

Mountain Trailers Limited

Terms and Conditions of Trade (Plant Hire)

1. **Interpretation**
 - 1.1 In these Conditions, the definitions in schedule 1 shall apply.
 - 1.2 In these Conditions, the following rules apply:
 - 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
 - 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.2.4 The terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.2.5 A reference to writing or written includes faxes and e-mails.
2. **Information about us**
 - 2.1 We are Mountain Trailers Limited, a company registered in England and Wales under company number 10081479 and with our registered office at 45 Coal Pit Lane, Lower Cumberworth, Huddersfield, West Yorkshire, United Kingdom, HD8 8PL. Our main trading address is our registered office. Our VAT number is 248 3415 03.
3. **How the Agreement is formed between you and us**
 - 3.1 You appoint us to provide plant hire services, which may include the services described in these Conditions and which are more particularly described in the Hire Particulars ('**the Hire Services**').
 - 3.2 You are a hirer of the Plant from the date that you and we agree ('**the Service Commencement Date**') until your rights are terminated under these Conditions. The Agreement between us will only be formed when (i) you sign these Conditions or (ii) you accept delivery of the Plant at the Customer Depot or (iii) you or your agents collect the Plant from the Depot.
 - 3.3 The Agreement will relate only to the Services which we agree to perform as detailed in the Hire Particulars. We will not be obliged to supply any other services.
 - 3.4 We can sub-contract any and all of our obligations to other people.
4. **Delivery of Plant**
 - 4.1 Where Plant is delivered by us to the Customer Depot, or collected by us from the Customer Depot, you shall ensure that we have free and unobstructed access to the Customer Depot for such purpose. Where we are unable to effect delivery of the Plant because the Customer Depot is obstructed or we are otherwise unable to gain access at the agreed time of delivery, we reserve the right to charge a reasonable fee for the cost of such failed delivery.
 - 4.2 Where your Personnel participate in the loading or unloading of the Plant, they will be deemed to act at your direction and under your control. Subject to clause 19, you shall be responsible for any claims arising in connection with the unloading or loading of the Plant by you and/or your Personnel.
5. **Condition of Plant**
 - 5.1 Subject to clause 5.2, the Plant will be deemed to be in good working order unless within 2 working days of delivery (day one being the working day immediately following delivery) you have given us written notification stating the problems with the Plant.
 - 5.2 Clause 5.1 shall not apply to defects which are inherent or not easily identified on reasonable examination of the Plant.
6. **Taking good care of the Plant, Periodic Inspection and Breakdowns**
 - 6.1 You shall be responsible for:
 - 6.1.1 using the Plant in a safe workmanlike manner, including (but not limited to) only using each unit of Plant with a suitable tractor unit;
 - 6.1.2 ensuring that the Plant is in a roadworthy condition prior to all journeys;
 - 6.1.3 using the Plant only for its intended purpose and within the manufacturers working capacity;
 - 6.1.4 taking all reasonable care in the operation and use of the Plant so as to avoid the Plant being damaged (save for normal wear and tear).
 - 6.1.5 taking all reasonable steps to prevent the Plant from being damaged or stolen;
 - 6.1.6 the return of the Plant to us in the same condition (save for normal wear and tear) as it was hired to you.
 - 6.2 You shall not:
 - 6.2.1 use the Plant to carry any material or substance which would render the Plant unsuitable to carry any other material or substance;
 - 6.2.2 remove the Plant outside the United Kingdom without our prior written consent.
 - 6.3 If the Plant develops a fault which makes it unsafe to operate, and/or which will result in avoidable damage to the Plant if it continues to be used, you must tell us immediately so that we can arrange for the Plant to be repaired (a '**Breakdown**'). Any claim for a Credit on account of a Breakdown will only be considered from the time and date that we are notified of the relevant Breakdown.
 - 6.4 You shall at all reasonable times (and otherwise as provided in the Hire Particulars) allow us (including our appointed contractors or insurers) access to the Plant at the Customer Depot (or otherwise as specified in the Hire Particulars) for the purpose of carrying out an inspection, test (including MOT), repair or adjustment, or for the purpose of retrieving the Plant in order to undertake the same. The Plant shall be made available (unless otherwise provided) in batches of 4 trailers, every 12 weeks. Replacement trailers will be made available for the period whilst the Plant is unavailable to the Customer ('**Loan Trailer**'). Each Loan Trailer shall be deemed to form part of the 'Plant' under the Agreement for the duration of its use by the Customer to the intent that the Conditions shall apply mutatis mutandis to such Loan Trailers.
- 6.5 Save as otherwise provided, you shall not repair the Plant without our prior written authority. We shall be responsible for replacing any tyres due to fair wear and tear. You shall be responsible, at your cost, for the repair or replacement of tyres in all other circumstances. Where you are responsible for the cost of replacement/repair of any tyre, you need not obtain our authorization to carry out such repairs/replacement. Any tyres which you replace must be with new 'first life' tyres (and not 'remoulds tyres').
- 6.6 Where we are notified of a Breakdown which we reasonable conclude is not due to any mistreatment of the Plant during the Hire period (a '**Refundable Breakdown**'), we will credit to your account:
 - 6.6.1 an amount equal to the hire charges for the period commencing from the valid notice of Breakdown to the time that the Plant is returned to substantial working order; and
 - 6.6.2 the reasonable cost of repairs incurred by you which we have authorised you to incur.
- 6.7 Where any breakdown is in our reasonable opinion the result of mistreatment or mis-use of the Plant (including but not limited to a failure by you or your Personnel to fulfill your obligations in clause 6.1) you shall be responsible for:
 - 6.7.1 all expenses arising from the breakdown and all loss or damage which you suffer or incur as a consequence;
 - 6.7.2 the continuing cost of hire during the period of breakdown up to the end of the intended Hire Period;
 - 6.7.3 the cost of all necessary repairs.
7. **Other stoppages**
 - 7.1 Save as otherwise provided, you will not be entitled to any refund in relation to any periods of Hire which the Plant is unavailable for use, including inspection, testing (including MOT), bad weather, or repairs for which you are responsible.
8. **Charge and Payment**
 - 8.1 Our Charges for the Services will be payable by you and will be notified to you from time to time.
 - 8.2 At our discretion, we may invoice you at any time after commencement of the Services.
 - 8.3 You shall pay the invoice in full and in cleared funds in accordance with these Conditions. Payment shall be made to the bank account nominated in writing by us. Time of payment is of the essence.
 - 8.4 It is a strict condition of the Agreement that you shall maintain in place at all time during the Hire Period (and thereafter until all monies owed by you to us are paid) a valid direct debit mandate in respect of your normal business bank account which will authorise us to request and obtain payment from your bank (a '**Direct Debit Mandate**'). We may collect payment pursuant to the Direct Debit Mandate of all invoices on or after the 7th Business Days following the date of issue of an invoice.
 - 8.5 Save as otherwise provided, you will pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you will not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies we may have, set off, against any monies owing by us to you, any amount owing by you to us.
 - 8.6 In the event of a dispute arising in relation to an invoice, you will ensure that during the period of dispute unrelated invoices are paid on or before their date and you will only be entitled to withhold payment in respect of invoiced amounts in dispute. You must notify us in writing of any such disputed amount prior to the date on which it becomes due and payable and in any event not later than 10 Business Days after the relevant invoice date. We and you will attempt to resolve the dispute within 20 Business Days of you duly notifying us of the dispute in accordance with this clause. In the absence of any such resolution, either you or we (with the approval of the other) can ask that an expert determine the matter. If you and we cannot agree on an expert, the President for the time being (or a suitable senior person) of the Institute of Chartered Accountants can be asked by either you or us to appoint an expert. The fees of any such expert shall be shared between you and us equally or otherwise as the expert may determine is fair taking into account the conduct of each party.
 - 8.7 If you fail to make any undisputed payment on the due date, or fail to maintain in place a Direct Debit Mandate, then, without prejudice to any other right or remedy available to us, we will be entitled to suspend the provision of Services to you. In doing so, we shall be entitled to charge you for such additional costs that we may incur as a result of suspending the provisions of the Services including any other additional costs as may reasonably be incurred including the collection and re-delivery of Plant.
 - 8.8 You acknowledge that our Charges are based on the scope of

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- services (including any time scales for the provision of the Services, approximate or otherwise) as set out in the Hire Particulars. Any variation to the Hire Particulars will accordingly result in additional Charges.
- 9. Calculation of Hire Charges**
- 9.1 Plant shall be hired out either:
- 9.1.1 for a stated minimum number of days or weeks;
- 9.1.2 without any qualifications as to minimum time;
- 9.1.3 on such other basis as may be set out in the Hire Particulars.
- 9.2 Part week at the beginning and at the end of the Hire Period shall be charged at £20 per day or a full weeks hire, whichever ever is the lower amount.
- 9.3 All Charges assume that the Plant shall not be Double Shifted. Any Double Shifting of Plant must be authorised by us in advance and shall be subject to additional Charges.
- 9.4 A credit (a 'Credit') against our Charges will be provided in relation to a Refundable Breakdown.
- 9.5 The Credit to which you are entitled under clause 9.4 shall be an amount equal to the charges that would have otherwise applied on a pro rata basis from the time of you notify us of the Breakdown to the time that the Plant is put back into a substantially usable condition.
- 9.6 Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time.
- 9.7 The breakdown or stoppage of one item of Plant shall not entitle you to compensation or allowance for the loss of working time by any other unit or units of Plant.
- 9.8 In relation to any Plant which is lost or stolen, the Charges shall continue to be payable for the period up to the end of the Hire Period, or if longer, the period up to which we are paid for the full replacement value of the lost/stolen Plant. Where we are paid in full for the replacement of lost/stolen Plant, we shall (subject to having Plant available) provide a replacement item of Plant (as near as possible to the original specification of the lost/stolen Plant) for the remainder of the Hire Period
- 10. The Hire Period (and transport)**
- 10.1 Save as otherwise provided, the period of hire ('the Hire Period') shall begin from the time when the Plant leaves the Depot or the place where the Plant was last used and shall continue until the end date specified in the Hire Particulars (or as otherwise brought to an end under the Agreement), or until the Plant is received back at the Depot or at another agreed location (as the case may be).
- 11. Ending the Hire Period (for indefinite hire periods)**
- 11.1 Where the period of hire is, or during the course of the Agreement becomes, indefinite, the Agreement may be terminated (and the Hire Period brought to an end) by either party giving to the other not less than 5 Business Days written notice. Notice given orally shall not be sufficient.
- 12. Other costs**
- 12.1 You will be liable for:
- 12.2 any consumables we supply including fuel, oil and other lubricants at an estimated net cost;
- 12.3 the cost of transporting the Plant between locations and which are not provided for in the Hire Particulars.
- 13. Compliance**
- 13.1 You will ensure that you comply in all respects with all regulations, acts of parliament, and other laws relating to the use, operation, storage and transportation of the Plant.
- 14. Our Asset**
- 14.1 You will not re-hire, or part with possession and/or control of the Plant which must, save as otherwise specified in the Hire Particulars, remain within your control and be used only for the purpose of your business. You will not remove, deface or cover over any signage on the Plant which identifies it as our property.
- 15. Customer's insolvency or incapacity**
- 15.1 If you become subject to any of the events listed in clause 15.2, or we reasonably believe that you are about to become subject to any of them, then, without limiting any other right or remedy available to us, we may cancel or suspend all Services under our Agreement without incurring any liability to you, and all outstanding sums in respect of the Services provided shall become immediately due, including the full amount of the Hire Charges that would have otherwise been payable up to the end of the Hire Period.
- 15.2 For the purposes of clause 15.1, the relevant events are:
- 15.2.1 you suspend, or threatens to suspend, payment of your debts or are unable to pay your debts as they fall due or admits inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or
- 15.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where the you are a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you; or
- 15.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or
- 15.2.4 a creditor or encumbrancer of yours 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 its assets and such attachment or process is not discharged within 14 days; or
- 15.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or
- 15.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
- 15.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- 15.2.8 you, being the holder of an operator's licence, granted under Goods Vehicles (Licencing and Operations) Act 1985 has your operator's licence, revoked, suspended or curtailed; or
- 15.2.9 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.1 to clause 15.2.8 (inclusive); or
- 15.2.10 you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
- 15.2.11 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy;
- 15.2.12 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), you are incapable of managing your own affairs or becomes a patient under any mental health legislation.
- 16. Health & safety**
- 16.1 (Where applicable) you will provide us with all information that we may require to safely deliver to you the Plant.
- 17. Removal and transport of Plant**
- 17.1 Our Hire Particulars will specify the Services that we will provide under the Agreement, but may include (but not limited to) the following:
- 17.1.1 transport the Plant and Machinery to your notified location;
- 17.1.2 unload at your notified location the Plant.
- 17.2 You hereby agree to allow or otherwise to procure unfettered access to the Customer Depot or other premises either during Normal Working Hours (or otherwise by prior appointment) where our Plant is to be based and for the purpose of removing and taking back possession of any Plant whether during the Hire Period or otherwise.
- 18. Variations to the Services**
- 18.1 You may at any time request variations to the Hire Particulars, including a request to Double Shift any Plant.
- 18.2 Within 10 working days of receipt of such a request or such other period as may be agreed between you and us, we will indicate by notice in writing to you the terms upon which we will perform the variation requested by you, including the effect of the variation on the Charges. A variation may result in an increase in the Charges the size of which shall be as agreed by you and us.
- 18.3 If we give to you written notice agreeing to perform the variation upon the terms agreed between you and us, the Agreement shall be deemed automatically to have been amended so as to include the variation and thereafter the parties shall perform the Agreement upon the basis of such amended terms.
- 19. Liability and your responsibility to insure (IMPORTANT)**
- 19.1 You hereby agree to indemnify and keep us indemnified against any loss, cost, claim, expense, damage or other liability which we may suffer and which arises from your breach of the Agreement.
- 19.2 We are a limited liability company and no personal duty (whether under contract, in tort or otherwise) is owed to you by any of our individual directors, employees and/or contractors.
- 19.3 This clause 19 sets out your sole and exclusive remedies, and our entire financial liability to you (including that of our directors, employees or contractors), in respect of:
- 19.3.1 the performance, non-performance or purported performance of the Agreement;
- 19.3.2 the Services provided under or in connection with the Agreement;
- 19.3.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement; and
- 19.3.4 and under any other legal obligation whatsoever.
- 19.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 19.5 Nothing in the Agreement limits or excludes our liability (or our Personnel):
- 19.5.1 for death or personal injury resulting from negligence (as defined in the Contract Terms Act 1977); or
- 19.5.2 for any damage or liability incurred by you or your Personnel as a result of fraud or fraudulent misrepresentation by us or our Personnel; or
- 19.5.3 for any matter which it would be illegal for us to exclude or attempt

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- to exclude its liability.
- 19.6 We do not exclude (but the avoidance of doubt we do limit) liability for any fundamental misrepresentation, including misrepresentation as to a matter fundamental to its ability to perform its obligations under the Agreement.
- 19.7 Only you know the full purpose for which the Plant is being hired and will be used, and the Personnel who will have access to the Plant whilst on hire and whether they are properly trained and (where applicable) licenced to use the same. Accordingly you agree to:
- 19.7.1 maintain a policy of insurance for the Plant with a reputable insurance provider on a fully comprehensive basis for its full replacement value and for any and all third party liability for an amount no less than £10,000,000 and;
- 19.7.2 to waive all rights against us and our Personnel to claim for damages caused by any risks for which you are insured.
- 19.8 On request you shall provide to us by return such proof of insurance as we may reasonable request.
- 19.9 Subject to clause 19.5, our liability for losses that you suffer as a result of our breach of the Agreement, in negligence or otherwise in connection with the Services will be subject to a maximum amount equal to the sum of £2 million.
- 19.10 Subject to clause 19.5, we will not be liable for losses that you suffer as a result of our breach of the Agreement (in negligence or otherwise in connection with the Services or services) that fall into the following categories:
- 19.10.1 loss of income or revenue;
- 19.10.2 loss of business;
- 19.10.3 disruption to the carrying on of business;
- 19.10.4 loss of profits;
- 19.10.5 loss of anticipated savings;
- 19.10.6 loss of data; or
- 19.10.7 waste of management or office time;
- 19.10.8 your liability to your customers for any failure to deliver goods on time or at all;
- 19.10.9 your liability to your customers for any damage to the goods carried using any Plant;
- 19.10.10 liability to other road users arising out of your operation of the Plant;
- 19.10.11 liability to any third party arising out of the use, possession or control of the Plant.
- 19.11 We are not liable for any loss or damage arising from:
- 19.11.1 Force Majeure;
- 19.11.2 your errors, acts, omissions, misstatements or misrepresentations or any breach by you of your obligations under the Agreement;
- 19.11.3 wastage, defect, or deterioration of any Item.
- 19.12 You acknowledge that the exclusions and limitations in this paragraph are reasonable in all the circumstances.
- 20. Time limits for claims and claims procedure**
- 20.1 We will not be liable for any claim by you under the Agreement unless you give us written notice of your claim within 20 Business Days of the end of the Hire Period.
- 21. Termination**
- 21.1 If you do not comply with your obligations under the Agreement, and having been given a reasonable opportunity to rectify any breach fail to do so, we may terminate the Agreement and you will immediately pay to us the full amount of the Charges and immediately return to the Depot or (at our discretion) make available for collection the Plant. In particular, without limitation, we shall be entitled to claim:
- 21.1.1 the Charges outstanding as at the date of determination of the hire under this clause;
- 21.1.2 the Charges that would have otherwise been payable from the date of termination to the end of the Hire Period;
- 21.1.3 the return transport charges;
- 21.1.4 in relation to Plant which is returned to us damaged, the cost of repairing the damage and a charge equivalent to the hire charges for the Plant (using the normal day rate) for such reasonable period as the Plant is unavailable to rehire pending repairs being completed;
- 21.1.5 damages for the Hirer's actual or deemed breach of the Contract under this Clause.
- 21.2 If non-performance of any obligation under the Agreement caused by any Force Majeure shall continue for more than six weeks then you or we may terminate the Agreement immediately by giving notice in writing to the other. In which event, you will be liable to pay to us the Charges for the unexpired part of the Hire Period.
- 22. Time not of the essence**
- 22.1 We will undertake to supply to you the Plant as far as we are able in accordance with any specific time scales notified to you or agreed, and otherwise within a reasonable period of time. However there will always be factors outside our control which effect the speed with which we can undertake the Services and for that reason time for performance shall not be of the essence. If our Services are suspended under these Conditions, the time scales agreed or notified to you relating to the performance of the Services shall be adjusted as may be reasonably necessary as a result of such suspension.
- 23. Written communications**
- 23.1 For contractual purposes, you agree to electronic means of communication and you acknowledge that all Agreements, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 24. Notices**
- 24.1 All notices given by you to us must be given to Mountain Trailers Limited at info@mountaintrailers.co.uk or to 45 Coal Pit Lane, Lower Cumberworth, Huddersfield, West Yorkshire, United Kingdom, HD8 8PL. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 25. Transfer of rights and obligations**
- 25.1 The Agreement between you and us is binding on you and us and on our respective successors and assignees.
- 25.2 You may not transfer, assign, charge or otherwise dispose of the Agreement, or any of your rights or obligations arising under it, without our prior written consent.
- 25.3 We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.
- 26. Events outside our control**
- 26.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by a Force Majeure Event.
- 26.2 Our performance under the Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.
- 27. Waiver**
- 27.1 If we fail, at any time during the term of the Agreement, to insist upon strict performance of any of your obligations under the Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 27.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 27.3 No waiver by us of any of the terms and conditions of the Agreement will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 24 above.
- 28. Severability**
- 28.1 If any of the terms and conditions of the Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 29. Entire agreement**
- 29.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter of any Agreement.
- 29.2 We each acknowledge that, in entering into the Agreement, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 29.3 Each of us agrees that our only liability in respect of representations and warranties (whether made innocently or negligently) will be for breach of the Agreement.
- 29.4 Nothing in this clause limits or excludes any liability for fraud.
- 30. Our right to vary these terms and conditions**
- 30.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 31. Our relationship**
- 31.1 You and us are not partners, joint venturers, employers, employees or, save as provided otherwise.
- 32. Law and jurisdiction**
- 32.1 The Agreement for the purchase of hire services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the Agreement or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

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Schedule 1 – Interpretation

Agreement:	the agreement between us and you for the sale and purchase of Services, incorporating the Hire Particulars and the Conditions;
Breakdown:	has the meaning set out in clause 6.3;
Business Day:	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Charge:	the charges for the Service details of which are set out in the Hire Particulars and/or which are otherwise agreed in writing by you and/or which you are otherwise liable for under the Agreement, plus VAT where applicable;
Conditions:	the terms and conditions set out in this document as amended from time to time including any special conditions agreed between you and us;
Customer Depot:	means your principal place of operation where the Plant is to be kept when not in use, as may be set out in the Hire Particulars;
Day	means a complete 24 hour period beginning immediately following midnight;
Depot:	Means Event House, 45 Coal Pit Lane, Lower Cumberworth, Huddersfield HD8 8PL;
'Double Shifting' or 'Double Shifted'	means the use of Plant for 13 hours or more during a single Day and/or more than 65 hours in any continuous period of 7 Days;
Force Majeure:	any event beyond our reasonable control including (without limit) acts of god, adverse weather conditions, fire, flood or any other natural disaster, interruption or failure of utility services including but not limited to electric power, gas or water, road traffic accident, traffic immobilisation, war, invasion, foreign enemy, hostilities, terrorism, civil commotion, revolution, rebellion, riot, insurrection, forfeiture under legal process, industrial action, strike, lockout, stoppage or restraint of labour from whatever cause;
Hire Particulars:	means a document (which may include a letter or email) which accompanies these Conditions detailing the scope of the Plant Hire Services to be provided by us to you;
Hire Period:	has the meaning set out in clause 10;
Hire Services:	has the meaning set out in clause 3.1;
Normal Working Hours:	means 9am to 5.30pm GMT on any Business Day;
Operator:	means a person engaged to operate the Plant;
Personnel:	all employees, staff, other workers, agents, contractors and consultants;
Plant:	means the commercial trailers that you have asked us to hire to you in accordance with the Hire Particulars and these Conditions;
Refundable Breakdown:	has the meaning set out in clause 6.6;
Service Commencement Date:	has the meaning set out in clause 3.2;
Services:	means the services provide by us to you under our Agreement and these Conditions including the Hire Services;
VAT:	Value Added Tax chargeable under English law for the time being and any similar additional tax;
Valid Direct Debit Mandate:	Has the meaning set out in clause 8.4;
'we' 'us' and 'our':	means Mountain Trailers Limited (crn 10081479);
'you' and 'your':	the individual, company, partnership or similar business organisation whose details appear on the Hire Particulars as our customer or who is otherwise a party to whom we provide the Services.

Customers sign to agree they have read and understood the terms and conditions:

Print Name:

Date: