

BLOCKS 4 HIRE LIMITED – TERMS & CONDITIONS OF BUSINESS

1. INTERPRETATION

1.1 Definitions. In these Conditions the following definitions apply:

Blocks: steel encased concrete blocks each with approximate dimensions of 3m long x 0.7m high x 0.5m deep and approximate weights of between 2.25 and 2.50 tons.

Business Day: a day (other than a Saturday Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier.

Minimum Hire Period: the minimum hire period specified in the Supplier's quotation for the Services.

Order: the Customer's acceptance of the Supplier's quotation for Services.

Services: the provision of hire services for Blocks in accordance with the Supplier's quotation, including the delivery of Blocks to and the collection of Blocks from the Site.

Site: the location specified in the Order where the Blocks are to be sited.

Supplier: BLOCKS 4 HIRE LIMITED registered in England and Wales with company number 06921762.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions. The Order shall only be deemed to be accepted when the Supplier accepts the Order in writing or by email at which point and on which date the Contract shall come into existence.
- 2.2 The Contract shall constitute the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall use its reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services.
- 3.3 The dimensions and weights of the Blocks specified in these Conditions are approximations only and the Supplier gives no warranty or representation that the Blocks are suitable for the Customer's intended application. The Customer must satisfy itself of the suitability of the Blocks for use at the Site.
- 3.4 The Blocks are and shall at all times remain the exclusive property of the Supplier and nothing in these Conditions shall operate or be deemed to operate to pass ownership or title to the Blocks to the Customer or to any other person.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier its employees, agents, consultants and subcontractors with access to the Site as required by the Supplier;

- (d) provide the Supplier with such information as the Supplier may require in order to deliver the Blocks, including the provision of a Site plan showing the precise required positioning of the Blocks at the Site;
- (e) prepare the Site for the delivery and placement of the Blocks, including removing or procuring the removal from the Site of any vehicles or other property which would otherwise be prevented from legitimately exiting the Site following the placement of the Blocks;
- (f) obtain and maintain all necessary licences, permissions and consents (including in respect of the Supplier's placement of Blocks onto the Site) which may be required by law or otherwise before the date on which the Services are to start;
- (g) grant or procure the grant to the Supplier its employees, agents, consultants and subcontractors an irrevocable licence at any time to enter the Site in order to inspect the Blocks, or where the Customer's right to possession has terminated for any reason, to recover them;
- (h) upon termination of the Services for any reason the Customer shall repair or procure the repair of any Blocks damaged whilst located at a Site to the satisfaction of the Supplier;
- (i) not move or relocate any Blocks whilst located at a Site without the prior written consent of the Supplier; and
- (j) ensure that at all times when the Blocks are located at the Site, the Blocks are insured to their full replacement value and on request shall provide the Supplier with evidence of such insurance.

4.2 The Customer expressly acknowledges and agrees that:

- (a) it has assumed absolute responsibility for specifying the precise placement of the Blocks onto the Site in accordance with clause 4.1(d);
- (b) the Site is suitable for the placement of Blocks and that provided that the Blocks are placed materially in accordance with the Customer's instructions pursuant to clause 4.1(d), the Customer shall in full and on demand indemnify the Supplier from and against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier in connection with the placement of Blocks at the Site; and
- (c) the Supplier shall have no liability whatsoever to the Customer or otherwise for any loss or damage claimed in consequence of the Supplier's placement of the Blocks onto the Site materially in compliance with the Customer's instructions under clause 4.1(d), including in respect of any damage caused or claimed to have been caused to the Site or anything upon it.

4.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations under the Contract.

4.4 The Customer shall indemnify and keep indemnified the Supplier in full and on demand from and against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

5.1 The Charges are set out on the Supplier's quotation. Those elements of the Charges which relate to the delivery and collection of the Blocks shall be payable in advance together with the hire charge for the Minimum Hire Period.

5.2 Thereafter the Supplier shall invoice the Customer monthly in arrears for the Charges (unless agreed otherwise in writing between the Customer and Supplier).

5.3 The Customer shall pay each invoice submitted by the Supplier:

- (a) within the payment timescale specified in the Supplier's quotation for the Services; and
- (b) in full and in cleared funds to a bank account nominated by the Supplier, and

time for payment shall be of the essence of the Contract.

5.4 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. LIMITATION OF LIABILITY

6.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract whether in contract, tort, (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the amount of the Charges actually paid under the Contract.

6.3 Except as set out in these Conditions all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.

6.4 This clause 6 shall survive termination of the Contract.

7. TERMINATION

7.1 Without limiting its other rights or remedies the Supplier may terminate the Contract with immediate effect by giving notice to the Customer if:

- (a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Customer being notified in writing of the breach;
- (b) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) a petition is filed a notice is given a resolution is passed or an order is made for or in connection with the winding up of the Customer (being a company);
- (d) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (e) an application is made to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
- (f) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.1(b) to clause 7.1(e) (inclusive);
- (g) the Customer suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

7.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

8. CONSEQUENCES OF TERMINATION

8.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights remedies obligations and liabilities of the parties as at expiry or termination shall not be affected including the right to claim

damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

9. GENERAL

9.1 Force majeure:

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party) failure of a utility service or transport network act of God war riot civil commotion malicious damage compliance with any law or governmental order rule regulation or direction accident breakdown of plant or machinery fire flood storm or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

9.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not without the prior written consent of the Supplier assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

9.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post recorded delivery or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally when left at the address referred to above or if sent by pre-paid first-class post or recorded delivery at 9.00 am on the second Business Day after posting or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

9.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise rights arising under the Contract are cumulative and do not exclude rights provided by law.

9.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid illegal or unenforceable that provision or part-provision shall to the extent required be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted the provision shall apply with the minimum modification necessary to make it legal valid and enforceable.

9.6 Third parties:

- (a) A person who is not a party to the Contract shall not have any rights under or in connection with it.

9.7 Governing law and jurisdiction:

- (a) This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.