



APPLICATION FOR A CREDIT ACCOUNT

BUSINESS INFORMATION		
<input type="checkbox"/> Sole Trader <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other (please state)	Name of Company / Partnership / Sole Trader	
	Company / Partnership Number	
	Number of Years trading	
Registered Address		

CONTACT INFORMATION		
Trading Address (if different)		
Primary Contact Name		Mobile
Email		Phone

BILLING INFORMATION		
Accounts Contact Name		<input type="checkbox"/> Email invoicing <input type="checkbox"/> Paper invoicing / statements
Email		Phone

BANK INFORMATION		
Account Number		Sort Code

REFERENCES (SOLE TRADERS ONLY)		
If you are a sole trader, please 2 trade references (companies that have supply you and provide you with credit)		
Company Name (1)		Email / Phone (1)
Company Name (2)		Email / Phone (2)

INSURANCE
<p>All equipment is hired out under CPA conditions. This means that you are responsible for the full value of hired equipment whilst it is with you including if it is stolen. Please provide a copy of your insurance if you wish to hire equipment.</p> <p><input type="checkbox"/> I wish to hire equipment <u>and have attached a copy of my Hired In Plant Insurance</u></p> <p><input type="checkbox"/> I don't wish to hire equipment and am not attaching insurance</p>

AGREEMENT
<p>By signing below, each signatory, as an authorized representative of the applicant customer, hereby accepts:</p> <ol style="list-style-type: none"> All invoices are to be paid 30 days from end of month; any claims arising from invoices must be made within seven working days. They have read and accept SRBE's terms and conditions for hire which are standard CPA conditions and can be found at www.srbe.co.uk; these may be updated from time to time They have read and accept SRBE's terms and conditions for sale; these can be found at www.srbe.co.uk and may be updated from time to time By submitting this application, you authorize SRBE Ltd to make inquiries into the banking, credit and business/trade references that you have supplied (please see the note on data protection below)

AUTHORISED SIGNATORY			
Signature		Date	
Print Name		Position	

Please return either by scan & email to: new.accounts@srbe.co.uk or post to SRBE Ltd, 10 Bond Avenue, Bletchley, Milton Keynes, MK1 1SW

Data Protection

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with us and other businesses. In some instances, we may also make a search on the personal credit file of principal directors. We may also pass or share your information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review an account then again, a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses.

By submitting information on this form, you confirm that you have the consent of all relevant individuals to the processing of their personal data for the purposes stated, including but not limited to partners, directors and other householders whose details may be obtained as a result of checks against the addresses you provide. Under the Data Protection Act you have the right to apply for a copy of the information we hold on you, for a small fee.

MODEL CONDITIONS FOR THE HIRING OF PLANT (With effect from July 2011)

These conditions are not to be used for consumer contracts.

A consumer contract is a contract entered into with a person acting in their own capacity and not for or on behalf of any business or trade entity.

1. DEFINITIONS

- (a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.
- (b) The "Hire Period" shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period
- (c) The "Hirer" is the Company, firm, person, Corporation or public authority taking the Owner's Plant on hire and includes their successors or personal representatives.
- (d) "Holiday Period" covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays.
- (e) "Offer" is the Owner's offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.
- (f) The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors, assignees or personal representatives.
- (g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment therefor, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.
- (h) A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.
- (i) A "Working Week" covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT

No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT

Acceptance of the Plant on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site; and any personnel supplied by the Owner for such unloading and / or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and / or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

- (a) Unless notification in writing to the contrary is received by the Owner from the Hirer in the case of Plant supplied with an operator within four working days, and in the case of Plant supplied without an operator within three working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and / or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).
- (b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.

- (c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

6. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day.

7. GROUND AND SITE CONDITIONS

- (a) The Hirer is deemed to have knowledge of the site or the property or land where the Plant is to be delivered and the Hirer warrants that the condition of the site or place of delivery of the Plant is suitable for the use of such Plant.
- (b) If, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support, the Hirer shall supply and lay suitable timbers or equivalent support in a suitable position for the Plant to travel over, work on, be transported over, be erected or dismantled on, including for the purpose of delivery and collection.
- (c) Any timber or other material supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Plant.
- (d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF PLANT

- a) When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Plant by the said drivers / operators / persons.
- (b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent.
- (c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

- (a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.
- (b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.
- (c) The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant without the prior written permission of the Owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed / repaired. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.
- (d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and / or repairs due to theft, loss or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to bad weather and / or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

- (a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond his reasonable control;
- (b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
- (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
- (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

- (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.
- (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 9 herein, and shall also fully and completely indemnify the Owner and any personnel supplied by 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 storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.
- (c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury:
 - (i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,
 - (ii) during the erection and / or dismantling of any Plant where such Plant requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Owner or his agent,
 - (iii) after the Plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner,
 - (iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner.

14. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

15. RE-HIRING ETC.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

16. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

17. RETURN OF PLANT FOR REPAIRS

If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the

Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant he shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and / or 13) by giving written notice to the Hirer. If such termination occurs:

- (a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall pay all transport charges involved, or,
- (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING

- (a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets.
- (b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and / or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.
- (c) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.
- (d) Plant shall be hired out either:
 - (i) for a stated minimum number of hours per Working Day or per Working Week or,
 - (ii) without any qualification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged pro rata.
- (e) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.
- (f) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer / Contract.

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and / or Sunday unless the Plant is actually worked.

20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 39 HOURS PER WEEK

The full hire for the minimum period in the Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such minimum period. Allowance will be made for breakdowns up to 8 hours except on Fridays when the allowance will be up to 7 hours providing always that where the actual hours worked are in excess of the minimum period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. The minimum Working Week of 39 hours shall be reduced by 8 hours Monday to Thursday and 7 hours Friday for each Holiday Period occurring in such Working Week, provided that the Plant is not in use during such Holiday Period.

22. "ALL-IN" RATES

Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)

- (a) The Hire Period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location.
- (b) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.
- (c) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

- a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.
- b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 day notice, the Hirer's obligations under clause 13 shall continue for a further 3 days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.
- c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner to which the Owner is committed at the time of termination.

25. IDLE TIME

When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. If the Plant works for any time during the Working Day then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(e). Where an "All-In" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT

All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage agreements and / or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

27. TRAVELLING TIME AND FARES

Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to his home will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the Plant.

28. FUEL, OIL AND GREASE

Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

29. SHARPENING OF DRILLS/STEELS ETC.

The cost of re-sharpening or replacement of drill bits, blades and other ancillary items shall be borne by the Hirer.

30. OWNER'S NAME PLATES

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

31. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS

- a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.
- b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS

- (a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the

Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

- (b) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:
 - (i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions;
 - (ii) The Hirer fails to observe and perform the terms and conditions of the Contract;
 - (iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him;
 - (iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or
 - (v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy.
- (c) In the event of termination under sub-paragraph (b) above:
 - (i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant.
 - (ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.
- (d) The rights under sub-paragraph (b) and (c) above:
 - (i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
 - (ii) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.
- (e) If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 days notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

34. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of:

- (a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or,
- (b) the Contract being made with reference to a 5 day week of other than 39 hours. Clauses 1(h) and (i), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

35. DISPUTE RESOLUTION

- (a) If the site is situated within the United Kingdom, then the court whose jurisdiction covers the site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Owner's head office is located.
- (b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Construction Plant-hire Association acting by its President or Chief Executive for the time being.
- (c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and / or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement or deduction. Where, under Scots law, the Owner, the Hirer, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

36. LATE PAYMENTS

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

37. SEVERABILITY

If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

TERMS AND CONDITIONS OF SALE FOR SRBE LIMITED - THESE TERMS AND CONDITIONS RELATE TO TRADE SALES ONLY AND NOT CONSUMER SALES

In these Conditions “the Company” means SRBE Limited (No. 02683343) including its trading divisions; “these Conditions” means these terms and conditions; “the Customer” means the person, firm or company purchasing the Goods; “the Contract” means the contract for the sale of the Goods made between the Company and the Customer, “the Goods” means the goods, materials or services (including samples, where relevant) which are the subject of the Contract and a “Consumer” means a person who is buying the Goods other than in the course of a business. The statutory rights of a Customer who is a Consumer are not affected by these Conditions.

1. The Contract/Order Acceptance

- These Conditions shall apply to the Contract and all orders placed and accepted by the Company to the exclusion of any other terms and conditions stipulated, incorporated or referred to by the Customer in any order, letter, form of contract or any other document or negotiations.
- No variation to these Conditions shall be binding without the express written agreement of a director of the Company.
- Even if the Company has given a quotation, no order placed by the Customer is binding on the Company until it has been accepted by the Company.
- In placing an order with the Company the Customer and its representatives warrant and represent that each of them has the necessary authority to bind the Customer in contract. The Customer must ensure that the terms of its order and any applicable specification are complete and accurate given the Company shall be relying on that information.

2. Estimates/Quotations

- The Customer is entirely responsible for ascertaining the quantities required notwithstanding that an estimate may have been given by the Company.
- Quotations are for the supply of Goods on these Conditions only. Any quotation given by the Company is not an offer and the Company reserves the right to withdraw or amend any quotation at any time before the Company's acceptance of the Customer's order.
- Where fine or specific tolerances are required in Goods beyond those generally accepted in the building trade no liability will attach to the Company unless the tolerances are notified in writing to the Company at the time of order and the Company has agreed in writing to supply Goods that meet those tolerances.

- The Company may without notice to the Customer reasonably alter any specification, description, design, drawing, illustration and/or other particulars relating to the Goods and to supply the Goods as so altered in performance of the Contract and may also substitute and supply similar goods of equivalent value in the performance of the Contract.

3. Returns/Cancellations

- If the Customer incorrectly orders any Goods the Company may, in its sole discretion, determine whether or not to accept their return. The acceptance by the Company of returned Goods shall be on such terms as it may determine and in particular the Company may charge for the carriage and handling of such Goods at the greater of 25% of their invoiced value or £5.
- No payment shall be made for Goods that are to be specially made or obtained (“Specials”) may not be cancelled by the Customer once the order has been accepted by the Company.

The Company nor will any allowance be made in respect of Specials if they are subsequently returned.

4. Prices

- The price of the Goods (“the Price”) shall be the price quoted by the Company to the Customer provided the Customer accepts the quotation within 30 days of its date. Where no price has been quoted (or a quoted price is no longer valid) the Price shall be the Company's trade price on the date the Goods are delivered.

- The Company may without notice to the Customer at any time up to 7 days before delivery increase the Price to reflect any increase in the cost to the Company of procuring or supplying the Goods which is due to factors beyond its reasonable control (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and manufacturing costs) provided that in such circumstances the Customer may cancel the Contract up to 3 days before the due date for delivery.

- All prices quoted are exclusive of Value Added Tax and delivery charges unless otherwise stated.

- If the Company agrees to deliver Goods other than in accordance with Condition 6(a)(i) it may recharge the delivery costs to the Customer plus an administration fee.

5. Credits/Payments

- Credit accounts may be opened at the discretion of the Company, subject to satisfactory credit references being obtained. Unless otherwise agreed in writing, payment for Goods supplied on credit accounts shall become due and payable no later than the last day of the month following the month of delivery. However if the Goods concerned are Specials the Company may instead apply the payment terms in Condition 5(b).
- For cash Customers, that is, Customers who do not have a credit account with the Company or whose credit account is cancelled or suspended under Condition 5(g) and in respect of the supply of Specials to credit account Customers and other non-standard transactions (as determined by the Company), the Customer shall pay the price for the Goods on acceptance of order, or on or before delivery, (where applicable), upon receipt of the Company's invoice.
- No payment shall be deemed to have been received until the Company has received cash or cleared funds. Time for payment shall be of the essence. Notwithstanding any other provision, all payments payable to the Company under any Contract shall become due immediately if the Company becomes entitled to terminate the Contract under Condition 15(a) or the Contract otherwise terminates.
- Any queries on an invoice must be raised in writing by the Customer within 21 days of the invoice date, otherwise the invoiced amount shall be deemed to be accepted by the Customer.

- Without prejudice to the Company's rights to enforce payment, if the Customer fails to make payment in accordance with these Conditions the Company may (at the Company's absolute discretion) charge interest on any balance outstanding (notwithstanding that a portion of the account is in dispute) from the date of sale or query) from the due date of payment until payment is made, whether before or after any judgment, either: (i) at the annual rate of 5% above the base lending rate from time to time of Lloyds TSB Bank plc; or (ii) at the rate and on the basis permitted under the Late Payment of Commercial Debts (Interest) Act 1998.

- The Customer shall indemnify the Company, against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights under this Condition 5, including any administration fee incurred if the Company refers a late/non payment dispute to its lawyers or collection agents.

- The Company may cancel or suspend the Customer's credit account by notice in writing at any time should it decide, for whatever reason, that it requires further security for the Customer's invoices. If the Company exercises such rights it may continue trading with the Customer in accordance with Condition 5(b). The Company may reinstate the credit account once the additional security required has been provided by the Customer and any other conditions have been met. The Customer agrees to use its best endeavours to ensure that any additional security required by the Company (including but not limited to a third party guarantee) is provided.

- The Company may at any time, at its sole discretion and without reference to the Customer or any guarantor: (i) increase (without limit) or decrease any credit limit applied to the Customer; and (ii) supply Goods in excess of the credit limit. The Company may take action to collect all monies owing in full whether or not the sums due exceed the prevailing credit limit. Where more than one invoice is outstanding the Company may choose against which invoice(s) to apply any payment from the Customer even if the Customer has allocated the payment to a specific invoice.

- The Customer shall give the Company prior written notice, which acknowledges service, of any change in its constitution or ownership or, in the case of a sole trader or partnership, if it wishes to incorporate or merge with others. The Company may then decide whether to exercise its rights in Condition 5(g) to continue trading with the Customer, whether a new credit application is required and whether to continue with any credit arrangements granted to the Customer and shall not be obliged to continue with either unless a written confirmation and acceptance is issued by an authorised member of the Company's credit management team, a Company director or the Company Secretary.

- If the Customer fails to pay an account, or if the Company may debit the Customer's account with any charge or cost incurred by the Company as a consequence. If the Company accepts payment by credit card it may levy a surcharge at its standard rates in force at the time of payment.

- On termination of the Contract, however caused, the Company's rights contained in this Condition 5 shall remain in effect.

6. Delivery/Despatch

- Delivery of the Goods shall be made: (i) by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection; or (ii) if some other place for delivery is agreed by the Company, by it delivering the Goods to that place.

- Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; (ii) in the case of Goods to be delivered other than at the Company's premises, on delivery to the agreed destination; and (iii) if the Customer fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

- If Goods are delivered by or on behalf of the Company other than at the Company's premises: (i) the Company accepts no liability whatsoever for any loss of or damage to the Goods whilst in transit unless it is notified in writing with the details of the damage within 7 days of despatch; (ii) the Customer shall give the Company such access to its premises as the Company requires in order to deliver the Goods and shall provide the labour and equipment required to complete the delivery; and (iv) the Company may charge the Customer for any return visits made as a result of the Customer's failure to take delivery of the Goods.

- Any stated time or date for delivery is an estimate only and is not binding on the Company. The Company shall not be liable for any failure to deliver by such time or date, nor for any loss or damage arising directly or indirectly from such failure. The Customer may not refuse to accept Goods because of late delivery; nor, where Goods are to be delivered in instalments, shall the Company's failure to deliver any instalments by any time or date entitle the Customer to treat the Contract as a whole as repudiated.

- If the Customer fails to take delivery of Goods or to give the Company adequate instruction for delivery then, without prejudice to its other rights, the Company may: (i) store the Goods until actual delivery and charge the Customer for the costs (including insurance) of storage; or (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the Price or charge the Customer for any shortfall against the Price.

- Where delivery is to be made by instalments, each instalment shall be deemed to be a separate and distinct contract and no default by the Company in respect of any one or more instalment shall entitle the Customer to reject or withhold payment in respect of any other instalment.

- The Company shall provide evidence (such as a delivery note) of the delivery of Goods supplied in response to a request from the Customer provided it is received within 3 months of the delivery date. If the Customer does not raise any query about delivery within such period, the Goods concerned shall be deemed to have been delivered in accordance with the Contract.

- The Company does not accept liability for shortages in quantities delivered unless the Customer notifies the Company of any claim for short delivery of the Goods within 2 days of the delivery to the Customer. In such circumstances the Company's liability shall be restricted to making good the shortage. Any delivery book or note marked “NOT EXAMINED” will not prevent the operation of these clauses nor constitute express or implied notice in writing of any potential or actual shortage.

7. Performance

- The Customer shall ensure that: (i) the Goods are sufficiently suitable and fit for the purpose intended and comply with all applicable requirements whether statutory, regulatory, municipal or otherwise; (ii) its premises are safe and suitable for the delivery, installation, use and operation of the Goods and comply both before and after such delivery, installation and during such operation with all relevant legislation (including without limitation safety legislation); (iii) any item of equipment provided by it which relates to the installation or operation of the Goods or is ancillary to or is for use in connection with the Goods shall not adversely affect their suitability or fitness for purpose.

8. Warranty

- Subject to Condition 9(a) the Company agrees (in its discretion) to repair (if possible), replace free of charge or refund any sums paid by the Customer for any Goods which in the reasonable opinion of the Company are defective due to a manufacturing fault but only if: (i) such fault is notified to the Company in writing within 7 days of delivery; and (ii) the Company and/or its representative is given a reasonable opportunity after receiving the notice of examining such Goods in situ or the Customer (if asked to do so by the Company) returns such Goods to the Company, at such address specified by the Company, for the examination to take place there.
- The Company shall not be liable for a breach of the warranty in Condition 8(a) if: (i) the Customer makes any further use of such Goods after giving notice of a defect; or (ii) the defect arises because the Customer failed to follow the Company's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (iii) the Customer alters or repairs such Goods without the written consent of the Company.
- The Company is not responsible either for the cost of removing or re-installing any repaired or replacement Goods, unless previously agreed in writing by a Company director.
- Any defective Goods or parts thereof replaced by the Company in accordance with this Condition or otherwise shall become, or remain, the property of the Company.

- Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

9. Liability

- Nothing in these terms shall be deemed to exclude or restrict the Company's liability for: (i) death or personal injury resulting from its negligence; (ii) fraudulent misrepresentation; or (iii) any breach on its part of any undertaking as to title implied by Section 12 of the Sale of Goods Act 1979 (as amended) or by Section 8 of the Supply of Goods (Implied Terms) Act 1973 (as amended).
- Subject to Condition 9(a), the Company's total aggregate liability under or in connection with the Contract (howsoever such liability arises, whether in contract or tort or otherwise, including for negligence) shall be limited to the value of the Goods supplied under the Contract.
- Subject to Condition 9(a), the Company shall not be liable (howsoever such liability arises, whether in contract or tort or otherwise, including for negligence) for any indirect or consequential loss or for damage to or for loss of profit, business, savings, production or goodwill which arises out of or in connection with the Contract.
- Where the Company sells Goods to a Customer who is not a Consumer and the Customer sells those Goods directly or indirectly to a person who is such a Consumer, without prejudice to its rights under the Contract the Customer shall indemnify the Company against any liability or loss, whatsoever arising directly or indirectly pursuant to the Consumer Protection Act 1987.

- The Customer shall indemnify the Company from and against all loss, damage, or liability suffered or incurred by the Company or any third person for or arising out of the negligence, breach of statutory duty, breach of contract or other duty of the Customer or its officers, employees, agents or contractors, in each case in the course of performance of or otherwise in any way arising out of or in connection with the Contract. (f) These Conditions set out the Company's entire liability in respect of the Goods and rights granted under them are in lieu and to the exclusion of all other warranties, conditions and other terms express or implied by statute, common law or a course of business except for any which cannot legally be excluded.

10. Misrepresentation

- The Company shall not be liable in respect of any misrepresentation made by the Company its servants or agents to the Customer its servants or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements unless the representation is fraudulent or confirmed in writing by the Company or its servants or agents.
- Without prejudice to Condition 10(a), whilst the Company takes every precaution in the preparation of its catalogues technical circular price lists and other literature, these documents are for the Customer's general guidance only and statements made in them (in the absence of fraud on the part of the Company) shall not constitute representations by the Company and the Company shall not be bound by them.

11. Ownership

- Unless the Company agrees otherwise in writing, ownership of the Goods shall not pass to the Customer until the Company has received from the Customer payment for the Goods and all other sums which are due to the Company from the Customer.

- Until the Contract has been passed in accordance with Condition 11(a), the Customer shall: (i) hold the Goods on a fiduciary basis as the Company's bailee; and (ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property; and (iii) not destroy, deface or obscure any identifying mark, serial number or packaging on or relating to the Goods; and (iv) maintain the Goods in satisfactory condition, keep them insured on the Company's behalf for their full Price against all risks and provide the Company with a copy of the insurance policy on request; and (v) deliver up the Goods to the Company on demand.

- The Customer may only resell the Goods before ownership has passed if such sale is made in the ordinary course of the Customer's business at market value and in such a sale the Company's property on the Goods is the Customer's own behalf dealing as principal. The Customer shall hold such part of the proceeds of sale as represents the amount owed by the Customer to the Company for the relevant Goods separately (in a bank account that does not contain any third party monies and is not overdrawn) on trust on behalf of the Company and the Customer shall promptly account to the Seller on such sale.

- The Customer's right to possession of the Goods shall terminate immediately if the Customer: (i) becomes insolvent (as defined in Condition 15(b)); or (ii) suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it; or (iii) fails to observe or perform any of its obligations under the Contract or any other contract it has with the Company; or (iv) encumbers or in any way charges any of the Goods.

- The Company may recover payment for the Goods notwithstanding the fact that ownership of any of the Goods has not passed from the Company to the Customer.

- The Customer grants, and in the case of third parties shall procure, the Company and its agents and employees an irrevocable licence at any time to access and enter any premises where the Goods are or may be stored to inspect, repossess and remove them.

- Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

- Shirers or carriers may possess any Goods or the Customer delivers up any Goods, in accordance with this Condition 11, the Contract in respect of those particular Goods is rescinded.

- On termination of the Contract, however caused, the Company's rights contained in this Condition 11 shall remain in effect.

12. Sizes and Weights etc.

- All sizes stated by the Company or a manufacturer are subject to dimensional tolerances in accordance with the appropriate BSS.
- The Company may deliver to the Customer an excess and/or deficiency of up to 10% of the weight or volume it agrees to deliver without any liability to the Customer and in such circumstances the Price payable by the Customer shall be adjusted accordingly.

- The Company may charge for any packaging provided on a time and materials basis. Charges levied by the Company for crates, cases, pallets or aggregate bags will be credited if reusable items in good condition are returned to the Company carriage paid within 28 days of delivery. Polythene sacks are nonreturnable.

- The Customer is solely responsible for the disposal of any waste arising from the Goods once delivered and will comply with all applicable laws, regulations and waste management licences relating to such waste.

14. Force Majeure

- Any notice may defer the date of delivery or cancel the Contract or reduce the volume of Goods ordered by the Customer (without liability) if it is prevented from or delayed in performing due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15. Default and Termination

- If the Customer becomes insolvent or commits any breach of the Contract the Company may, without prejudice to its other rights, stop any further deliveries.

- For the purposes of Conditions 11(d) and 15(a) “insolvent” means the Customer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, the levying of the threat of execution or distress on any property of the Customer, the appointment of a receiver or administrative receiver over all or any part of the Customer's property, a proposal for a voluntary arrangement or compromise between the Customer or its creditors whether pursuant to the Insolvency Act 1986 or otherwise, the passing of a resolution of voluntary winding-up or summoning a meeting to pass such a resolution other than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for the winding-up of the Customer or an order or resolution in relation to the Customer, the Customer ceasing or threatening to cease to carry on its business or the Company reasonably contemplating that any of the foregoing will occur.

- If the Company is entitled to terminate the Contract under Condition 15(a) the Customer's licence to sell in Condition 10(ii) ends automatically and the Company may, without prejudice to its other rights: (i) in the case of any sale involving more than one delivery forthwith suspend any further deliveries; (ii) demand immediate payment of all sums then payable by the Customer regardless of whether the Customer is in default of the contract under which such sums are payable, including such sums not yet due.

16. Patent and Trade Marks

- No representation is made or warranty given that any Goods supplied do not infringe any letters patent, trademarks, registered designs, or similar intellectual or property rights.
- The Customer will unconditionally fully and effectively indemnify the Company against all losses, damages, costs or expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company as a consequence of the Company supplying Goods to specifications or designs provided by or on behalf of the Customer, including in settlement of any claim for infringement of any patents, copyright, design, trademark or any other industrial or intellectual property rights of any other person.

17. Notices

- Any notice under or in connection with the Contract shall be in permanent readable form and shall be deemed properly delivered if addressed to the party concerned at its principal place of business or last known address and sent by first class pre-paid post. Such notice shall be deemed to be delivered 48 hours after posting.

18. Disputes and Set-Off

- Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these Conditions and the Customer may not withhold or delay payment or exercise any rights of set-off whatsoever and howsoever arising which might otherwise be available to it.

19. Waiver

- No waiver or delay on the part of the Company to exercise any of its rights under the Contract shall waive of those rights, nor shall any single or partial exercise of such rights preclude their further exercise. Any waiver by the Company of any breach by the Customer of any of its obligations under the Contract shall not affect the rights of the Company if there is any further or additional breach.

20. Health & Safety

- Certain Goods could, if incorrectly used, give rise to risks to health and safety. Information in respect of such Goods is available from the Company. The Customer undertakes that it shall ensure compliance so far as is reasonably practicable by its employees, agents, licensees and customers with any instructions given by the Company or the manufacturer for the purpose of ensuring that the Goods are safe and without risk to health when properly used and shall take any other steps or precautions, having regard to the nature of the Goods, as are necessary to preserve the health and safety of persons handling, using or disposing of them.

21. Severability

- Each and every obligation contained in these Conditions is a separate obligation and if any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract shall continue in full force and effect. If any illegal, invalid, void, voidable, unenforceable or unreasonable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. Headings

- The headings in these Conditions are for convenience only and shall not affect their interpretation.

23. Governing Law

- Subject to Condition 23 (b), the Contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts.
- If the Customer is domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or Goods are delivered to the Customer in Scotland, the Company may elect that the Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.

24. Credit Search

TERMS AND CONDITIONS OF SALE FOR SRBE LIMITED - THESE TERMS & CONDITIONS RELATE TO TRADE SALES ONLY AND NOT CONSUMER SALES

In these Conditions “the Company” means SRBE Limited (No. 02683343) including its trading divisions; “these Conditions” means these terms and conditions; “the Customer” means the person, firm or company purchasing the Goods; “the Contract” means the contract for the sale of the Goods made between the Company and the Customer, “the Goods” means the goods, materials or services (including samples, where relevant) which are the subject of the Contract and a “Consumer” means a person who is buying the Goods other than in the course of a business. The statutory rights of a Customer who is a Consumer are not affected by these Conditions.

The Company will make a search with a Credit Reference Agency, who will keep a record of that search and will share the information with the Company and other businesses. In some instances the Company may also make a search on the personal credit file of principal directors. The Company may also pass or share Customer information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. The Company will monitor and record information relating to Customer trade performance and such records will be available to Credit References Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing the Company may also share information with other businesses.

25. Assignment

The Customer may not assign the Contract without the prior written consent of the Company. The Company may assign or sub-contract the Contract or any part of it to any person, firm or company.

26. No Rights to Third Parties

Subject to Condition 25, the parties to the Contract do not intend that any of its terms are enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

27. Guarantee of Sums Due

(a) Where any person or persons (“the Guarantor”) agree to guarantee the performance of the Customer’s financial obligations under the Contract that guarantee (“the Guarantee”) shall be an unconditional and irrevocable guarantee, it is made in consideration of the Company making

available to the Customer a credit account, it is a continuing security and shall not be discharged by any intermediate settlement of the Customer’s credit account nor shall it be affected by any change in the Customer’s credit limit.

(b) The Guarantee shall enure for the benefit of the Company, its successors and assigns and can be assigned in whole or in part by the Company without notice to the Guarantor, its parent or ultimate parent company or any subsidiary of the ultimate parent company.

(c) Where there are two or more Guarantors their obligations shall take effect as joint and several obligations and the Guarantee shall not be revoked or impaired as to a Guarantor by the death, incapacity or insolvency of another.

(d) Regardless of whether a Guarantor ceases to be a director, employee, agent, or otherwise leaves the service of the Customer (notice of any of which the Customer shall immediately give to the Company), no Guarantor shall be discharged or released from his obligations pursuant to the Guarantee unless and until

the Company expressly confirms in writing that he is so discharged or released.

(e) The Company may, at its sole discretion, conditionally or fully release or discharge any Guarantor from his obligations under the Guarantee or accept any composition from or make any other arrangements with any Guarantor without releasing or discharging the other(s) or without prejudicing or affecting the Company’s rights and remedies against