

1 TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES PROVIDED BY BLADE ACCESS SPECIALISTS LTD UNDER THIS CONTRACT.

- 1.1 Blade Access Specialists Ltd ("BLADE") will provide and the customer will accept the services specified within any quotation which Schedule or Schedules are hereby incorporated into this contract.
- 1.2 All items of equipment, machinery, materials and any other items allocated as a part of any service provided under this Contract shall remain the sole and absolute property of Blade.
- 1.3 The customer shall maintain at all times at its own cost and keep in force a fully comprehensive policy of insurance to insure all items of equipment machinery materials and any other items allocated as part of any service provided under this contract by Blade whilst the same are in the Customer's possession for the full current reinstatement value thereof against all loss or damage howsoever caused.
- 1.4 The Customer shall supply free of charge all necessary light, power, hot water and other facilities which may be required to enable Blade to carry out any service to be provided under this contract.
- 1.5 The customer shall provide adequate secure accommodation for all items of equipment, machinery, materials and any other items allocated as part of any service provided under this contract.
- 1.6 The Customer shall ensure that Blade is allowed access at all reasonable times to the Customers premises to enable Blade to carry out the services in accordance with this contract. If the Customer prevents Blade employees, its servants or its agents from carrying out its duties Blade will be considered as having performed its obligations and the sum due for such period will be payable by the Customer.
- 1.7 Blade shall be under no obligation to supply new items of equipment machinery materials or any other items for use on the customer's premises whether initially or any time during the Contract period providing the same are in good repair.
- 1.8 Where Blade's charges relate to Contract Cleaning they have been calculated over a complete year and are based on a standard of service rather than a mere labour content and, consequently, shift times are provided for guidance only. The Contracted charge for Contract Cleaning is payable in respect of fifty-two weeks each year at Blade's then current weekly rate settlement being due thirty days nett after the date of invoice. No credit will be due when cleaning schedules have to be revised as a result of Public Holidays or for any reason beyond the control of Blade. In the case of all other services provided under this Contract Blade's obligation shall be deemed to be complete upon the signing by the Customer of Blade's Standard Satisfaction Note and the charges due shall be payable in full by the customer settlement being due seven days nett after the date of invoice. All sums payable under this Contract unless otherwise stated are exclusive of Value Added Tax ("VAT") and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums. Failure on the part of the Customer to make punctual payment of all sums due to Blade under the terms of this Contract shall where applicable entitle Blade to:-
- 1.8.1 charge interest on the sums outstanding from the due date until payment at 4% over The Royal Bank of Scotland's Base Lending Rate at the time outstanding and/or
- 1.8.2 terminate or discontinue work immediately and to claim the full sum for all work completed to the date of such termination plus damages for loss of revenue for the notice period specified at clause 2.1 and any collection costs incurred. Such action will neither invalidate this contract nor constitute a breach of this Contract by Blade.
- 1.9 The Customer shall not sell, sublet, assign, pledge, mortgage, incur, part or otherwise deal with any equipment machinery materials or any other items supplied as part of any service provided under this contract or any interest therein.
- 1.10 The Customer shall indemnify and keep indemnified Blade from and against any and all claims demands losses damage and liabilities (whether criminal or civil) suffered (and legal fees and costs incurred) by reason of any loss injury or damage caused by or as a result of the presence or use of any equipment machinery materials or other items allocated as part of any service provided under this Contract or from any breach of this Contract by the Customer including any of default of the Customer's employees or agents or any breaches resulting in any successful claim by any third party against Blade.
- 1.11 Blade may use the services of sub-contractors for a portion or for the whole of the work specified in any quotation or Purchase Order placed with Blade. Such sub-contractors will be approved by Blade prior to any commencement of works.
- 1.12 Blade shall not be liable to the Customer for loss or damage to the Customers property unless the same shall have been due to the negligence or other failure of Blade to perform its obligations under this Contract or under the general law.
- 1.13 The services and or machinery offered under this Contract are solely those as specified within our quotations. Any securing other the Customer's premises including the setting of alarms does not form a part of this Contract and as such is undertaken on the express understanding that this is at the Customer's own risk and the Customer hereby agrees to bear any consequential loss incurred in relation to this matter.
- 1.14 Blade may assign this contract with all its rights hereunder
- 1.15 Quite apart from anything containing in Clause 1.8 in the event of a Customer failing to comply with any of the Terms and Conditions of this Contract or in the event of the levying of any distress or execution against the Customer or the making by the Customer of any composition or arrangement with its creditors or being a company, the Customer's liquidation administration or receivership or being an individual, entering into bankruptcy or an individual voluntary arrangement, Blade shall be entitled without notice to terminate this contract and to retake possession of any equipment machinery materials or other items allocated as part of any service provided under this Contract. On such termination the Customer shall immediately pay to Blade all arrears of payments and any other sums due under this Contract, Blade being entitled to charge interest on any sums due.
- 1.16 The customer shall ensure that its premises or work site comply with all Health and Safety legislation from time to time in force and without prejudice to the generality of the foregoing Blade shall not be required to clean any premises or windows of the Customer where the state of repair of such premises or windows or the state of repair of an adjacent premises in the opinion of Blade or its Foreman or Supervisor or operative constitutes undue risk of danger for Blade or its employees or agents or where there are any other relevant circumstances which might otherwise place Blade in breach of such Health and Safety legislation or might otherwise lead to accident or injury.
- 1.17 It is condition of this Contract that the Customer will not, except with Blade's written consent, during the continuation of this Contract or within a period of twelve months from the date of termination of this Contract offer or give employment to any of the employees of Blade nor entice nor solicit nor in any manner be concerned in introducing any of them to the employment of any other person firm or company other than as may be dictated by legislation or law.
- 1.18 The customer will allow Blade a reasonable period of time from the date of commencement of this Contract to secure a stable staff and to establish procedures for performing against the works specification.
- 1.19 Where this proposal has been prepared using Customer's plans or whilst the Customer's premises where surveyed when unoccupied or not operational or has been prepared based upon the information available from the Customer at the time of survey, Blade reserves the right to revisit the premises following the commencement of this Contract and to amend the specification and charges as appropriate. Blade further reserves the right to charge for any addition unanticipated work done between the time this Contract commences and the time of any such amendment.
- 1.20 Blade's obligations are limited to carrying out the tasks specified in the specification. Verbal arrangements will not form a part of this Contract. No agent employee or servant of Blade has any authority to vary in any way the terms of this Contract. If any variations are made to the Terms of this Contract they shall be embodied in letters to be written by and between duly authorised officers of Blade and the Customer and such variations shall, only once agreed to, be deemed to be incorporated into this Contract.
- 1.21 It shall be assumed that if no written notification is received by Blade the services specified in our quotation/s are giving satisfaction to the Customer and are being performed efficiently. Any failure to provide the service specified by Blade should be reported to Blade within 48 hours by telephone with confirmation in writing within seven days of occurrence. Blade cannot be liable for any claim that may arise that is not notified within this specified period of time.
- 1.22 Where, due to the Customer's business, it is appropriate for the Company to obtain Disclosures relating to its employees at that site, the Customer agrees to re-imburse the Company for all costs incurred in obtaining such disclosures.

SPECIFIC TERMS AND CONDITIONS FOR THE HIRING OF PLANT 2011 – BLADE ACCESS SPECIALISTS LTD.

1. DEFINITIONS

- (a) The "Owner" is the Company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.
- (b) 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.
- (c) "Plant" covers all classes of plant, machinery, equipment and accessories therefore, which the Owner agrees to hire to the Hirer.
- (d) Blade Access Specialists Ltd "office hours" are Monday to Friday excluding bank holidays, public holidays and any other national holidays. Our office hours are 08:00 hours to 17:30 hours each working day Monday to Friday. Our office hours do not include Saturdays and Sundays.
- (d) A "day" shall be 8 site hours, unless otherwise specified in the Contract or Quotation. Where plant equipment has been supplied on a 'Operated Hire Basis' then overtime will be charged on a 'Per Hour Minimum Basis' after 8 site hours unless otherwise agreed or stated within our quotation/s. Any breaks/downtime other than breakdowns will be included within the 8 hours on site.
- (e) A "working week" covers the period from starting time on Monday to finishing time on Friday unless otherwise specified.
- (f) 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.
- (g) A "Consumer Contract" is a contract entered into with a person acting in his own capacity and not for or on behalf of any business or trade entity.

2. EXTENT OF CONTRACT

No conditions other than specifically set forth in the Offer and Acceptance and herein shall be deemed to be incorporated in 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 and Acceptance. The Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it 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 agreed in writing.

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access 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 alone shall be 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 the terms of the Contract and to the Hirer's satisfaction, provided that where plant requires to be erected on site, the periods above stated shall be calculated from the date of completed erection of plant. The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).
- (b) The Hirer shall when hiring plant without Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the plant. If such plant be continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- (c) The current 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 hire.

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 possible, such work will be carried out at times to suit the convenience of the Hirer.

7. TIMBER MATS OR EQUIVALENT

- (a) If the ground (including any private access road or track) is soft or unsuitable for the plant to work on, travel, or be transported over without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position for the plant to travel over, work on, or be transported over, including for the purpose of delivery and collection.
- (b) Where the hire is for lifting equipment, any sound timber or other material supplied by the Owner for use with outriggers/stabilisers is provided solely to assist the Hirer and expressly not relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the lifting equipment under the imposed loading.

8. HANDLING OF PLANT

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) who also shall be responsible for all claims arising in connection with the operation of the plant by the said drivers/operators/persons. The Hirer shall not allow any other person to operate such plant without the Owner's previous consent to be confirmed in writing.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

- (a) When the plant is hired without the Owner's driver or operator any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date of notification.
- (b) Full allowance for the hire charges and for the reasonable cost of repairs that have been authorised by the Owner will be made to the Hirer for any stoppage due to breakdown of 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 the plant without the written authority 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/repared without awaiting authorisation from the Owner. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre and the repair of any puncture.
- (d) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner 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 loss 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" or for "Idle Time", as herein provided), for stoppages through causes outside the Owner's control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any plant from soft ground.

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 a 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.

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 this Agreement.

(b) During the continuance of the hire 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 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 respect of all costs and charges 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 settlement has been effected.

(c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury due to or arising:

(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, always provided 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 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 notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. In relation to any claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

15. RE-HIRING ETC

The plant or any part thereof shall not be re-hired, sub-let, or lent to any third party without the 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 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 he may arrange for such repairs to be carried out on site or at any location of his nomination. In that event 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 determine 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 determination occurs:

(a) within three months from the commencement of hire, 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 hire, 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 week an accurate statement of the number of hours the plant has worked each day. Where the plant is accompanied by the Owner's driver or operator, the Hirer shall sign the employee's Satisfaction Time Record Sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the Time Record Sheets including any overtime which may not be listed on the Hirer's Purchase Order to the Owner.

(b) Where Plant is supplied on a 'Operated Basis', any overtime after a minimum of 8 site hours or any other pre-agreed minimum day working hours will be charged hourly Pro Rata plus 20% unless agreed otherwise. Overtime will always be charged in hourly units rounded up to the next hour. Any breaks/downtime taken will be included in these 8 hours and overtime chargeable after this.

(c) 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 this Agreement.

(d) Breakdown time in respect of such periods shall be allowed for not more than 8 hours per day less the actual hours worked.

(e) Plant shall be hired out either:

(i) for a stated minimum number of hours per day or per 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.

(f) 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.

(g) In the case of plant which requires 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 hire, such modification of the hire charge and the period for which it shall apply shall be stated on the Hire 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

If no breakdown occurs, the full hire for the minimum period in the Contract will be charged and an addition 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 week of 39 hours shall be reduced by 8 hours Monday to Thursday and 7 hours Friday for each day's statutory holiday occurring in such week, provided that the plant does not work on the holiday.

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 HIRE

CANCELLATION OF HIRES – SPECIFIC TO TRUCK MOUNTED ACCESS PLATFORMS

Operated Hire of Plant Equipment Cancellation – 45m Platforms and above (where no other terms are agreed).

- (a) A minimum of two working days/48 hours cancellation notice is required to cancel or postpone a hire without charge.
- (b) Where notice of hire cancellation is received by our office with less than the minimum two working days cancellation period then the following charges will apply:
1. The first day of the hire will be charged in full – 100%
 2. If applicable, the next consecutive hire day will be charged at 66% of the minimum daily hire rate.

(c) Saturdays and Sundays are not classed as working days and do not form part of the Blade Access Specialists Ltd office working hours. This should be considered when cancelling or postponing hires for Truck Mounted Access Platforms of 45m and above (where no other terms are agreed).

Operated Hire of Plant Equipment Cancellation – 44m Platforms and below (where no other terms are agreed).

- (d) A minimum of one working days/24 hours cancellation notice is required to cancel or postpone a hire without charge.
- (e) Where notice of hire cancellation is received the working day preceding commencement of the first day of the hire before 16:30 hours then 66% of the first days hire will be charged.
- (f) Where notice of hire cancellation is received the working day preceding commencement of the first day of the hire after 16:30 hours then 100% of the first days hire will be charged.
- (g) Saturdays and Sundays are not classed as working days and do not form part of the Blade Access Specialists Ltd office working hours. This should be considered when cancelling or postponing hires for Truck Mounted Access Platforms of 44m and below (where no other terms are agreed).

(h) Where Blade incur additional pre-hire costs in relation to Hire Cars, Ferry Costs, Accommodation costs, Council Permits or any other costs associated with a machine hire in advance will be charged in full in the event of a hire been cancelled or postponed.

(TRANSPORT OF PLANT)

(i) 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 be used on day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day be 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 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.

(j) An allowance of not more than one day's travelling time shall be allowed when the plant is travelling to a site other than that specified in the Contract provided that:

- (1) consent to such transfer has been given by the Owner under Clause 16, and,
- (2) the plant is moved by means other than under its own power, and,
- (3) the plant shall have been on the site specified in the Contract or on any other site to which consent to transfer has been given under Clause 16 for a period of at least 14 days.

24. WEATHER CONDITIONS

Hires will be fully chargeable in the event a hire will need to be postponed due to weather conditions be it too cold, too hot, snow, rain, wind, ice, fog etc. The standard cancellation terms (Clause 23) will take effect.

25. NOTICE OF TERMINATION OF CONTRACT

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable 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 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.

26. IDLE TIME

When plant is prevented by prolonged inclement weather from working for a complete week, the charge shall be two thirds of the hire rate or such other idle time as is stated in the Offer. If the plant works for any time during the guaranteed hire period, then the whole of that guaranteed minimum period shall be charged as working time. In any case no period less than one 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 charged on the machine element only. Full rate will be charged for the operator.

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

All chargeable items shall be paid by the Hirer at the rates contracted 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 employer's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

28. TRAVELLING TIME AND FARES

Travelling time and fares for drivers, operators and any person supplied by the Owner, similar expenses 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.

29. 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.

30. SHARPENING OF DRILLS/STEELS, ETC.

The cost of re-sharpening shall be borne by the Hirer.

31. 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.

32. 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 named depot or other agreed location on completion of the hire period.

33. GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including Regulations under the Factories Acts, Health and Safety at Work Act etc. and observance of 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.

34. 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) If the Hirer make default in punctual payment of all sums due to the Owner for hire of plant or other charges or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or 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 shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant may be

prejudiced or put into jeopardy, this Contract may forthwith be determined by notice from the Owner to the Hirer (notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature). The Contract shall thereupon be deemed determined by reason of the Hirer's breach and it shall be lawful for the Owner to retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this Condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or any of the Owner's rights and remedies. In particular, without limitation, the Owner shall be entitled to claim the hire charges outstanding as at the date of determination of the hire under this Clause, return transport charges under Clause 31, and damages for the Hirer's actual or deemed breach of the Contract under this Clause.

35. 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 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
- (d) and
- (e), 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.

36. DISPUTE RESOLUTION

(a) If the original site is in England or Wales, the proper law of the Contract shall be English law. If the original site is in Scotland, the Contract shall in all respects be construed and operated as a Scottish Contract, and shall be interpreted in accordance with Scots law. If the original site is in Northern Ireland, the proper law of the Contract shall be Northern Ireland law.

(b) The Scheme for Construction Contracts contained in the Scheme for Construction Contracts

(England and Wales) Regulations 1998, or any amendment or re-enactment thereof for the time being in force, shall apply to the Contract. 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. In paragraph 21 of the Scheme "this paragraph" shall be deleted and "paragraph 20" substituted.

(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.

37. SITE SURVEYS

(a) Site Surveys will be completed by Blade Access Specialists Ltd at the request of the Hirer to provide an indication only of the type of Mobile Elevating Work Platform (MEWP) that would be best suited for the site works.

(b) A completed site survey does not guarantee that a recommended Mobile Elevating Work Platform will definitely reach all required areas.

(c) Blade Access Specialists Ltd will not be liable for any site condition changes between a survey being completed and the Mobile Elevating Work Platform attending site.

(d) Blade Access Specialists Ltd will not accept any liability for any consequential losses what so ever in relation to a MEWP not allowing the Hirer to complete their work duties irrespective of a site survey being completed or not.

38. GROUND CONDITIONS

(a) The Hirer is responsible for ensuring suitable ground conditions for erection, operation and dismantling of the plant.

(b) No responsibility can be accepted by the owner for damage to any surface over which the equipment has to be moved to reach its intended position.

(c) The Hirer should take steps to protect such surfaces (paving slabs, soft ground etc.) before delivery of the equipment.

38. ADVICE ON THE HIRERS OPERATIONS

Under the Contract of Hire, the Plant Owner, its representatives, agents or operators are not obliged to give nor are they responsible for the giving of advice as to the planning, supervision or control of the Hirer's operations. If, for any reason, any such person gives information or advice on any matter connected with the Hirer's operations such information or advice is given on the basis that no legal liability therefore shall attach to that person or to the Owner and the Hirer shall indemnify such person and the Owner against all claims arising from the giving of such information or advice (whether such person is negligent or otherwise in breach of duty).

39. SITE ACCESS

The Hirer, is responsible for the provision of free and suitable access to and from site, including the removal and reinstatement of local obstructions.

40. ADDITIONAL GENERAL CONDITIONS

(a) For insurance purposes, the equipment is the responsibility of the Hirer from the time of delivery to site and all risks insurance cover is required from the time of delivery until the equipment leaves site.

(b) The phrase "driver or operator" in Condition 8 of the model conditions shall include any person supplied by the Owner to assist in driving or operating the plant including rigging.

(c) Where required, reinstatement of fixing holes drilled in the building is the responsibility of the Hirer.

(d) It is the Hirer's responsibility where required to provide a 16 amp 3 phase and earth supply to the base of each machine. Subject to being requested by the Hirer the power supply may be installed by the Owner.

(e) It is a health and safety executive requirement that rack and pinion work platforms are inspected weekly by a competent person. Site personnel appointed by the Hirer can be trained by the Owner to carry out this inspection. Should the owner be required to carry out these inspections there would be a charge for each inspection.

(f) No alteration to any condition of hire may be made other than in writing from BLADE Access Specialists Ltd.

41. PAYMENT TERMS

Payment of the Company's hire charges shall be made by a hirer with an approved credit account not later than 30 DAYS NETT from the date of invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the Period of Hire. Punctual payment of each invoice shall be of the essence. We reserve the right to offset any amounts due to the hirer from BLADE Access Specialists Ltd against unpaid invoices.

By signing the Application for Credit Account Form (Page One) you/your company agrees to all the Terms and Conditions stated under headings "TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES PROVIDED BY BLADE ACCESS SPECIALISTS LTD UNDER THIS CONTRACT" and "MODEL CONDITIONS FOR THE HIRING OF PLANT 2011 – BLADE ACCESS SPECIALISTS LTD".

These terms and conditions will form the basis of all hire contracts between Blade Access Specialists Ltd and the Hirer unless otherwise stated in writing by Blade Access Specialists Ltd.

Signed

Dated