

BOELS ACCOUNT APPLICATION FORM

only forms filled in completely will be processed (fields marked with * are mandatory)

Company details

Company name *			
Trade name (if different) *			
Business address *			
Postcode *		City *	
Invoice address (if different)			
Postcode		City	
Registered office address (if different)			
Postcode		City	
E-mail address for invoicing *			
Company telephone number *			
Mobile telephone number			
Fax number			
Company description	Company registration number		
E-mail *			
VAT number *	Expected monthly hire spend		
Applicant's name *	Forename	Surname	Mr / Ms /Mrs
Accounts contact name *	Forename	Surname	Mr / Ms /Mrs
Accounts contact telephone number *			
Accounts contact E-mail *			

Please enclose a copy of your company letter head (marked as void)

References - please provide names of two principal suppliers

1.	Company	2.	Company
	Address		Address
	Postcode and city		Postcode and city
	Telephone		Telephone
	E-mail		E-mail

Damage Waiver & Theft and Fire Waiver *

We do not have hired in plant insurance and therefore require the Damage Waiver & Theft and Fire Waiver

We do have hired in plant insurance and therefore do not require the Damage Waiver & Theft and Fire Waiver. A current copy of the insurance certificate is enclosed.

Without enclosed current certificate, the Damage Waiver & Theft and Fire Waiver will be applied.

Signature *

I declare that I have completed the form truthfully and am authorised to do so. I agree to the General Terms and Conditions of Rental and Delivery that apply at Boels Rental (enclosed). You can also read these on www.boels.co.uk. Any other terms and conditions are explicitly excluded. A standard damage waiver scheme to prevent any unforeseen costs being payable by the client and fire and theft cover apply to all rented items that qualify (this does not apply to rental companies). You will find the current terms and conditions on the back of your rental agreement(s) and at www.boels.com. The current scheme is enclosed with this form for your information. As you are applying for a credit account we reserve the right to carry out credit checks as necessary via an authorised agency. This can apply equally to the company and its principals. By signing this form you give us your consent to the above.

Name

Signature

Date

Boels Rental Ltd.

Conditions of Hire & Sale

1. **General Provision**
 - 1.1 In these Hire and Sale Lease Terms and Conditions, the capitalized terms listed below and their conjugated forms have the following meaning, if and insofar as these Terms and Conditions do not explicitly provide otherwise:
 - "Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of the " Hire Goods and/or the sale of Products;
 - "Customer" means the person, firm, company or other organization hiring Hire Goods
 - "Hire Goods" means any machine, article, tool and/or device, together with any accessories specified in a Contract which are hired to the Customer;
 - "Hire period", means the period commencing when the Customer holds the Hire Goods on hire (including Saturday, Sunday and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier;
 - "Deposit", means any advance payment required by the Supplier in relation to the Hire Goods which is to be held by the Supplier as security;
 - "Force Majeur" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
 - "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
 - "Products" means the products sold to the Customer by the Supplier;
 - "Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
 - "Supplier" means Boels Rental Ltd, a private limited company incorporated and registered in England and Wales with its registered office at Unit A8 Riverview, Embankment Business Park, Heaton Mersey, Stockport, SK4 3GN and with registered company number 03542206 and with VAT number: GB 639055624
 - "Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods;
2. **Basis of contract**
 - 2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.
 - 2.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
 - 2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law or the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.
3. **Payment**
 - 3.1 The Amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.
 - 3.2 The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.
 - 3.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount standing.
 - 3.4 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.
 - 3.5 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
 - 3.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.
 4. **Risk ownership and insurance**
 - 4.1 Risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
 - 4.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier with off hire documentation being issued to / obtained by the Customer from the Supplier and retained as evidence of termination of hire. This shall apply even if the Supplier has agreed to cease charging the Rental.
 - 4.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Products remains with the Supplier until all monies payable to the Supplier by the Customer for the Products have been paid in full.
 - 4.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing or and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.
 - 4.5 Pursuant to clause 8. the Supplier may offer the Customer the option to enter into a damage waiver and/or theft/fire waiver agreement under which the Customer's Liability to the Supplier for certain damage caused to or loss of the Hire Goods will be foregone and waived by the Supplier. The waiver of such rights by the Supplier shall be in exchange for an additional fee or fees as specified in the damage waiver and/or theft/fire waiver agreement. As an alternative, the Supplier may require that the Customer, at its own expense, insures the Hire Goods with a reputable insurer on an all risk basis with no unusual excess and no exclusions for its full replacement value and against third party liability in an amount satisfactory to the Supplier. If this is required, the following provisions of this clause 4.5 shall apply to this agreement.
 - 4.5.1 The Supplier's interest should be noted on any policy of insurance as the owner of the Hire Goods and loss payee of any insurance proceeds and the Customer should be able to produce evidence of such insurance to the Supplier on request. If the Customer does not insure the Hire Goods or does not provide evidence on request then the Supplier shall have the right but not the obligation to insure it at the Customer's expense or to apply a damage waiver and/or theft/fire waiver agreement and to increase the amount payable under this Contract accordingly, after giving the Customer any notice required by law.
 - 4.5.2 If the Customer makes an insurance claim in relation to the Hire Goods then the Customer shall notify the Supplier immediately.
 - 4.5.3 The Customer shall hold any insurance monies which the Customer receives in respect of the Hire Goods on trust for the Supplier which shall be paid to the Supplier on demand. The Supplier may apply any insurance monies (at its option) towards the cost of repair and reinstatement of the Hire Goods or towards payment of any sum or sums due to the Supplier under this Contract.
 - 4.5.4 Where the Customer has insured the Hire Goods, the Customer shall use its best endeavours to ensure the prompt transfer of any insurance proceeds relating to the Hire Goods to the Supplier.
 - 4.5.5 The Customer shall not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.
 - 4.5.6 The Customer shall also comply with all reasonable requests and directions of the Supplier in respect of such policy of insurance and any insurance proceeds received by the Customer under such policy.
 5. **Delivery, collection and services**
 - 5.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Hire Goods to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.
 - 5.2 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instruction, guidance and/or advice except to the extent that the persons performing the Services are negligent.
 - 5.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
 - 5.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.
 6. **Care of Hire Goods**
 - 6.1 The Customer shall:
 - 6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instruction provided or supplied to the Customer;
 - 6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
 - 6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
 - 6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
 - 6.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
 - 6.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
 - 6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;
 - 6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
 - 6.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
 - 6.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
 - 6.1.11 ensure that any employees, agents or contractors that operate the Hire goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.
 - 6.1.12 the Hire Goods must be returned by the Customer in complete condition with all associated components and be in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licenses, registration and other documents relating to the Hire Goods.

7.	Breakdown	9.4	If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier with off hire documentation being issued to/obtained by the Customer from the Supplier and retained as evidence of termination of hire.	11.6	The Supplier shall have no Liability for additional damage, loss, liability, claims costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
7.1	Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.	10.	Default	11.7	The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall not be held responsible for such costs and/or expenses or any costs and/or expense arising out of any actions taken by the Customer.
7.2	The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.	10.1	If the Customer:	11.8	*The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
7.3	The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.	10.1.1	fails to make any payment to the Supplier when due without just cause;	11.9	The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):
7.4	The Customer must not repair or attempt to repair the Hire Goods unless authorized to do so in writing by the Supplier.	10.1.2	breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;	11.9.1	*consequential losses (including loss of profits and/or damage to goodwill);
8.	Damage waiver	10.1.3	persistently breaches the terms of the Contract;	11.9.2	economic and/or other similar losses;
8.1	The Supplier may offer the Customer, at the time the Contract is made, the option of a damage waiver in relation to certain liabilities which the Customer might have to the Supplier in respect of damage caused to or the loss of the Hire Goods. Although the Customer will be given the opportunity to review and consider the terms of the damage waiver and/or theft/fire waiver before signing, the Customer should note that the damage waiver and/or theft/fire waiver will only cover damage caused to and the loss of the Hire Goods in certain circumstances, and will not, in any event, cover any other damage caused by the Customer's use of the Hire Goods including in particular, but not limited to, injury, harm or damage to any third party or their property. If the Customer wishes to enter into the damage waiver, the Customer will be charged an additional amount as specified in the damage waiver conditions on the back of the Contract. The damage waiver conditions are also available on www.boels.co.uk .	10.1.4	provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;	11.9.3	special damages and indirect losses; and/or
8.2	No compensation will be claimed by the Supplier from the Customer in the event of damage to the Hire Goods caused during the Hire Period, as a result of fair wear and tear.	10.1.5	pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;	11.9.4	business interruption, loss of business, contract and/or opportunity.
8.3	Where the Hire Goods are returned, unclean and/or in an incomplete state (including component shortages) except due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the Supplier for the cost of any shortages and/or the cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental charges in accordance with the provisions of clause 8.5 until such component shortages and/or cleaning have been addressed and completed.	10.1.6	carrying a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;	11.10	*The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 2 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £ 1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
8.4	The Customer will pay to the Supplier the replacement cost of any Hire Goods which are lost, stolen and/or damaged by fire during the Hire Period unless subject to the terms of the damage waiver agreement, the Customer is a business customer who has opted to take out a theft and fire waiver in the Contract; or	10.1.7	appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or	11.11.1	Liability for breach of Contract;
8.4.1	the Customer has, pursuant to clause 4.5, taken out an insurance policy against damage caused to or loss of the Hire Goods, in which case the Customer will pay to the Supplier the replacement cost of the Hire goods which are lost, stolen and/or damaged by fire during the Hire Period less the amount paid to the Supplier under the policy of insurance taken out.	10.1.8	appears reasonable to Supplier to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.	11.11.2	*Liability in tort/delict (including negligence); and
8.4.2	Subject to clause 8.4;	10.2	If any of the events set out in clause 10.1 above occurs in relation to the Customer then:	11.11.3	*Liability for breach of statutory and/or common law duty; except clause 11.10 above which shall apply once only in respect of all the said types of Liability.
8.5.1	The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged by fire.	10.2.1	except where the Customer is acting as a consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods and/or Products owned by the Supplier may be and repossess any Hire Goods and/or Products;	11.12	Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
8.5.2	from that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period and	10.2.2	the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer; and/or	12.	General
8.5.3	the Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.4 above.	10.2.3	the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or	12.1	Upon termination of the Contract the provisions of this clause and clauses 3.2, 3.4, 3.5, 6, 8 and 11 shall continue in full force and effect.
9.	Termination by notice	10.2.4	*all monies owed by the Customer to the Supplier shall immediately become due and payable.	12.2	Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
9.1	If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.	10.3	Any repossession of the Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods and/or Products.	12.3	The Customer shall be liable for acts and/or omissions of its employees, agents, servants, and/or subcontractors as though they were its own acts and/or omissions under this Contract.
9.2	If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice whereupon an official off hire reference number will be issued to/obtained by the Customer from the Supplier.	10.4	Upon termination of the Contract the Customer shall immediately:	12.4	*The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of Contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
9.3	If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.	10.4.1	return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier; and	12.5	* No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of his Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
		10.4.2	pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract.	12.6	The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
		11.	Limitations of liability	12.7	All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation of this Contract.
		11.1	*The Hire Goods are selected by the Customer. The Supplier does not let or supply the Hire Goods with any representation concerning the condition, performance or qualities of the Hire Goods or subject to any term, condition or warranty expressed or to be implied by statute, description, common-law or otherwise and all such representations, conditions, warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, transportation or use of the Hire Goods or to the suitability of fitness of the Hire Goods for a particular use or any purpose are excluded to the full extent permitted by law.		
		11.2	All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.		
		11.3	*If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.		
		11.4	Any defective Hire Goods must be returned to the Supplier for inspection if requested by the supplier before the Supplier will have any liability for defective Hire Goods.		
		11.5	*The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services have not been paid in		

Conditions of Damage waiver and Theft/fire waiver for damage to or loss of hired property (“Rental Protection Plan”)

The General Conditions of Boels Rental Ltd. are applicable to the rental agreement specified on the front of this document. These General Conditions are handed over to the customer before or at the same time that the hire contract is signed. The General Conditions can also be consulted at www.boels.co.uk. An additional copy will be sent upon request.

In line with the General Rental Terms and Conditions, the renting party is liable for all damage to/by/in connection with the hired item(s).

The customer may, by means of a percentage surcharge added to the hire rate, partially limit their contractual liability for sudden and unforeseen damage to, or theft of, hired items through one or both of the schemes (waivers) below. Any other (co-)liable parties and/or third parties, including insurers, cannot derive any rights from these waivers. The waivers contain a limitation of the (right to) recourse from/by the lender. If agreed, in the event of inconsistency, the waivers' provisions will prevail over the provisions of the general terms and conditions of hire, which also remain in force additionally.

Any additional exceptions or instructions for prevention which are indicated on the front of the hire contract are a supplement to and are part of the exclusions for the Damage waiver and Theft/fire waiver.

The following is understood as the limited recourse or right to recourse: limitation of recourse to the excess previously specified per item.

Replacement cost is the actual cost to replace an item at its pre-loss condition

Where the text reads 'lender', the following is understood: Boels Rental Ltd. and/or affiliated companies.

In the event of damage or theft, the customer must refer to the waiver(s) in writing and substantiate its/their applicability in writing using valid and convincing evidence.

GENERAL CONDITIONS FOR A. DAMAGE WAIVER AND B. THEFT/FIRE WAIVER.

I. Who does the Damage waiver scheme apply to?

To the party hiring items from the lender. The Theft/fire waiver is not available for consumers/cash customers.

II. What is the waivers duration?

It applies during the agreed hire period, in line with the lender's general terms and conditions. Except if other conditions or exceptions apply, limitation of recourse is only applied if a. a valid hire contract is drawn up, and signed by the customer before the hire period commences, and b. the customer has demonstrably complied with all duties arising from the hire contract and from the lender's general terms and conditions.

III. For which damage is recourse limited?

Recourse for damage concerns material damage to or the replacement value of rental items, including the related expenses for: (emergency) repairs, expert assessment, storage, transport, assessment of the damages, repatriation, damage prevention and legal & non-legal expenses, loss of profits (loss of rent), etc., as long as these costs are based on written instructions from the lender. Recourse for expenses to assess the damage are only limited if the damage assessment is performed by the lender's Technical Department.

IV. Where does the waiver apply?

These schemes apply to incidents of damage occurring within the United Kingdom only.

V. How is the damage assessed?

The damage will be assessed by the lender's technical department. Should the customer fail within seven working days of receipt of the damage statement provided by the lender or, should this be lacking, within seven working days of receipt of the (damage) invoice, to lodge a notice of objection, then the customer will be deemed to have agreed to the damage assessment performed by the lender's technical department. If the customer wishes to have a re-assessment by the same expert or an assessment by another assessor acting on his/her behalf and for his/her own expenses, within five working days after the discovery of the incident of damage the customer must have another assessment carried out by the same expert or appoint another assessor and inform the lender. If the customer does not inform the lender, the lender may assume that a new assessment by the same assessor or by another assessor appointed by the customer will not take place.

VI. Which obligations apply in the event of damage?

As soon as the customer finds out about an incident of damage or should have reasonably known about it, the customer is obliged to:

- immediately inform the lender of the event;
- render every assistance in the settlement of the claim, and more particularly to follow the lender's instructions, submit/hand over the requested information and documents, (including a fully completed and signed damage form with a description of the circumstances) and to refrain from acts that could harm the lender's interests;
- if the lender's technical department is unable to repair the item then the repair estimate must be approved in writing by the lender beforehand;
- if the object is stolen or involved in any other crime resulting in damage, the customer must immediately file a police report and submit a copy of the police report to the lender.

The lender will not limit recourse if one or more of these conditions are not, or are incompletely met.

VII. General exclusions for both waivers

Recourse from/by the lender is not limited if the damage and/

or theft occurred due to, was caused by, aggravated by or appeared during:

- armed conflict, civil war, uprising, civil disturbance, terrorism, strikes, riots or mutiny, earthquake, floods, volcanic eruption or nuclear reactions, regardless of how these occurred;
 - an intentional act or recklessness on the part of the customer and/or his/her staff and/or assistants;
 - insufficient care and/or negligent use, acts or omissions by the customer and/or his/her staff and/or assistants;
- Moreover, recourse by the lender is not limited:
- if the customer has sub-let the hired items to third parties (not being employees of the customer) or otherwise allowed third parties to use them without obtaining prior written permission from the lender;
 - in the event that a specific exclusion mentioned in the contract applies;
 - if preventative measures and other instructions printed on the hire contract or in the product instructions have not demonstrably been followed by the customer;
 - if the customer uses the hired items, has used them, has had others use them or allowed others to use them for purposes other than those the hired items are intended for;
 - if in respect of an incident of damage the customer may derive rights from any insurance policy or other arrangement or could have derived rights from it if the Damage waiver and/or Theft/fire waiver had not existed.

VIII. Negligent use, acts or omissions

Negligent use, acts or omissions include but are not limited to the following: use by non-certified or (legally) unqualified/unauthorised persons, not refilling on time or using the wrong oil, lubricants, fuel, anti-freeze, incorrect or non-existent use of props, over-stressing or overloading, transport of trailers and/or other equipment which can be joined to a motor vehicle by a driver who does not have the correct driving licence category for the vehicle combination, performance of repairs, turning off (safety) notifications and/or other systems or sub-systems, tilting due to an excessive inclination, handling contrary to the lender's and/or manufacturer's instructions and/or instructions printed on the hire contract, incorrect or unsuitable transport, vertical transport, causing "overhead" damages (e.g. by collision with bridges, viaducts) during transport and/or road use, not taking adequate measures to prevent leaving behind residual concrete, mortar, paint or spray, not taking adequate measures to prevent damage in the event of forecast storm, hail, frost or (other) extreme weather conditions, not or not demonstrably following the specific written use and/or preventative instructions set forth in or by virtue of the contract or the accompanying risk sheet, acting contrary to a legal obligation or (local) by-law.

IX. Ownership of rental items

All hired items remain the property of the lender, regardless of any application of the Damage waiver or the Theft/fire waiver. Invoicing and/or payment for damage or excess expressly does not include any transfer of ownership. Payment must be made in full, but this payment does not lead to ownership of the hired items.

X. Aspects included in the waivers

The lender may make the entering into the Damage waiver and/or the Theft/fire waiver a condition for entering into a hire contract. The lender may, at any time, and without stating any reasons, refuse to include the Damage waiver and/or the Theft/fire waiver.

XI. Fees

The waivers will never give rise to the making of any payment or provide any compensation or refund to the customer.

SPECIFIC CONDITIONS FOR A. THE DAMAGE WAIVER SCHEME

A.1. What is the scope of the Damage waiver?

Pursuant to the Damage waiver scheme, the lender limits recourse (under the conditions referred to earlier and hereafter) for material damage to the hired items from the customer.

A.2. Which items does the Damage waiver apply to?

For items stated in contracts where surcharge for 'Total Damage waiver (A)' is indicated after the summary of items and the following is indicated afterwards on the same line in the 'number' column: "1.00" and where a percentage is also indicated afterwards and on the same line as the item in question in the column "%DW(A) + %TF(B)".

A.3. What are the specific exclusions?

The lender does not limit its recourse where:

- the damage is caused by or results from fire, theft or partial theft, a break-in, loss, misappropriation, disappearance, quarantine or government seizure;
- the event is damage to tyres;
- with regard to cleaning costs and/or damage due to dirtiness;
- if a general exclusion applies (see VII and VIII).

A.4. Excess for Damage waiver scheme

An excess applies per event and per item in respect of the Damage waiver scheme. The hire contract states the relevant excess category (1 through 6) for each rented item, if the Damage waiver scheme applies to it. The Damage waiver scheme table can be used to determine the appropriate excess for each category of hired item.

Excess for each category in the Damage waiver (A)	
Category	Excess
1	£ 20
2	£ 150
3	£ 350
4	£ 650
5	£ 1,000
6	£ 1,500

Different excess may be agreed in writing in framework agreements or pricing agreements.

If no excess category is stated in the contract for a particular item even though the scheme clearly applies to the item in question then Category 6 excess applies.

SPECIFIC CONDITIONS FOR B. THEFT/FIRE WAIVER

B.1. What is the scope of the Theft/fire waiver?

Pursuant to Theft/fire waiver, the lender limits recourse (under the conditions referred to earlier and hereafter) from the customer for sudden and unforeseen material damage to or loss of the hired items and additional cost/damage caused by fire, a break-in or theft after a break-in.

B.2. Which items does the scheme apply to?

For items stated in contracts where surcharge for 'Total Theft/fire waiver (B)' is indicated after the summary of items and the following is indicated afterwards on the same line in the 'number' column: "1.00" and where a percentage is also indicated afterwards and on the same line as the item in question in the column "%DW(A) + %TF(B)".

B.3. What are the specific exclusions?

The limitation of recourse by the lender for damage due to fire or damage due to theft does not occur if:

- the damage is caused by or results from loss, a difference in inventory, misappropriation, disappearance, quarantine or government seizure;
- a general exclusion applies (see VII and VIII);
- the additional conditions have not been satisfied (see B.4.).

B.4. Additional terms and conditions for theft cover

In addition to the general and specific exceptions, recourse from the customer in the event of theft is not limited if it cannot be demonstrated that all the conditions and circumstances below are met:

- outside working hours, the hired item must be stored or placed in an enclosed space or if this is physically impossible, either in a secured area or in an outdoor area or building site enclosed by solid closed fencing;
- in the event of a break-in to a building, a container, a shed or fencing. A break-in will only be accepted if there are clearly visible external traces of a break-in. An additional condition applies with regard to hand tools, (light mast) generators, compressors and dismantled scaffolding and accessories: the lender may only limit recourse in the event of theft after a break-in to a properly closed building or a properly closed section of a building, which is not a container, site hut or workmen's shelter;
- where possible, machines must be secured by a lock and may only be placed on a trailer during transport. Locks must be used visibly; if all the locks handed over to the customer cannot be returned immediately, it will be deemed that the customer has not fulfilled this condition;
- trailers and other machines with a coupler serving as transport behind a motor vehicle, if they are not in an enclosed area but placed in a fenced off outdoor area, must at least be chained to immovable property and also be secured with a coupler lock.

B.5. Excesses for Theft/fire waiver

An excess applies per event and per item in respect of the Theft/fire waiver. The hire contract states the (excess) category (1 to 6 inclusive) that each hired item is classified, if the Theft/fire waiver applies to it. The Theft/fire waiver excess table can be used to determine the excess for each category of hired item.

Excess per category in the Theft/fire waiver (B)	
Category	Excess
1	15% of replacement value
2	15% of replacement value
3	15% of replacement value
4	15% of replacement value
5	15% of replacement value
6	15% of replacement value

Different excess may be agreed in writing in framework agreements or pricing agreements.