notice of intention to appoint an administrator; passes a resolution for its winding-up has a winding up order made by a court in respect of it; enters into any composition or arrangement with creditors (save in respect of a solvent restructuring) or has any steps or actions taken in connection with any of these procedures in any jurisdiction.

8. GOVERNING LAW AND JURISDICTION

8.1 Which laws apply. Subject to clause 8.2, these Terms and any and all Contracts and any non-contractual obligations arising out of or in connection with them will be governed by English law.

8.2 Where you may bring legal proceedings. KJB TOOL HIRE LIMITED and the Hirer both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and any and all Contracts (including in relation to any non-contractual obligations), except if the Hirer is a resident of or has its registered office in Scotland, either party may bring proceedings in Scotland in accordance with Scottish law.

8.2.1 the Hirer is a resident of or has its registered office in Scotland, in which case either party may bring proceedings in Scotland in accordance with Scottish law; or

8.2.2 the Hirer is a resident of or has its registered office in Northern Ireland, in which case either party may bring proceedings in Northern Ireland in accordance with Northern Irish law.

9. HOW TO END THE CONTRACT WITH KJB TOOL HIRE LIMITED

9.1 Telling KJB TOOL HIRE LIMITED. To exercise the right to terminate, the Hirer must inform KJB TOOL HIRE LIMITED by a clear statement (e.g. a letter sent by post or e-mail), using the information above under "How to contact KJB TOOL HIRE LIMITED" in clause 2.2 or by using the off-hire functionality provided on our website or the KJB TOOL HIRE LIMITED app.

9.2 What KJB TOOL HIRE LIMITED charges for collection. If the Hirer is responsible for the costs of return and KJB TOOL HIRE LIMITED or the Supplier is collecting the Equipment from the Hirer, KJB TOOL HIRE LIMITED will charge the Hirer the direct cost to KJB TOOL HIRE LIMITED of collection.

10. VARIATION

10.1 **Which version of our Terms apply to your order.** KJB TOOL HIRE LIMITED amends these Terms from time to time. Every time a Hirer orders Equipment from us, the terms in force at the time of the Order and available at KJB Tool Hire Limited.com will apply to the Contract between the Hirer and KJB TOOL HIRE LIMITED.

10.2 **Amending the Terms applicable to your Order.** KJB TOOL HIRE LIMITED may revise these Terms as they apply to an Order from time to time to reflect the following circumstances:

10.2.1 changes in relevant laws and regulatory requirement; and

10.2.2 changes to KJB TOOL HIRE LIMITED' processes and procedures.

If KJB TOOL HIRE LIMITED have to revise these Terms as they apply to an Order, KJB TOOL HIRE LIMITED will contact the Hirer to give the Hirer reasonable advance notice of the changes and let the Hirer know how to cancel the Contract if the Hirer is not happy with the changes. The Hirer may cancel either in respect of all the affected Equipment or only for any Equipment the Hirer has yet to receive. If the Hirer opts to cancel, the Hirer will have to return (at KJB TOOL HIRE LIMITED' cost) any relevant Equipment already received and KJB TOOL HIRE LIMITED will arrange a full refund of the price paid by the Hirer.

11. HOW KJB TOOL HIRE LIMITED WILL USE A HIRER'S PERSONAL INFORMATION

KJB TOOL HIRE LIMITED is the data controller of any personal information a Hirer provides to us. KJB TOOL HIRE LIMITED will collect and process such information in order to process and fulfil an Order. Where your Order is fulfilled by one of our suppliers, your data will be provided to the supplier for such purpose.

If the Hirer is providing personal data of another individual to KJB TOOL HIRE LIMITED, the Hirer must tell that individual that the Hirer is providing their information to KJB TOOL HIRE LIMITED and show them a copy of this notice.

12. GENERAL

12.1 **Even if KJB TOOL HIRE LIMITED delays in enforcing a Contract, KJB TOOL HIRE LIMITED can still enforce it later.** If KJB TOOL HIRE LIMITED fails to insist that the Hirer performs any of its obligations under a Contract or if KJB TOOL HIRE LIMITED does not enforce its rights against the Hirer, or if KJB TOOL HIRE LIMITED delays doing so, that will not mean that KJB TOOL HIRE LIMITED has agreed not to enforce its rights against the Hirer and will not mean that the Hirer does not have to comply with those obligations. If KJB TOOL HIRE LIMITED does waive a default by the Hirer, KJB TOOL HIRE LIMITED will only do so in writing, and that will not mean that KJB TOOL HIRE LIMITED will automatically waive any later default by the Hirer.

12.2 **If a court finds part of the Terms illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any term is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.3 **Nobody else has any rights under a Contract.** The Contract is between the Hirer and KJB TOOL HIRE LIMITED. No other person shall have any rights to enforce any of its terms.

12.4 **Transfer of rights to someone else.** The Contract is personal to the Hirer and the Hirer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of KJB TOOL HIRE LIMITED. KJB TOOL HIRE LIMITED may assign or transfer any or all of its rights and obligations under the Contract to any member of its Group and shall give written notice to the Hirer on or after such event.

PART B: TERMS APPLYING ONLY TO CONSUMERS

14. LIABILITY

14.1 **KJB TOOL HIRE LIMITED is responsible to the Hirer for foreseeable loss and damage caused by KJB TOOL HIRE LIMITED.** If KJB TOOL HIRE LIMITED fails to comply with the Contract, KJB TOOL HIRE LIMITED is responsible for loss or damage the Hirer suffers that is a foreseeable result of KJB TOOL HIRE LIMITED breaking the Contract or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Hirer and KJB TOOL HIRE LIMITED knew it might happen, for example, if you specifically drew it to our attention during the sales process.

14.2 **KJB TOOL HIRE LIMITED does not exclude or limit in any way KJB TOOL HIRE LIMITED' liability where it would be unlawful to do so.** This includes liability for:

14.2.1 death or personal injury caused by KJB TOOL HIRE LIMITED' negligence or the negligence of KJB TOOL HIRE LIMITED' employees, agents or subcontractors;

14.2.2 for fraud or fraudulent misrepresentation;

14.2.3 for breach of the Hirer's legal rights in relation to the Equipment including the right to receive the Equipment; and

14.2.4 for any matter for which KJB TOOL HIRE LIMITED is not permitted by law to exclude or limit, or to attempt to exclude or limit, liability

14.3 **KJB TOOL HIRE LIMITED is not liable for business losses.** KJB TOOL HIRE LIMITED only supplies the Equipment for domestic and private use. If the Hirer uses the Equipment for any commercial, business or re-sale purpose KJB TOOL HIRE LIMITED will have no liability to the Hirer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 **KJB TOOL HIRE LIMITED' aggregate liability.** Subject to clause 14.2, KJB TOOL HIRE LIMITED' liability for loss, destruction or damage to goods or property is limited to a total of £1 million whether due to our breach of contract, negligence or otherwise. If you think that there is a possibility that goods or property could be damaged which have a higher value, then you must notify us in writing before the Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available and this will involve an increase in the Charges.

14.5 **AS A CONSUMER, THE HIRER HAS LEGAL RIGHTS AND REMEDIES IN RELATION TO THE PROVISION OF THE EQUIPMENT. ADVICE ABOUT THE HIRER'S LEGAL RIGHTS AND REMEDIES IS AVAILABLE FROM THE CITIZENS' ADVICE BUREAU. NOTHING IN THESE TERMS WILL AFFECT THE HIRER'S LEGAL RIGHTS AND REMEDIES.**

15. LATE PAYMENT

15.1 If the Hirer does not make any payment to KJB TOOL HIRE LIMITED by the due date, KJB TOOL HIRE LIMITED may charge interest to the Hirer on the overdue amount at the rate of 4% per annum above the base lending rate from time to time of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Hirer must pay KJB TOOL HIRE LIMITED interest together with any overdue amount.

PART C: TERMS APPLYING ONLY TO TRADERS

16. FORMATION OF CONTRACTS

No Hirer Terms will apply to any Contracts. Each Contract will be subject to these Terms to the exclusion of all other terms and conditions, including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

17. THE EQUIPMENT

17.1 **Liability for damage to Hirer's property.** KJB TOOL HIRE LIMITED shall have no liability to the Hirer for damage to the Hirer's property if the Hirer fails to comply with clause 4.3.

17.2 **Consequences of parting with control of the Equipment.** If the Hirer without the prior written consent of KJB TOOL HIRE LIMITED parts with control of the Equipment, the Hirer shall, immediately upon KJB TOOL HIRE LIMITED' request procure the return of the Equipment to the Hirer. If the Equipment is not returned to the Hirer within 5 days of KJB TOOL HIRE LIMITED' request, the Equipment shall be deemed to be lost and the Hirer shall be responsible for the replacement of the Equipment and the Charges and any Additional Charges will continue to apply until settlement is made to the satisfaction of KJB TOOL HIRE LIMITED.

17.3 **Equipment will comply with the Contract.** KJB TOOL HIRE LIMITED shall:

17.3.1 during each Hire Period, ensure that the Equipment shall be of satisfactory quality, comply with any description provided by the Hirer and shall be fit for its intended purpose; and 2

17.3.2 on the Commencement Date, ensure that the Equipment shall comply with all applicable laws and statutory regulations and any reasonable instructions and guidelines issued by the Hirer at the time of hire, including health, safety and security standards.

17.4 **What to do if the Equipment fails to comply with the Contract.** If, at any time during the Hire Period, the Hirer becomes aware of a breach of clause 17.3 the Hirer shall give written notice of the breach to KJB TOOL HIRE LIMITED as soon as reasonably possible once the Hirer has become aware of the breach.

17.5 **Remedies if the Equipment fails to comply with the Contract.** Following receipt of written notice under clause 17.4 KJB TOOL HIRE LIMITED or (in relation to clauses 17.5.1 and 17.5.2 only) the Supplier will:

17.5.1 repair the Equipment;

17.5.2 replace the Equipment with equipment of an equivalent or similar specification; or

17.5.3 reduce the Charges of the relevant Equipment by a sum which is fair in the circumstance.

These are the Hirer's only remedy for a breach of clause 17.3.

17.6 **Circumstances where KJB TOOL HIRE LIMITED will not be liable.** KJB TOOL HIRE LIMITED shall not be responsible to the Hirer for any breach of clause 17.3 and shall not be required to repair or replace the Equipment in accordance with clause 17.5 if:

17.6.1 the breach arose directly as a result of any act or omission of the Hirer; and/or

17.6.2 the breach was caused by or contributed to as a result of the misuse, neglect, alteration, mishandling or unauthorised manipulation of the Equipment.

In such circumstances, and without prejudice to its other rights including those in clause 4.7, KJB TOOL HIRE LIMITED shall be entitled to charge the Hirer for attending Site to repair or replace Equipment.

19. DELIVERY

19.1 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Site where the Equipment is to be delivered. Acceptance of delivery of the Equipment by such representative shall constitute conclusive evidence that the Hirer has accepted such delivery.

19.2 Time of delivery of the Equipment and/or performance of the Contract will not be of the essence.

19.3 If the Equipment is unavailable for inspection or collection by KJB TOOL HIRE LIMITED or the Supplier within 5 days of the scheduled date for inspection or collection (as agreed between KJB TOOL

HIRE LIMITED and the Hirer), the Equipment shall be deemed to be lost and the Hirer shall be responsible for the replacement of the Equipment as set out in clause 4.7 and the Charges and any Additional Charges will continue to apply until settlement is made to the satisfaction of KJB TOOL HIRE LIMITED.

19.4 If KJB TOOL HIRE LIMITED or the Supplier delivers a quantity of the Equipment less than the quantity specified in the Order, the Hirer shall agree the shortages with KJB TOOL HIRE LIMITED and note the same on the delivery document. The Hirer may elect to:

19.4.1 refuse to take delivery of or reject the Equipment and the Hirer shall have liability for the cost of delivery only; or

19.4.2 take delivery of and keep the lesser quantity of Equipment or any part thereof and pay for them at the rate specified in the Order subject to a pro-rata reduction in the relevant Charges.

19.5 If KJB TOOL HIRE LIMITED or the Supplier delivers a quantity of Equipment greater than the quantity specified in the Order, the Hirer may elect to:

19.5.1 accept and pay for all the Equipment delivered at the Charges; or

19.5.2 accept and pay for the quantity specified in the Order and reject the excess.

20. CHARGES AND PAYMENT

20.1 **Withholding tax.** If the Hirer is required in accordance with the relevant tax laws to make any withholding in respect of taxes from payments made or due to KJB TOOL HIRE LIMITED, it shall provide KJB TOOL HIRE LIMITED with a certificate evidencing that withholding has been made and properly accounted for to the relevant tax authorities and shall provide KJB TOOL HIRE LIMITED with such assistance as may reasonably be required to enable KJB TOOL HIRE LIMITED to reclaim such taxes.

20.2 **Hirer's with Credit Accounts.** If KJB TOOL HIRE LIMITED has granted a credit account to the Hirer:

20.2.1 then payment of any Charges or any other sums due under the Contract, including VAT, shall be made in full cleared funds by the end of the month following the date of the invoice; and

20.2.2 KJB TOOL HIRE LIMITED may set a reasonable credit limit.

20.3 **KJB TOOL HIRE LIMITED may terminate if the credit limit is exceeded.** KJB TOOL HIRE LIMITED reserves the right to terminate or suspend the Contract if allowing it to continue would result in the Hirer exceeding its credit limit or the Hirer has already exceeded its credit limit.

20.4 **Invoice queries.** The Hirer should notify KJB TOOL HIRE LIMITED in writing of any queries concerning invoices within 14 days of the invoice date. KJB TOOL HIRE LIMITED will not grant an extension to credit account payment terms for unresolved invoice queries that have been notified after such date.

20.5 **Late payment.** If the Hirer does not make any payment to KJB TOOL HIRE LIMITED in full by the due date, without prejudice to any other rights of KJB TOOL HIRE LIMITED, KJB TOOL HIRE LIMITED may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend further Services to you or any of your associated companies.

21. KJB TOOL HIRE LIMITED' LIABILITY

21.1 **Non-excludable liability.** Neither party excludes or limits its liability, if any, to the other party for:

21.1.1 death or personal injury resulting from its negligence or by the negligence of a person for whom it is vicariously liable;

21.1.2 any breach of its obligations implied by section 2 of the Supply of Goods and Services Act 1982;

21.1.3 for its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

21.1.4 any matter which it would be illegal for it to exclude or to attempt to exclude its liability.

21.2 Tangible property liability. Subject to clauses 21.1 and 21.4, KJB TOOL HIRE LIMITED' maximum aggregate liability to the Hirer for loss of or damage to tangible property caused by its negligence or act or omission shall be limited to one million pounds (£1,000,000).

21.3 KJB TOOL HIRE LIMITED' aggregate liability. Subject to clause 21.1 and 21.4, KJB TOOL HIRE LIMITED' maximum aggregate liability to the Hirer arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of KJB TOOL HIRE LIMITED' obligations under the Contract but excluding any liability which falls within clause 21.2, shall be limited in respect of each Contract, to the Charges and other sums paid or payable in respect of that Contract as specified in the Order.

21.4 Excluded types of liability. Subject to clause 21.1, neither party shall have any liability to the other party for any:

21.4.1 loss of profit (direct or indirect);

21.4.2 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

21.4.3 loss of goodwill, loss of reputation, loss of opportunity and/or loss of operation (in each case whether direct or indirect);

21.4.4 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

21.4.5 liability of the other party to third parties (whether direct or indirect); or

21.4.6 indirect, consequential or special loss,

arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of that party's obligations under the Contract and/or any defect in or breakdown of the Equipment or the Equipment's unsuitability for the Hirer's intended purpose.

21.5 The Effect of clause 21.4 on the Hirer's liability. Clause 21.4 shall not limit or exclude KJB TOOL HIRE LIMITED' ability to claim against the Hirer in respect of:

21.5.1 any loss of or damage to Equipment subject to any Damage Waiver applying;

21.5.2 the ability to recover the Charges applicable for any remaining Hire Period on early termination of any Contract as set out in these Terms; and/or

21.5.3 costs and expenses in respect of recovery of the Equipment as set out in these Terms.

21.6 KJB TOOL HIRE LIMITED' entire liability. The Contract set out the full extent of KJB TOOL HIRE LIMITED' obligations and liabilities in respect of the Equipment including the hire of Equipment to the Hirer. There are no conditions, warranties or other terms, express or implied, including as to quality,

fitness for a particular purpose or any other kind whatsoever, that are binding on the Hirer except as specifically stated in the Contract. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

22. INTELLECTUAL PROPERTY RIGHTS

No right of licence is granted to the Hirer in respect of any intellectual and industrial property rights whether registered or unregistered (including know how and rights to prevent passing off) in the United Kingdom and all other countries in the world and together with all applications, renewals and extensions of the same of KJB TOOL HIRE LIMITED, except the right to use the Equipment in the Hirer's ordinary course of business for the purpose for which they were supplied.

23. CONFIDENTIALITY

23.1 Use of Confidential Information. Each party will keep secret and confidential all confidential information concerning the business, affairs, customers, clients or suppliers of the other party which is disclosed or obtained in connection with the Contract and/or any Contract and shall not use nor disclose the same save for the purposes of the Contract or with the prior written consent of the relevant party. Where disclosure is made to any employee, consultant, sub-contractor or agent, who needs to know the confidential information for the purposes of the Contract and/or any Contract it shall be done subject to the obligations set out in the Contract and each party shall procure that any such employee, consultant, sub-contractor or agent complies with such obligations.

23.2 Exceptions to obligations of confidentiality. The obligations of confidentiality in this clause shall not extend to any matter which:

23.2.1 is in or enters the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or

23.2.2 is independently disclosed by a third party entitled to disclose the same; or

23.2.3 is required to be disclosed under any applicable law, or by order of a court, governmental body or authority of competent jurisdiction.

24. NOTICES

24.1 Method and Address for notices. Any notices sent under the Contract must be in writing, delivered by hand or sent by pre-paid first class post or recorded delivery to the parties at their registered addresses. Any notice or communication given in accordance with clause 24.1 shall be deemed to have been served:

24.1.1 if delivered by hand, at the time of delivery; or

24.1.2 if sent by pre-paid first class post or recorded delivery at 9.00 a.m. on the second Business Day after the date of posting.

24.2 Clause not applicable where the Civil Procedure Rules apply. This clause 24 shall not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

25. GENERAL

25.1 Entire Agreement. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

25.1.1 neither party has entered into the Contract in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in the Contract; and

25.1.2 nothing in this clause 25.1 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

25.2 No Partnership. Nothing in the Contract and no action taken by the parties in connection with it or them shall create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

25.3 Independent Contractor. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.