

VSL – HIRE - TERMS & CONDITIONS

These are the Terms, which together with the Order comprise the Contract between You and Us. You should read them carefully. The Contract will commence on the day that it is signed by both parties.

In this Contract We refer to:

“We, Us, Our / Ours” means VSL Vanguard Services LTD, company registered/ trading in England. With the Registration number 11406605 whose trading address is VSL House, Bawtry Road, Blyth, Worksop, Nottingham, S81 8HJ

“Agreement” means the agreement between the Lessee and the Lessor for the provision of Equipment, comprising these Conditions together with the quotation.

“Conditions” means these Conditions of Hire relating to the hiring from the Lessor by the Lessee of the Equipment, and ‘Condition’ shall be construed accordingly.

The **“Lessor”** is VSL Vanguard Services Limited, VSL House, Bawtry Road, Blyth, Worksop, S81 8HJ, and its successors whomsoever.

The **“Lessee”** is the company, firm or persons specified in the quotation and include its or their successors or personal representatives.

“Quotation” means the quotation (as amended in accordance with these Conditions) which forms part of this Agreement and any attachments to it agreed by the parties.

The **“Site”** shall be the precise location for the Equipment as specified in the quotation.

The **“Equipment”** means the buildings (including but not limited to portable and mobile buildings, toilets, and erectable structures) identified in the quotation and provided to the Lessee, together with any and all ancillary equipment supplied in relation thereto, which are and will remain at all times the property of the Lessor.

“Price” means the amount set out in Your Quote which You must pay Us for Your Solar Solution and for performing Our obligations under the Contract.

“Applicable Law(s)” means all applicable data protection, privacy, and electronic marketing legislation, including (as applicable) the GDPR, UK’s Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003, as well as any equivalent laws anywhere in the world, to the extent any such laws apply to Personal Data to be processed hereunder by Client.

“Convention” means the Convention for the Protection of Individuals regarding Automatic Processing of Personal Data.

“GDPR” means UK General Data Protection Regulation 2016/679 and any subsequent amendments, replacements, or supplements.

“Personal Data” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person, which is processed by Client on behalf of Company pursuant to or in connection with the Client Services.

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“Client Services” means any services provided by Client to Company, including any storage, software, or platform services, pursuant to an agreement, purchase order, license, or subscription.

“You, your” means the person(s) whose details are set out in the Order.

Extent of Agreement

1. No conditions or warranties other than herein specifically set forth shall be implied or deemed to be incorporated in or to form part of the Agreement and the Lessee admits that no representations have been made to him by or on behalf of the Lessor which have induced him to enter into the Agreement.

Consents, Licences or Permission

2. The Lessee shall comply with all Acts of Parliament, Orders in Council, Statutory Instruments, restrictions, stipulations, and conditions affecting the use of the Equipment, the Site and the erection of the Equipment on the Site. Where Equipment needs the approval of the Local or any other Authority before, they can be erected, the obtaining of any authorisation is the responsibility of the Lessee, and orders will be accepted by the Lessor on the implied understanding that there are no restrictions on the use of the Equipment on the Site in question.

Availability and Delivery

3. This Agreement is subject to the availability of the Equipment.
4. The Lessor shall use reasonable endeavours to deliver the Equipment by the first date of the period of hire stated in the quotation, but failure to do so shall not be a basis for cancellation of order. All claims for shortages, loss, or damage, must be made within three days from date of delivery, otherwise same cannot be accepted.

Access

5. A suitable access route to the Site is to be provided by the Lessee with unrestricted entry and approach. Where the ground is soft or otherwise unsuitable the Lessee shall supply and lay an appropriate temporary roadway in a suitable position for loading and unloading and for the Equipment to rest on. The driver of the vehicle delivering the Equipment may refuse to drive onto ground which the driver considers is unsuitable so as to put the driver's vehicle and/or the Equipment at risk.

Loading and Unloading

6. The Lessee shall be responsible for the positioning of the Equipment at the Site, and for its dismantling and reloading, and any driver or workman supplied by the Lessor shall be deemed to be under the control and supervision of the Lessee. The Lessee shall supply and bear the cost of any crange equipment or special equipment required for the siting of the Equipment.

Connection and Disconnection of Main Services

7. Connection of main services on Site is the responsibility of the Lessee. The Lessee shall be responsible for disconnection of all services connected to the Equipment at the time when the period of hire is determined for whatsoever cause and shall remain liable for rentals for the Equipment for so long as such services are connected to the Equipment. At such determination of the period of hire for whatsoever cause the Lessor may arrange for disconnection of such services and the cost incurred by the Lessor in respect thereof shall be a debt from the Lessee to the Lessor payable immediately on demand by the Lessor.

Maintenance Care and Alterations

8. The Lessee shall be responsible for:-
 - a. maintaining the Equipment in the same condition it is in when delivered to the Site



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- b. using the Equipment in a reasonable manner; and
 - c. returning the Equipment on termination of the Agreement in a good condition (fair wear and tear excepted).
9. The Lessee is responsible for all loss of or damage to the Equipment from whatever cause when the same arises during the period of hire. If the Agreement is terminated the Lessee continues to be responsible for all loss of or damage to the Equipment until the Equipment is returned to the possession of the Lessor. Any loss or damage will be payable by the Lessee on demand by the Lessor. No alteration or modification shall be carried out on the Equipment, and the Equipment shall not at any time be moved from the agreed position within the Site without prior written consent of the Lessor.

Right of Lessor to Inspect

10. The Lessee shall at all times allow the Lessor or its agents or servants to have reasonable access to the Equipment to inspect, test, adjust, repair, replace or remove same.

Repairs

11. The Lessee shall not repair or attempt to repair the Equipment unless previously authorised in writing by the Lessor and shall inform the Lessor of any loss or damage or need of repair to the Equipment immediately the same occurs and the Lessor undertakes to deal with repairs as soon as is reasonably practicable. The Lessor may suspend the further use thereof by the Lessee until such repairs are carried out and where necessary, the Lessor may remove the Equipment from the Site for the purpose of repairs. The Lessee shall pay to the Lessor on demand, all costs and charges incurred by the Lessor in respect of all such repairs, including, without limitation, all costs of removing/returning the Equipment from/to the Site.
12. The Lessor shall supply to the Lessee a key for each item of Equipment (requiring keys), which shall be returned to the Lessor when the relevant Equipment is returned or otherwise made available for collection, failing which the Lessee shall pay to the Lessor on demand, the sum of £25 for each of the keys which are not so returned.
13. For the avoidance of doubt, during any period of hire (as defined in accordance with Condition 11), the Lessee shall require to continue to pay all rental charges for the Equipment during any period when the Equipment is being repaired (except and to the extent only that such Equipment requires to be repaired as a direct result of the default of the Lessor, and during such period of repair, the Equipment is rendered unusable to the Lessee).

Period of Hire

14. Notwithstanding termination of the Agreement pursuant to Condition 12, the period of hire commences on the day the Equipment arrives at the Site and, subject as after mentioned, concludes on the first date following the date the Agreement is terminated in accordance with Condition 12 on which the Lessor is not prevented from collecting the relevant Equipment from the Site for reasons out with the Lessor's direct control, and the Lessee shall require to comply with all Conditions surviving such termination (either by express reference thereto or in accordance with Condition 26) until the period of hire concludes. Both commencement and conclusion days are included in the period of hire. No credit is allowed on the hire of Equipment for any holiday periods, which occur during the period of hire.

Termination

15. This Agreement (unless otherwise specified) shall be terminable by the Lessee giving to the Lessor written notice to take effect no earlier than the end of the period of hire specified in the Quotation. The relevant notice period and costs shall be:
- a. Within 7 days of delivery date, 50% of total cost
 - b. Within 48 hours of delivery, 100% of total cost
 - c. Aborted delivery/collection, 100% of delivery/collection charge



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16. The Lessor shall be entitled to terminate this Agreement on seven (7) days written notice provided that such notice shall not expire before the end of the minimum period of hire specified in the Quotation. Such termination by the Lessor shall be without prejudice to the Lessor's rights under this Agreement.
17. For the avoidance of doubt, the expiry of any fixed period of hire specified in the Quotation will not of itself terminate this Agreement where timeous notice has not been given in accordance with Conditions 13 or 14. Instead, this Agreement will continue on its existing terms and conditions until either expiry of the relevant period of notice given by the Lessor or Lessee in accordance with Conditions 13 or 14 or until otherwise terminated in accordance with this Condition.
18. The Lessor may terminate the Agreement forthwith:
 - a. in the event of the failure of the Lessee to comply with any of the conditions of this Agreement including, without limitation, any rent being unpaid within fourteen (14) days of becoming due.
 - b. the commission by the Lessee of any act of bankruptcy or the levy against the Lessee of any distress or execution.
 - c. the Lessee entering into composition with its creditors or (in the case of a limited company) going into receivership, administration or liquidation (other than for the purposes of amalgamation or reconstruction); or
19. if, by any action or omission of the part of the Lessee, the Lessor's interest in the Equipment shall be put in jeopardy or prejudiced in any way.
20. If this Agreement is terminated by the Lessor pursuant to Condition 12(iii) then, without prejudice to its other rights and remedies, the Lessor shall be entitled to recover all rentals due to it under the terms of this Agreement which would have been payable had the Lessor not so terminated this Agreement (including, without limitation, rent for any minimum notice period which would have been applicable if the Lessee had terminated the Agreement voluntarily) and in addition any sums recoverable under any other clause of these Conditions.

Loss of Damage and Delay

21. The Lessor accepts no liability or responsibility for any loss or damage due to or arising from the Equipment becoming unusable or uninhabitable through any cause whatsoever or through on or late delivery arising from accident or breakdown during loading, unloading or transport of the Equipment or its contents save for death or personal injury. Delay shall not be a basis for cancellation of order. The Lessor shall have no liability for any consequential or economic loss whether arising through breach of contract, negligence or on any other common law or statutory basis.
22. Where Equipment is erected by the Lessee or on the Lessee's behalf, no claims for loss or damage can be entertained by the Lessor should there be any collapse or failure as a result of the Equipment not being erected in a proper manner.
23. The Lessee shall provide suitable foundations for the Equipment, and the Lessor shall not be liable for any loss or damage due to the collapse or failure of the Equipment due to unsuitable foundations.
24. The Lessor reserves the right to charge the Lessee for all cost the Lessor has incurred due to the delay or cancellation of a delivery, installation, dismantling or collection caused by inclement weather, or any other reason whatsoever which is outside the direct control of the Lessor.
25. In the event of total loss or destruction of any of the Equipment, the Lessee shall continue to pay the hire charges in respect of the said Equipment for the period until the Lessee has paid to the Lessor the full replacement value thereof, (being no less than the Insurance Value specified in the Quotation) and this Condition 13(v) shall survive termination of the Agreement.

Insurance and Indemnity



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26. The Lessee shall insure and keep the Equipment and its accessories comprehensively insured to the full replacement value thereof (being no less than the Insurance Value specified in the Quotation), during the period of this agreement against all the normal risks including loss or damage by fire, flood, accident or any other cause and to ensure that the Lessor's interest in the Equipment is noted on the insurance policy. The Lessee hereby irrevocably appoints the Lessor to be the Lessee's sole agents and the only persons to receive all monies payable under such insurance and to negotiate, agree or compromise with the insurers as to the amount so payable. Any insurance money payable shall be applied as follows:
- if the Equipment is damaged and in the opinion of the insurers it can be economically repaired, in making good the damage.
 - in any other case, at the option of the Lessor, either in replacement by other similar Equipment to which this Agreement shall then apply or in compensating the Lessor for all loss suffered as a result of the loss or damage, any surplus being paid to, and any deficiency being made up by the Lessee.
27. The Lessee shall indemnify the Lessor in respect of any claims made against the Lessor and all damages, costs and expenses suffered or incurred by the Lessor as a result of any claim by a third party in respect of the state, condition or use of the Equipment or in any way arising out of its leasing under this Agreement.
28. It is the Lessee's responsibility to insure its own contents. No liability will be accepted by the Lessor for any consequential loss or damage to the Lessee's contents due to any failure in the Equipment supplied under this Agreement.

Rental and Payment Terms

29. In consideration for the hire of Equipment, the Lessee shall pay the Lessor all hire delivery and collection charges specified in the Quotation, in accordance with this Agreement. Parts of a week will be charged pro rata. The Lessor shall be entitled to invoice the Lessee (a) in respect of all rental charges for the period of hire, on a monthly basis, and (b) in respect of any and all other charges, within the month during which the Lessor provides the service (or otherwise incurs the costs) to which the relevant charge relates. Unless otherwise specified in the Quotation, payment shall be made in full and without deduction to the Lessor no later than 28 days from the date of each invoice, which payment shall include all value added tax, which shall be payable at the then applicable rate. The Lessor reserves the right to amend hire rates and other charges at any time after the minimum hire period specified in the Quotation has expired.
30. Should payments not be made in accordance with this Agreement, the interest shall be chargeable at 4% per annum over the prevailing base rate of the Bank of England. The Lessee will also pay all charges and costs the Lessor incurs in the recovery of the outstanding sums due and Equipment.
31. Without prejudice to Condition 13(v), the Lessee shall be responsible for rental of the Equipment and all other applicable charges for the period of hire as described in Condition 11 notwithstanding that the Equipment is returned, damaged or otherwise rendered unusable (except to the extent that such Equipment is returned, damaged or otherwise rendered unusable due solely to the default of the Lessor, and the Lessor has failed to return, repair or replace the Equipment within a reasonable period).

Transport

32. In the event of termination of the Agreement, or in the event that the Equipment (or any part thereof) is returned to the Lessor for whatsoever reason the Lessee shall forthwith pay to the Lessor the Collection Charge detailed in the Quotation, or, if no such charge is stated, such charges as the Lessor shall actually incur in hiring cranes or transport and any other equipment for the purpose of dismantling and collecting the Equipment.

Title and Risk



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33. Title in the Equipment shall at all times remain in the Lessor. Risk in the Equipment shall pass to the Lessee on the arrival at the Site of the Equipment and shall remain with the Lessee until such time as the Equipment is returned to the Lessor in accordance with this Agreement.

Rights of Third Parties

34. Unless expressly stated to the contrary, the parties intend that no provision of this Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on nor be enforceable by any person who is not a party to this Agreement.
35. This Agreement may be rescinded, amended or varied by the parties without notice to, or the consent of any third party even if, as a result, that third party's right to enforce the terms of this Agreement may be varied or extinguished.

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36. The Lessee shall keep the Equipment in the sole possession of the Lessee at the Site, and not sell, assign, mortgage or let the Equipment or any part thereof.

Identification Marks

37. The Lessor retains the right to affix its mark or plate on the Equipment identifying it as the Lessor's own property and the Lessee shall not remove, deface or cover up the same.

Errors and Omissions

38. Whilst every endeavour is made to include all contingencies the Lessor cannot be held responsible for errors and omissions arising from circumstances beyond its control.

Environment

39. A charge per single unit or module of Equipment will be levied on the Lessee by the Lessor for a basic clean when the unit(s) are returned to the Lessor. The Lessor reserves the right to charge the Lessee all the costs incurred for employing a specialist contractor to remove and dispose of any unidentifiable/hazardous waste, returned in the Equipment.

Waiver

40. None of these Conditions shall be considered to be waived by the Lessor unless the waiver is given in writing by a director of the Lessor to the Lessee. No failure on the part of the Lessor to enforce any of these Conditions shall constitute a waiver of such terms.

Invalidity and Severability

41. If any provision of this Agreement shall be found by any court or body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Lessor and the Lessee hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

Applicable Law

42. This Agreement shall be governed by and interpreted according to English Law.



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Survival of Conditions

43. Upon termination of the Agreement for any reason, any Condition which expressly or by implication should survive termination in order to give effect to its intention shall survive termination of the Agreement.

Using Your Personal Information

44. Our Data Protection Agreement [DPA - September 2021] forms part of these Terms and conditions. Client should complete with their details and return to us.
45. We will use the personal information You provide to Us in accordance with the Data Protection Act 2018, General Data Protection Regulations and more specifically to:
- a. Supply the Goods and Services to You
 - b. Process any payments that You make for the Goods and Services, including if necessary, conducting credit reference check.
 - c. Register Your installation with any relevant bodies, including Your deposit protection and insurance backed guarantee and any competent person's scheme.
 - d. Address any concerns or complaints that You have about the Goods and Services, including liaison with HIES and QA Scheme Support Services Limited or The Dispute Resolution Ombudsman where the law requires Us to share.
46. On the Order, we have asked You to indicate whether You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes and You may notify Us of any changes to those wishes (See Contact Us).

Contact Us

47. If for any reason after reading this you don't understand your rights and obligations under the contract, you should contact our office by calling the number on our purchase contract.

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