



# Hire of Installation Equipment Terms and Conditions of Hire

## 1 Definitions

**Agreement** means either the contract formed when the Hirer accepts the Order or when the Hire Agreement overleaf is signed by the Hirer each of which incorporate these Conditions.

**Additional Charge** means those charges referred to in Clause 4.

**Business Day** - means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date** means the date and time that the Installation Equipment is delivered to or made available for collection by the Hirer or its agents.

**Conditions** means these terms and conditions.

**Conditions of Supply of Field Engineers** means AFL's standard terms and conditions of supply of Field Engineers.

**Deposit** means the deposit amount set out in the Quotation and/or the Hire Agreement as applicable.

**Delivery** the transfer of physical possession of the Hire Equipment to the Hirer.

**Field Engineer** means each field engineer supplied by the Owner. Or a person approved by the Owner to act as a Field Engineer.

**Hire Agreement** means the agreement appended to these Conditions.

**Hire Charge** means the ongoing hire charges set out in The Sales Order Acknowledgement which cover the duration of the term of hire of the Installation Equipment as well as any additional charges in accordance with clause 4.3.

**Hire Period** means the period set out in The Sales Order Acknowledgement and or hire agreement.

**Hirer** means the company, organisation or person whose details are set out in Sales Order Acknowledgement.

**Installation Equipment** means the SkyWrap® Installation Equipment as set out in The Sales Order Acknowledgement and/or the Hire Agreement.

**Order** the Hirer's order for the hire of the Installation Equipment or the Hirer's acceptance of the Quotation.

**Owner** means AFL Telecommunications Europe Limited (registered no 03971894) whose registered office is at Unit H, Newcombe Drive, Hawkesworth Trading Estate, Swindon, Wiltshire, SN2 1DZ (together with its assigns and successors in title).

**Quotation** means the quotation for the Specified Services sent by the Owner to the Hirer.

**Sales Order Acknowledgement** means the Sales Order Acknowledgement issued by the Owner to the Hirer to which these Terms and Conditions apply.

**Total Loss** means due to the Hirer's default the Installation Equipment is, in the Owner's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**VAT** means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.1 Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

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

1.3 Unless otherwise stated, a reference to a Clause, Sub-clause or Schedule is a reference to a Clause or a Sub-clause of, or a Schedule to, these Terms and Conditions.

## 2 Hire

2.1 The Owner hires to the Hirer the Installation Equipment for the Hire Period at the Hire Charge upon the terms and subject to the conditions contained in these Terms and Conditions.

2.2 These Terms and Conditions relate solely to the hire of the Installation Equipment and shall take precedence over all other terms and conditions in relation to contracts or part of contracts for the hire of Installation Equipment.

## 3 Commencement of hire

3.1 The hiring of the Installation Equipment will commence on the Commencement Date.

3.2 The Owner will use its reasonable endeavours to ensure that the Installation Equipment is available for delivery on the date specified in the Hire Agreement but the Owner shall not incur any liability whatsoever in the event of any delay.

## 4 Deposit, Hire Charge and Additional Charges

4.1 The Hirer shall pay to the Owner the Deposit and Hire Charge such payment to be made on the Commencement Date or such other date specified in The Quotation.

4.2 Where a Deposit is required, the Deposit must be received by the Owner prior to any despatch of the Installation Equipment.

4.3 The Deposit, Hire Charge and any Additional Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by the applicable law.

4.4 The Owner will return the Deposit to the Hirer within 14 days of the return of the Installation Equipment to the Owner, provided that an inspection of the Installation Equipment by the Owner's engineers proves satisfactory.

4.5 All Hire Charges are calculated in accordance with the Owner's current tariff and on the basis that the Hirer's use of the Installation Equipment will be for its intended authorised use. Where the Installation Equipment is used other than for its authorised use the Hirer shall pay on demand such additional charges as the Owner shall levy in its absolute discretion.

4.6 In addition to the Hire Charge and any other charges mentioned elsewhere in these Terms and Conditions the Hirer agrees to pay the following:

4.6.1 where the Owner provides a Field Engineer in accordance with clause 5 below the charges specified in the Conditions for the Supply of Field Engineers;

4.6.2 an additional sum, equal to the Owners then current daily rate, for each day or part day that the Installation Equipment is kept by the Hirer beyond the return date specified in the Sales Order Acknowledgement and/or the Hire agreement as applicable;

4.6.3 all applicable taxes at the prevailing rate; and the cost to the Owner in the repair or replacement of the Installation Equipment where such repair or replacement arises as a result of anything other than fair wear and tear or as a result of the negligence of the Owner.

4.7 Nothing in Clause 4.6.2 above shall confer upon the Hirer any right to the continued use or possession of the Installation Equipment beyond the agreed Hire Period.

4.8 All Additional Charges are payable within 30 days of receipt of the Owner's invoice in respect of the same and shall be payable without deduction or set off.

4.9 If payment is not made on the due date, the Owner shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4 % above the Bank of England base rate from time to time from the due date until the outstanding amount is paid in full.

## 5 Conditions of Use

5.1 The Installation Equipment shall only be used under the guidance of a field engineer approved in advance by the Owner and shall only be used to install goods purchased from the Owner. Where provided for in the Sales Order Acknowledgement the Owner will provide the services of a suitably qualified Field Engineer subject to the Conditions of Supply of Field Engineers. Where the Owner or the Hirer provides the services of a Field Engineer the Field Engineer will be responsible for training and instruction in the operation and care of the Installation Equipment and the approved AFL Telecommunications installation methods. Such Field Engineer will also audit the quality of the installation work and assist in trouble shooting any problems or unforeseen situations that arise.

5.2 The Field Engineer shall carry out a training session at the start of each Hire Period, and record the names of the personnel who have been trained. Only those persons who have been so trained and approved by the Field Engineer may operate the Installation Equipment.

5.3 The Field Engineer shall ensure that all documentation (e.g. installation logs) required by the Owner is completed and returned to the Owner. He or she shall carry out audits during the installation to satisfy himself as far as practical that the installation is being carried out correctly.

5.4 Unless otherwise agreed in writing, during the Hire Period the Field Engineer shall carry out routine maintenance on the Installation Equipment in accordance with the Owner's maintenance instructions. Where the Owner agrees in writing that the Hirer will carry out any routine maintenance, any damage or other loss occasioned by a lack of such maintenance shall be the full responsibility of the Hirer.

5.5 The Installation Equipment along with all original packaging shall be returned to the Owner at the end of the Hire Period in the same condition that it was delivered to the Hirer and if for any reason it, or its original packaging, is not returned in the same condition the Hirer agrees to pay Additional Charges to the Owner in accordance with clause 4.

## 6 Duties of the owner

6.1 The Owner shall unless agreed otherwise, deliver the Installation Equipment in accordance with DAP Incoterms and any returns will be made in accordance with FCA Incoterms.

6.2 The Owner warrants that the Installation Equipment shall substantially conform to its specification (as made available by the Owner), and is fit for its purpose when used in accordance with the Owner's instructions and the provisions of these Terms and Conditions (and not otherwise).

6.3 The Owner limits their liability in relation to this warranty set out in clause 6.2 to the repair or replacement of the Installation Equipment or the return of the Hire Charge whichever the Owner in their absolute discretion decides. The Owner shall not have any liability arising from the breakdown of the Installation Equipment save where such break down arises from the negligence of the Owner.

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

## 7 Liability

7.1 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 Subject to clause 6.3 and 7.3, the Owner's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the total amount paid by the Hirer to the Owner under this Agreement.

7.3 Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for:



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7.3.1 death or personal injury caused by negligence; and  
7.3.2 fraud or fraudulent misrepresentation; and  
7.3.3 breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973.

7.4 This agreement sets forth the full extent of the Owner's obligations and liabilities in respect of the Installation Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in this agreement. Any condition, warranty or other term concerning the Installation Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

7.5 Subject to clause 7.3, neither party shall be liable under this agreement for any:

- (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; or
  - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

## 8 Duties of the Hirer

8.1 The Hirer shall:

- 8.1.1 ensure that the Installation Equipment is used only for its intended purpose, by authorised personnel, in accordance with the Owners instructions and under the supervision of a Field Engineer approved in advance by the Owner;
  - 8.1.2 take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Installation 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;
  - 8.1.3 ensure that all such operators fulfil the minimum statutory and local electricity authority requirements relating to working on power lines.
  - 8.1.4 ensure that the correct fuel is used at all times and that the Installation Equipment is properly stored when not in use.
  - 8.1.5 pay all Hire Charges and Additional Charges referred to in Clause 4;
  - 8.1.6 inform the Owner immediately in writing should there be any fault with the Installation Equipment;
  - 8.1.7 return the Installation Equipment to the Owner at the end of the Hire Period;
  - 8.1.8 indemnify the Owner against all fines, penalties and liabilities imposed on the Owner or arising in respect of any non-compliance or contravention of law or regulation by the hirer, together with any costs or expense relating thereto incurred by the Owner;
  - 8.1.9 maintain at its own expense the Installation Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall bear the cost of the repair or rectification of any damage to the Installation Equipment resulting from negligence or improper use of the Installation Equipment by the Hirer or any person permitted by the Hirer to use the Installation Equipment;
  - 8.1.10 not sell, assign, mortgage, let or hire or otherwise dispose of or part with possession of the Installation Equipment or part thereof nor attempt or purport to do so;
  - 8.1.11 not allow the Installation Equipment to be used in contravention of any national or international statutory health and safety or environmental regulations and/or guidelines, or applicable Electricity Authority regulations and guidelines and any breach of any Environmental, Health and Safety regulation or guideline is a violation of these Terms and Conditions;
  - 8.1.12 not effect any mechanical or other modification or make any alterations or additions to the Installation Equipment;
  - 8.1.13 unless the Owner agrees to the contrary only use the lifting equipment supplied as part of the Installation Equipment;
  - 8.1.14 where a Field Engineer is supplied by the Owner provide that Field Engineer with all reasonable facilities and services in order to enable him to carry out his duties (see QD10181);
  - 8.1.15 keep the Owner fully informed of all material matters relating to the Installation Equipment;
  - 8.1.16 permit the Owner or its duly authorised representative to inspect the Installation Equipment at all reasonable times and for such purpose to enter any premises at which the Installation Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 8.1.17 maintain operating and maintenance records of the Installation Equipment and make copies of such records readily available to the Owner, together with such additional information as the Lessor may reasonably require; and
  - 8.1.18 not do or permit to be done anything which could invalidate the insurances referred to in clause 8.3.
- 8.2 In accordance with clause 10.2 in the event of loss, damages or theft of the Installation Equipment while on hire, the Hirer shall immediately notify and pay the Owner on demand the amount of all resulting damages, loss in value and loss of hire charge income.
- 8.3 The Hirer shall take out and maintain throughout the Hire Period third party liability insurance coverage for all persons using the Installation Equipment. This policy must state AFL Telecommunications Europe Ltd as joint insured and meet all applicable UK statutory requirements as well as any statutory requirements of the jurisdiction where the Installation Equipment is operated or stored and must protect the Owner, the Hirer and/or any authorised user of the Installation Equipment against legal claims from third parties for personal injury or material damage caused by the

use of the Installation Equipment.

8.4 When returning the Installation Equipment to the Owner the Hirer shall:

- 8.4.1 securely repackage the Installation Equipment in the original packaging in accordance with Schedule 1 Installation Equipment Packing Instructions; and
- 8.4.2 where the Installation Equipment contains a fuel tank of any nature, the Hirer is to ensure that all fuels are drained from said tanks in preparation for shipment and agrees to fully indemnify the Owner for any loss whatsoever caused to the Owner or the Owner's property by its failure to do so.

## 9 Confidentiality

9.1 The Owner may from time to time disclose to the Hirer information of a confidential nature concerning AFL and its products including (without limitation) information of a commercial nature relating to AFL or its business and information relating to the design, engineering, planning, machinery and installation methods and use of all AFL products (**Confidential Information**).

9.2 The Hirer agrees that it shall at all times keep confidential and will not use, exploit, disclose or otherwise benefit from the Confidential Information, without the prior written consent of the Owner.

9.3 The Hirer further agrees that the Confidential Information remains at all times the property of the Owner, both throughout the duration of this agreement and indefinitely thereafter.

9.4 All documents and other records in whatever form containing Confidential Information shall be returned to the Owner immediately upon the Owner's request and in any event at the end of the Hire Period or upon termination of these Terms and Conditions.

## 10 General liability

10.1 The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owner as a result of any accident involving the Installation Equipment (save for death or personal injury resulting from the negligence of the Owner, its employees or agents).

10.2 The Hirer shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Hirer in the discharge of its obligations under these Terms and Conditions.

## 11 Ownership

11.1 The Installation Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Installation Equipment (save the right to possession and use of the Installation Equipment subject to the terms and conditions of this agreement)

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

11.2.1 insurance of the Installation 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 the Hirer may from time to time nominate in writing;

11.2.2 insurance for such amounts as a prudent owner or operator of the Installation Equipment would insure for, or such amount as the Owner may require in accordance with this agreement or 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 Installation Equipment;

and

11.2.3 insurance against such other or further risks relating to the Installation Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.

11.3 All insurance policies procured by the Hirer shall be endorsed to provide the Owner 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 the Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Installation Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

11.4 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Installation Equipment arising out of or in connection with the Hirer's possession or use of the Installation Equipment.

11.5 If the Hirer fails to effect or maintain any of the insurances required under this agreement, the Owner 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 Hirer.

11.6 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

## 12 Termination

12.1 If the Hirer shall fail to pay any Hire Charge or other sum payable under these Terms and Conditions within 14 days of its becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of these



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Terms and Conditions (or of the terms and conditions of any such agreement as aforesaid) or shall do or allow to be done any act or thing which in the opinion of the Owner may jeopardise the Owner's rights in the Installation Equipment or any part thereof, then in each and every such case the Hirer shall be deemed to have repudiated these Terms and Conditions of hire and the Owner may thereupon forthwith terminate these Terms and Conditions by notice in writing to the Hirer

12.2 If any of the following events shall occur, namely:

12.2.1 if any distress, execution, or other legal process shall be levied on or against the Installation Equipment or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property or the Hirer shall permit any judgement against it to remain unsatisfied for seven days; or

12.2.2 if the Hirer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order; or

12.2.3 the Hirer 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 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

12.2.4 the Hirer 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 other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

12.2.5 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 Hirer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

12.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);

12.2.7 the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.2.8 a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;

12.2.9 a creditor or encumbrancer of the Hirer 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 Hirer's assets and such attachment or process is not discharged within 14 days;

12.2.10 any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.3 to clause 12.2.9 (inclusive); or

12.2.11 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3 If the Owner at any time commit a material breach of any of the terms and conditions whether express or implied of these Terms and Conditions then (provided the Hirer is not itself also in breach) and such a material breach remains un-remedied after 30 days, the Hirer may return the Installation Equipment and (without prejudice to its right to claim damages for that breach) by notice in writing to the Owner for all purposes forthwith terminate the hire constituted by these Terms and Conditions.

12.4 For the purposes of clause 12.1 and 12.3 a material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Owner would otherwise derive from:

12.4.1 a substantial portion of this Agreement; or

12.4.2 any of the obligations set out in clause 7, over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident mishap, mistake or misunderstanding.

12.5 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Installation Equipment.

12.6 The termination of the hire constituted by these Terms and Conditions shall not affect any rights of the Owner or liabilities of the Hirer subsisting at the date of termination.

### 13 Consequences of Termination

13.1 Upon termination of this Agreement, however caused:

13.1.1 the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and

13.1.2 without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:

13.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4;

13.1.2.2 any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

13.2 Upon termination of this Agreement pursuant to clause 12.1, any other repudiation of this Agreement by the Hirer which is accepted by the Owner or pursuant to clause 12.1, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Hire Charge 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 Hire Period, less:

13.2.1 the Owner's, or its insurers, reasonable assessment of the market value of the Installation Equipment on sale.

13.3 The sums payable pursuant to clause 13.2 shall be agreed compensation for the Owner's loss and shall be payable in addition to the sums payable pursuant to clause 13.3.1. Such sums may be partly or wholly recovered from any Deposit.

13.4 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.

### 14 Concurrent remedies

No right or remedy herein conferred upon or reserved to the Owner is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

### 15 Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving fourteen days' written notice to the affected party.

### 16 Confidential Information

16.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.

16.2 Each party may disclose the other party's confidential information:

16.2.1 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

16.2.2 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, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### 18 Entire Agreement

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### 19 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 20 No Partnership or Agency

20.1 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.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### 21 Further Assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

### 22 Counterparts

22.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall



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together constitute the one agreement.

22.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If email delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

22.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## 23 Third Party Rights

23.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 24 Notices

24.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

24.1.1 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

24.1.2 where sent by email to the Owner the email address is:  
[Contract.Notices@AFLGlobal.com](mailto:Contract.Notices@AFLGlobal.com).

24.1.3 where sent by email to the Hirer, to the email address provided by the Hirer to the Owner.

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

24.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and

24.2.3 if sent by pre-paid air mail providing proof of postage, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service, if applicable; or

24.2.4 if delivered by international or domestic commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

24.2.5 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business hours resume. In this clause 24, business

hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 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.

## 25 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.

## 26 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.

## 27 Severance

27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

27.2 If any provision or part-provision of this Agreement is deemed deleted under clause 27.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 28 Jurisdiction

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

## 29 Disputes

Any dispute arising under or in connection with this Agreement shall be referred to arbitration at the London Chamber of Arbitration.



# Hire of Installation Equipment Terms and Conditions of Hire

## Schedule 1 – Installation Equipment Packing Instructions

### MBP 2.4 INSTALLATION EQUIPMENT PACKING INSTRUCTIONS

**Written By:** Paul Gale

**Issue No:** 02

**Approved by:** Duane Cox

**Date:** 27/11/2019

#### Revision History

Revision	Date	7 Reason for Change	8 Issue	9 Approve
01	22/03/17	Initial Issue	Paul Gale	QM
02	27/11/19	Packaging information and dangerous goods (Fuel Tanks and Batteries)	Paul Gale	Duane Cox

#### Abbreviations and Definitions Used

AFL	American Fujikura Ltd.
KG	Kilogram
V	Voltage

#### Reference Documents

Regulations	Dangerous Goods Regulations (DGR) - Latest Edition
QD-10232A	Equipment Despatch Form
QD-10362	Additional Equipment Request Form
MBP 2.3	Equipment Request / Return Instructions – Work Instruction



## Hire of Installation Equipment Terms and Conditions of Hire

### Requirement:

The packing of installation equipment support projects is required to prevent damage, loss or contamination during transportation. It also ensure that unless otherwise requested, a standard quantity of spares and ancillary items are include.

There are two methods of transportation

1. Courier

Courier consists of equipment being transported by road, sea or air. Equipment is to be packed into transportation boxes or protected by other means, weighed and labelled.

2. AFL Field Engineer

Transportation by an AFL Field Engineer is carried out by the means of private, company, rented or leased vehicles.

Equipment and items for packing are requested by the instructions set out in MBP 2.3 (Equipment Request / Return Instructions).

All equipment, serial number, ancillary items and spare items are to be recorded using form QD-10232A (Equipment Despatch Form) or QD-10362 (Additional Equipment Request form) and entered into the Maintenance data base for tracking and costing.

### Method:

#### 1. Courier

The following method for packing equipment should be used as guidance.

#### Tug



Place the tug on to its transportation pallet and retain with straps.



Collate the remote control, batteries, charger, lead, spares, oil, spill kit, recovery beak and trolley (if requested), wrap or place into a container to protect as required.



Position the enclosure, place the remote control, batteries, charger, lead, spares, oil, spill kit, recovery beak and trolley (if requested) into the crate, Position the lid, strap and weigh, complete and attach a weight /project label.

When packing the AFL Remote Controlled Tugs in readiness for return to AFL (off hire):

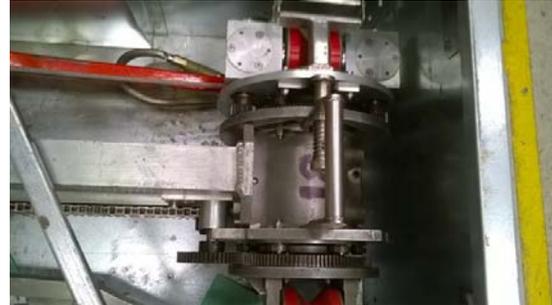
- Remove all excess fuel from the tank.
- Run the engine until any surplus fuel has been consumed
- Prior to packing the Tug:
  - Remove the Fuel Cap (this can be secured by tape to the fuel tank)
  - Disconnect the fuel line from the fuel tank
- Ensure the batteries are disconnected and placed in a separate container (provided), any exposed battery terminals are to be covered with electrical tape.

This procedure must be followed for all AFL Remote Controlled Tugs (2WD, 4WD and Uenzelmann)

### Spinner set

The requested spinner sets are secured as required within the spinner transportation container. The required spares, mounting bolts, number of weights specified on the requisition and other ancillary items are to be wrapped and secured within the container. If not specified, quantities are as per inventory section of this instruction.

The containers are to be closed and sealed, weighed and have a weight / project label or return label attached.



### Lifting Equipment

Position Jib top within the spinner crate as shown above and secure. Large jib tops are to be sent separately, wrapped for protection and have a weight / project label attached.

Webbing sling / Lanyard, Top clamp and Bottom Clamp with Rope are to be positioned within the spinner crate as shown above.

Select the required number of jib poles and wrap ends to protect. Cover opened end with tape and secure together if required with black tape. Attach a weight / project label.



Jib Poles



## Hire of Installation Equipment Terms and Conditions of Hire

### Recovery equipment



Pack the required number of recovery rollers into a box with a wooden base and tape closed, then strap. Weigh and attached a weight / project label.

### Other Equipment

Other equipment is to be shipped within the available crates or within the dedicated transportation container.

## **2. AFL Field Engineer**

All installation equipment requested by projects which is to be transported by an AFL Field Engineer will be placed into the requested vehicle and secured by the AFL Field Engineer to prevent damage.



# Hire of Installation Equipment Terms and Conditions of Hire

## Agreement for the Hire of Installation Equipment

This form (the Hire Agreement) must be fully completed and signed by the Hirer and returned to the Owner before any Installation Equipment can be dispatched.

Hire of the Installation Equipment is subject to availability and the Installation Equipment can only be reserved once a fully completed and signed Hire Agreement has been received correctly referencing the Installation Equipment to be hired.

### Equipment and Hire Details

Description	Qty
Remote Controlled Tug (Incl. Remote Control Transmitter and Receiver)	
Mk6 Spinning Machine (Consisting of Body, Back Tension Arm, Counterbalance Arm and Reel Arm)	
Mk8 Spinning Machine	
Lifting Set (Jib Pole, Jib Top, Fixing Brackets Top & Bottom, Safety Strop)	
Recovery Trolley	
Recovery Beak	
Recovery Rollers	
Recovery Basket (Inc. Attachment Trolley)	
Aircraft Warning Ball Trolley	
Other (Specify):	

Equipment Replacement Value (GBP): ..... Deposit Amount (GBP): .....

Agreed Commencement Date: .....

Agreed Rental Price:	Unit (Day/Week/Month/Year)	Qty	Unit Rate	Total	Currency
Hire of SkyWrap Installation Equipment					

Requested Delivery Date: .....

Location (Address where the equipment will be delivered to and collected from):

.....  
.....

### Hirer's Details

Company Name (in full).....

Place of incorporation..... Company Registration number.....

Company Address (if different from location above).....

.....

### Declaration:

We, the Hirer agree to the hire of the Installation Equipment on the terms as set out in this Hire Agreement and subject to the Terms and Conditions of Hire as set out in this document (QD-10237 Hire of Installation Equipment Terms and Conditions of Hire).

Authorised Signature..... Position.....

Print Name..... Date.....