

## TARDIS ENVIRONMENTAL TERMS AND CONDITIONS (BUSINESS TO CONSUMER)

### GENERAL TERMS

#### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>“Commencement Date”</b>	Has the meaning set out in clause 2.2
<b>“Hire Commencement Date”</b>	the date that the Customer takes Delivery of the Equipment (including Saturdays, Sundays and Bank Holidays).
<b>“Conditions”</b>	These terms and conditions including the relevant Specific Terms as amended from time to time in accordance with clause 19.
<b>“Customer”</b>	The person or firm who hires the Equipment and/or purchases the services from Tardis
<b>“Delivery”</b>	the transfer of physical possession of the Equipment to the Customer at the Site.
<b>“Deposit”</b>	the deposit amount set out in the Order.
<b>“Equipment”</b>	the items of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.
<b>“Order”</b>	The Customer’s order for the supply of hire of the Equipment and/or the Services, as set out in the Customer’s purchase order form, or the Customer’s written acceptance of Tardis’ quote, or overleaf, as the case may be
<b>“Site”</b>	The location as set out in the Order or such other location as the parties may agree in writing
<b>“Specific Terms”</b>	The terms and conditions as set out in clause 25 onwards which apply in respect of the specific Equipment hired by the Customer
<b>“Rental Payments”</b>	the payments due from the Customer for hire of the Equipment and/or the Supply of the Services, at the prices set out in Tardis’ quotation, or if the quotation has expired, as set out in Tardis’ price list in force at the Commencement Date ( <b>Price</b> ).
<b>“Rental Period”</b>	the period of hire as set out in clause 4.
<b>“Services”</b>	The services as set out in the Order supplied by Tardis to the Customer in accordance with the Service Specification
<b>“Service Specification”</b>	The description or specification for the Services provided in writing by Tardis to the Customer
<b>“Tardis” or “We”</b>	Tardis Environmental UK Limited registered in England and Wales with Company number 02581818

**“Total Loss”** the Equipment is, in Tardis' reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**“VAT”** value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail save in relation to the service of Notices under clause 23
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses are to the clauses of this agreement.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where there is inconsistency between the General Terms (clauses 1 to 25) and the Specific Terms, the Specific Terms shall take precedence.

## 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to hire the Equipment and/or purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Tardis issues written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”)
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Tardis which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Tardis and any description of the Equipment or illustrations or descriptions of the Services contained within Tardis' marketing material are issued and published for the sole purpose of giving an approximate idea of the equipment and/or Services described in them. They shall not form part of the Contract or have contractual force.
- 2.5 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.
- 2.6 Any quotation given by Tardis does not constitute an offer, and is only valid for 20 Business Days from the date of issue.

- 2.7 All of these Conditions shall apply to the hire of the Equipment and the supply of the Services except where application to one or the other is specified.
- 2.8 In relation to order confirmations, where issued to a customer, the persons returning the order confirmation must be 18 years of age or over.

### **3. EQUIPMENT HIRE**

- 3.1 Tardis shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this agreement.
- 3.2 Tardis shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Equipment where the Equipment remains on the Site.

### **4. RENTAL PERIOD**

The Rental Period starts on the Hire Commencement Date and shall continue for a period set out in the Order, or until the physical return of the Equipment to Tardis by the Customer or repossession or collection of the equipment by Tardis, whichever is the later.

### **5. RENTAL PAYMENTS AND DEPOSIT**

- 5.1 The Customer shall pay the Rental Payments to Tardis, by either debit or debit card or direct payment to Tardis' bank as follows:
  - (a) For Customer who hold a Tardis credit account, Tardis will issue statements of account monthly, and all amounts payable as shown on the Customer's statement of account shall be paid by the Customer within 30 days from the date of the statement of account
  - (b) For Customers who do not hold a Tardis credit account, a deposit as set out in the Order for the Equipment and Services shall be paid on the Commencement Date. The balance shall be paid by the Customer no later than 14 days prior to the Hire Commencement Date or the date of the supply of the Services, whichever is earlier
- 5.2 Any invoice queries must be made within 7 days of the date of the invoice.
- 5.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 5.4 Where the Customer has paid for the Equipment and/or Services by either debit or credit card, the Customer authorises Tardis to take payment for all other Equipment and/or Services ordered by the Customer from such debit or credit card, where payment for such other Equipment and/or Services has not been made by the Customer on the due date for payment.
- 5.5 Where the Customer chooses to pay by credit card Tardis will make a charge of 5% of the total Price as set out in the Order.
- 5.6 No payment shall be deemed to have been received until Tardis has received cleared funds.
- 5.7 Time for payment shall be of the essence
- 5.8 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.9 If the Customer fails to make any payment due to Tardis under this agreement by the due date for payment, then, without limiting Tardis' remedies under clause 14, the Customer shall pay interest on the overdue amount at the rate of 8.5% per annum above Tardis' bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue

amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 5.10 The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Customer shall, on the date of this agreement, pay the deposit amount set out in the Contract to Tardis. If the Customer fails without due cause to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), Tardis shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Tardis any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period.
- 5.11 Prices are liable to change at any time, but price changes will not affect an Order that Tardis has accepted.
- 5.12 The Price for the Equipment shall, unless agreed otherwise by Tardis, be exclusive of any delivery charges. Further, where Tardis agrees to deliver or collect the Equipment and incurs a highways congestion charge in making the delivery or collection, the Customer shall reimburse Tardis for such congestion charge.
- 5.13 Where Tardis incurs an emissions charge in respect of the Equipment or Services, the Customer shall reimburse Tardis for such emissions charge.
- 5.14 Tardis may charge an abortive charge (of the price stated in the Contract or the costs incurred by Tardis as a result of the Customer's failure to comply with the applicable terms leading to the abortive provision of services or delivery or collection of Equipment) in circumstances where the Customer has not complied with its obligations under this agreement in relation to adverse weather, where Tardis cannot access the site or the Equipment, where in the reasonable opinion of the Tardis driver there is risk of damage to the vehicle or the Equipment.
- 5.15 Tardis will not accept deductions from invoices without prior agreement in writing. Rates deemed "UP TO" will stand full charge, even if part quantities have been delivered or removed, unless agreed otherwise in writing.

## **6. DELIVERY COLLECTION & SERVICE**

- 6.1 Where Tardis has agreed to deliver or collect the Equipment to or from the Site such delivery and/or collection will form part of the Services.
- 6.2 Where delivery of the Equipment by Tardis has been agreed, Tardis shall use all reasonable endeavours to effect Delivery by the date and time set out in the Order. Title and risk shall transfer in accordance with *clause 7* of this agreement.
- 6.3 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery, collection or service of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. The Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.4 To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously including the materials, facilities, access and working conditions specified in the Order.
- 6.5 Where Tardis has agreed to deliver the Equipment, Tardis allows 30 minutes on Site for delivery. Where Tardis is on Site for more than one hour, through no fault of its own, Tardis shall charge the Customer for such additional time spent at the delivery rates in force at the time of delivery.

- 6.6 Tardis may deliver the equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 6.7 Where Tardis has agreed to deliver the equipment, the Customer must:
- (a) Provide Tardis with the correct address including the post code for the Site; and
  - (b) Ensure that there is clear access to the Site and the specific area to which the Equipment is to be delivered or off loaded and ensure that there is clear and sufficient access to allow Tardis to perform the Services

## **7. ADVERSEWEATHER**

- 7.1 It is the Customer's responsibility to inform Tardis, by no later than 9am on the day of Delivery, collection or services, if adverse weather (including temperatures below zero degrees Celsius) is affecting or likely to affect the Site on the date of Delivery.
- 7.2 If the Customer fails to comply with its obligations under clause 7.1 and Tardis is unable to Deliver the Equipment or perform the Services Tardis shall be entitled to charge the full rate as per the Order.
- 7.3 For Equipment and/or Services that may be affected by temperatures below zero degrees Celsius Tardis reserves the right to alter the Delivery date to a day when temperatures are sufficient to allow the Equipment to work or the Services to be supplied. In those circumstances the Customer shall not be entitled to rescind the Contract.

## **8. DELAY AND NON-DELIVERY**

- 8.1 Subject to the other provisions of the Contract, Tardis shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery, collection or service of the Equipment (even if caused by Tardis' negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract except where such delay exceed 14 Business Days from the estimated date for delivery, in which case the Customer may rescind the Contract.
- 8.2 The quantity of any consignment of Equipment as recorded by Tardis on dispatch from Tardis' place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 8.3 Tardis shall not be liable for any non-delivery of equipment (even if caused by Tardis' negligence) unless the Customer gives notice to Tardis of the non-delivery within 2 days of the date when the equipment would in the ordinary course of events have been received.
- 8.4 The exception in clause 8.3 above shall not apply to circumstances as outlined in clause 7.3.
- 8.5 Any liability of Tardis for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro-rata Contract Rate against any invoice raised for such Equipment.

## **9. SERVICES**

- 9.1 The Customer shall:
- (a) ensure that the terms of the Order are complete and accurate;

- (b) co-operate with Tardis in all matters relating to the Services;
- (c) provide Tardis, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Tardis;
- (d) provide Tardis with such information and materials as Tardis may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) keep and maintain all materials, equipment, documents and other property of Tardis ("**Tardis Materials**") at the Customer's premises in safe custody at its own risk, maintain Tardis Materials in good condition until returned to the Tardis, and not dispose of or use Tardis Materials other than in accordance with Tardis' written instructions or authorisation; and

9.2 Tardis shall supply the Customer, where relevant with a waste transfer ticket. If the Customer requires any further copies of the waste transfer ticket Tardis shall make a charge of £10 for each ticket requested to cover administration costs.

9.3 If Tardis' 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) Tardis 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 Tardis' performance of any of its obligations;
- (b) Tardis shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tardis' failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Customer shall reimburse Tardis on written demand for any costs or losses sustained or incurred by the Tardis arising directly or indirectly from the Customer Default.

## 10. TITLE, RISK AND INSURANCE

10.1 The Equipment shall at all times remain the property of Tardis, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

10.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("**Risk Period**") until such time as the Equipment is redelivered to Tardis. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Tardis may from time to time nominate in writing;

- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Tardis may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Tardis may from time to time consider reasonably necessary and advise to the Customer.
- 10.3 All insurance policies procured by the Customer shall be endorsed to provide Tardis with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Tardis' request name Tardis on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 10.4 The Customer shall give immediate written notice to Tardis in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 10.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, Tardis shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 10.6 The Customer shall supply copies of the relevant insurance policies or other insurance confirmation acceptable to Tardis and proof of premium payment to Tardis to confirm the insurance arrangements.
- 10.7 It is a requirement for customers to provide adequate Hired in Plant Cover, where this is not possible Tardis can offer Hired plant cover on the condition the customer provides full details of the site and site conditions, an additional cost of £150 plus an excess charge of £1000 in the event of a claim.

## **11. CUSTOMER'S RESPONSIBILITIES**

- 11.1 The Customer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in Specific Terms for the Equipment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Tardis;
  - (b) take such steps (including compliance with all safety and usage instructions provided by Tardis) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Hire Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - (d) make no alteration to the Equipment and shall not remove any existing component(s) from the unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Tardis immediately upon installation;
  - (e) keep Tardis fully informed of all material matters relating to the Equipment;

- (f) keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without Tardis' prior written consent;
- (g) permit Tardis or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Tardis, together with such additional information as Tardis may reasonably require;
- (i) not, without the prior written consent of Tardis, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (j) not without the prior written consent of Tardis, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Tardis against all losses, costs or expenses incurred as a result of such affixation or removal;
- (k) ensure that Tardis is able to access the Equipment and remove it from site safely without damage to the land or surrounding buildings at the end of the Contract (howsoever arising)
- (l) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Tardis in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that Tardis may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Tardis of any rights such person may have or acquire in the Equipment and a right for Tardis to enter onto such land or building to remove the Equipment;
- (m) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Tardis and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Tardis on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (n) not use the Equipment for any unlawful purpose;
- (o) ensure that at all times the Equipment remains identifiable as being Tardis' property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (p) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as Tardis requires, or if necessary allow Tardis or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (q) not do or permit to be done anything which could invalidate the insurances referred to in *clause 7*.

11.2 The Customer acknowledges that Tardis shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the



Customer undertakes to indemnify Tardis on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this agreement.

## 12. WARRANTY

Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Tardis, the Customer shall be entitled only to such warranty or other benefit as Tardis has received from the manufacturer.

## 13. LIABILITY

- 13.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 13.2 If We are installing the Equipment and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 13.3 Under this contract we are only hiring the Equipment and/or supplying the Services for domestic and private use. You agree not to use the Equipment for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - (e) defective products under the Consumer Protection Act 1987.
- 13.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 13.6 An Event Outside Our Control means any act or event beyond Our reasonable control[, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 13.7 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and

- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

13.8 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than 30 business days in accordance with Our cancellation rights.

## 14. TERMINATION

14.1 Without affecting any other right or remedy available to it, Tardis may terminate this agreement with immediate effect by giving notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
- (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (c) the Customer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) 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 or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) 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);
- (g) 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);
- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

- (l) 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 14.1(d) to clause 14.1(k) (inclusive);
- (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation

14.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

14.3 Before We begin to provide the Services or the Equipment are delivered, you have the following rights to cancel an Order and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Order for Equipment and/or Services at any time before We despatch the Equipment or the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
- (b) If you cancel an Order under clause 14.3(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- (c) However, if you cancel an Order for Services under clause 14.3(a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
- (d) Unfortunately, if you cancel an Order for Equipment under clause 14.3(a) and We have already despatched your Equipment to you, We will not be able to cancel your Order until it is delivered [or collected]. In this case, if you return the Equipment to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Equipment back to Us. This will not affect your refund for the Equipment, but any charge for collection will be deducted from the refund that is due to you.

14.4 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 14 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.

14.5 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms to your material disadvantage;

- (d) We are affected by an Event Outside Our Control.
- 14.6 Tardis cannot always cancel Services pre-ordered for the weekend or outside of normal office hours. In these cases the Customer may still be charged for the Services.
- 14.7 In the unlikely event that there is any defect with the Services or Equipment:
  - (a) please contact Us and tell Us as soon as reasonably possible;
  - (b) please give Us a reasonable opportunity to repair or fix any defect; and
  - (c) We will use every effort to repair or fix the defect as soon as reasonably practicable
- 14.8 You will not have to pay for Us to repair or fix a defect with the Services or Equipment
- 14.9 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 15. CONSEQUENCES OF TERMINATION

- 15.1 Upon termination of this agreement, however caused:
  - (a) Tardis' consent to the Customer's possession of the Equipment shall terminate and Tardis may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Tardis on demand:
    - (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to *clause 5.9*;
    - (ii) any costs and expenses incurred by Tardis in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 15.2 Upon termination of this agreement pursuant to clause 14.1, any other repudiation of this agreement by the Customer which is accepted by Tardis or pursuant to clause 14.2, without prejudice to any other rights or remedies of Tardis, the Customer shall pay to Tardis on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:
  - (a) a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and
  - (b) Tardis' reasonable assessment of the market value of the Equipment on sale.
- 15.3 The sums payable pursuant to clause 15.2 shall be agreed compensation for Tardis' loss and shall be payable in addition to the sums payable pursuant to clause 15.1(b). Such sums may be partly or wholly recovered from any Deposit.
- 15.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **16. CONFIDENTIAL INFORMATION**

- 16.1 Each party undertakes that it shall not at any disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **17. ASSIGNMENT AND OTHER DEALINGS**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **18. VARIATION**

Tardis may amend these terms from time to time on giving 30 days written notice. The Customer then has 7 days in which to cancel the Contract if it does not agree to the new terms. .

## **19. NO PARTNERSHIP OR AGENCY**

- 19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **20. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

## **21. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

## **22. NOTICES**

- 22.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by fax to its main fax number.

22.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) if sent by fax, at 9.00 am on the next Business Day after transmission.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **23. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **24. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **25. SEVERANCE**

25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

25.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **26. GOVERNING LAW**

This agreement 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 the law of England and Wales.

## **27. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**28. SPECIFIC TERMS APPLICABLE TO WATER DELIVERIES (H2O ONSITE)**

- 28.1 In relation to general water deliveries, water will be drawn from a potable source and may contain varying traces of chlorine
- 28.2 In relation to drinking water deliveries, all water is drawn from a mains supply
- 28.3 In relation to the hire of bulk water bowsers it is the Customer's responsibility to ensure that only fresh water from a potable source is used to fill bulk water storage tanks.
- 28.4 Tardis will carry out its due diligence in respect of ensuring water is fit for purpose
- 28.5 All drinking water must be boiled before use
- 28.6 Where water is delivered into a third party tank, Tardis will not be held responsible for any cross contamination
- 28.7 Where bulk water is delivered via articulated trailer it is the customer's responsibility to ensure access is suitable and the ground is suitable to take the weight of the tanker
- 28.8 The Customer is not permitted to engage any third party contractor to maintain tanker trailers, static water tanks or water bowsers
- 28.9 Where none drinking water has been ordered, Tardis will not be responsible in the event of cross contamination
- 28.10 The client is responsible for the equipment at the location during the hire period. The client is responsible for the maintenance / cleaning and testing to ensure the water quality. Tardis will forward water hygiene and storage guidelines for the client's perusal.
- 28.11 Any testing required for water quality if requested, will be chargeable and carried out in accordance with DWI guidelines.
- 28.12 Tardis will provide evidence of due diligence for water quality control prior to water delivery.
- 28.13 Once water has left Tardis tankers and is transferred into the client's vessels or tanks, we cannot guarantee the quality of the water.

**29. SPECIFIC TERMS APPLICABLE TO THE HIRE OF CRANE MOUNTED LORRIES AND THE PROVISION OF ASSOCIATED SERVICES**

- 29.1 Tardis allows a maximum of 30 minutes loading and off-loading time. Tardis will charge the Customer for any time spent over and above 30 minutes.
- 29.2 The Customer must provide full details of the loads, including overall weight and dimensions, upon placing its order.
- 29.3 Where a lorry is requested outside the operating hours of 8.00am to 5.00pm Monday to Friday, the price for the lorry will be charged at time and a half.
- 29.4 Where a lorry is requested on a Sunday, the price for the lorry will be charged at double time. Tardis will also charge the Customer an additional 2 hours for delivery and collection of the lorry from the place where the services are to be carried out
- 29.5 The driver of the lorry may refuse to enter the Site where the services are to be carried out, where he considers that the Site is unsuitable and may cause damage to the lorry or other equipment owned by Tardis.
- 29.6 Where Tardis cannot carry out the Services due to the unsuitability of a Site, Tardis will charge the customer for an abortive site call out.

- 29.7 Dangerous goods must be disclosed by the Customer to Tardis at the time of placing the Order and if Tardis agrees to accept them for carriage, the Customer must classify, package and label the goods in accordance with the statutory regulations for the carriage by road of the substance declared.
- 29.8 The Customer shall indemnify Tardis against any losses, claims or liability (whether direct or indirect) that it suffers as a result of the Customer's failure to comply with its obligations under clause 34.6 or