



Rope And Marine Services Limited

31, Yorkshire Road, London E14 7LR.

Telephone 020 7790 2261 Fax 0207 790 2750

Terms and Conditions of Hire & Sale

Conditions of Hire

1. The Hirer undertakes to accept full responsibility for loss or damage to the equipment from whatever cause this may arise, fair wear and tear excepted, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the plant and in respect of all costs and charges in connection therewith, whether arising under statute or common law.

The Hirer will be responsible to the Owner for full replacement cost of items lost or stolen and for full repair costs in items damaged.

2. The Hirer should cover by insurance the indemnity given to the owner in Clause 1.
3. The Hirer shall notify the Owner immediately of any loss or damage to the plant.
4. The minimum hire period is one week.

Consequential losses

5. The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the plant through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the plant.
6. The Hirer must satisfy himself that the plant is in good working order and that the Plant is not damaged in any way before signing the delivery/indemnity note.
7. The Hirer shall be responsible for compliance with all laws and regulations applicable to the plant and to the work being performed.
8. The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the plant. If the plant be continued at work in use in an unsafe and unsatisfactory state the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
9. The plant shall be deemed to be on hire immediately it leaves our depot and ceases when the plant is returned to our depot or we have written request for collection.
10. The Hirer shall be responsible for unloading and loading of all plant at point of delivery or collection.



Sub-letting

11. The Hirer shall not sub-let or lend the plant or any part thereof to any third party without first receiving written permission of the Owner.
12. The Hirer shall be responsible for the safe-keeping of hired plant until the plant is returned to/or collected by Rope & Marine Services Ltd.
13. The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided by Clause 10 and shall protect the same against distress, execution or seizure and shall indemnify the owner against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
14. If the Hirer make default in punctual payment of any sums due to the Owner for hire of plant or other charges or shall fail to observe and perform the terms and conditions of this contract or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a company, shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant may be prejudiced or put in jeopardy, this agreement shall forthwith be terminated (without any notice or other act on the part of the owner and notwithstanding that the owner may have waived some previous default or matter of same or a like nature), and it shall thereupon be lawful for the Owner to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the termination of the hiring under this condition shall not affect the right of the Owner to recover from the Hirer any monies due to the owner under the contract or damages for breach thereof.
15. General conditions of business.
 - a. All business to be conducted on a net monthly account basis. For Approved accounts.
 - b. No relief of charges during holiday periods.
 - c. All deliveries and collections made by the owners, will be charged extra on a mileage or time basis.
 - d. All prices quoted are subject to V.A.T at the appropriate rate.
16. Definitions.
 - a. The Owner is the company letting the plant on hire.
 - b. The 'Hirer' is the company, firm, person, corporation or public authority taking the Owner's plant on hire and includes their successors and personal representatives and employees.
 - c. 'Plant' covers all classes of plant, machinery, equipment and accessories which the owner agrees to hire to the Hirer.



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Conditions of Sale

1. Quotations and acceptance of order

- 1.1. The following conditions are the only terms on which we are willing to sell goods; by ordering the goods, the subject of any contract the Buyer agrees that its own conditions (if any) shall not apply to the contract.
- 1.2. The contract for the sale of the goods shall comprise the Buyer's written order and our written acknowledgement of order. Any quotations by use is subject to our confirmation on receipt of order.
- 1.3. Once the contract is made is cannot be cancelled, deferred or altered by the Buyer, except with our agreement in writing.

2. Price

- 2.1. We reserve the right to charge for packaging and carriage costs incurred in accordance with the terms of our quotation or acknowledgment of order.
- 2.2. The quoted prices are based on our costs of production at the date of the contract. In the event of any increase in our production costs taking effect between the date of contract and the date of delivery, we reserve the right to alter the price to reflect such an increase.

3. Delivery

- 3.1. Any timer or date quoted for delivery or performance is given as an estimate only and we shall not be liable for any loss or damage howsoever arising by reason of failure on our part to deliver at or on such stated timer or date.

4. Payment

- 4.1. All goods ordered shall be paid for no later than the end of the month following the month of delivery and time of payment shall be the essence of any contract. In the case of goods sold by instalment each instalment shall be paid separately and accordingly the provisions of this clause shall apply to each instalment.
- 4.2. If, for any reason whatsoever a payment is not made by the date it is due ("the due date") the buyer shall be liable to pay interest on the amount unpaid at the rate of 2% for each month of part of a month from the due date until payment is received by us.

5. Warranties Quality

- 5.1. The goods are warranted to accord with the specification agreed with the buyer in writing, or, if there is no such specification, to be within normal limits of industrial



quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded.

- 5.2. All information and details contained in our specifications catalogues, photographs and technical literature have been carefully prepared to avoid errors but their accuracy is not guaranteed and we shall not be liable for any inaccuracies or omissions; specifications are subject to change by us without notice.
- 5.3. Immediate written notice of any defect in the goods must be given to us and any rectification must be carried out by us.
- 5.4. Any recommendation or suggesting relating to the use of the goods made by us is given in good faith but it is for the buyer to satisfy itself of the suitability of the goods for its own particular purpose and it shall be deemed so to have done.
- 5.5. Accordingly, unless otherwise expressly agreed in writing, we give no warranty as to the fitness of the goods for any particular purpose even though that purpose may be specified in the buyer's order and any implied warranty or condition (statutory or otherwise) is excluded.
- 5.6. Our liability for breach of any warranties (or for any other claim based on any other defects in the goods) shall not exceed replacement of the goods shown to be defective or, at our option, reimbursement of the price received by us for the goods.

6. Property and Risk

- 6.1. Property in the goods shall pass on the happening of whichever of the following events shall last occur, namely, payment in full of the whole of the purchase price for the goods, payment in full of every other sum whatsoever which is due from the buyer to us whether under this contract or otherwise and the satisfaction of all the conditions of this contract.
- 6.2. Until the happening of the last such event the buyer shall if the goods are in its possession keep the goods as a bailee and shall store them in such a way that they are identifiable as our property and are separate from all other goods in the buyer's possession.
- 6.3. The buyer shall be entitled to sell the goods before the happening the happening of the last of the events mentioned in 6.1 above only on condition that it shall sell them as our Agent.
- 6.4. At any time before the happening of the last of the events mentioned in 6.1 we may by notice in writing to the Buyer determine the Buyer's right to sell the goods and the Buyer shall if the goods are in its possession thereupon return the goods to us and shall in any event cease to be in possession of the goods with our consent. At any time after the giving of such a notice we may enter any premises where the goods are or reasonably believed to be and may remove the goods.



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6.5. Notwithstanding for foregoing, the goods are at the entire risk of the Buyer from the time of delivery.

7. Notification of Damage to or non-Delivery of the goods

The buyer must advise us and the Carrier in writing (otherwise than by a qualified signature on the Carrier's delivery note) within the following time limits:

1. Partial loss, damage or non-delivery of any separate part of a consignment – within two days of date of delivery.
2. Non-delivery of whole consignment – within fourteen days of date of invoice. No claim will be entertained unless the Buyer complies with the above provisions.

8. Patents and Designs

Where we manufacture and supply goods to the Buyer's design or specification the Buyer agrees to indemnify us in respect of any loss or damage suffered by as a result of any infringement of any letters patent, design, copyright, trade mark or other title right of any third party in respect of such goods.

9. Health & Safety

The Buyer undertakes to take all steps necessary to ensure that the goods when properly used will be safe and without risk to health. The buyer shall indemnify us against any liability whether civil or criminal which we may be under in respect of any illness or injury caused by the goods or their use.

10. Proper Law

This contract shall be governed by English law and, in respect of any dispute arising out of or in connection with or in relation to it, the parties submit to the jurisdiction of the English courts.