

## **CONDITIONS OF BUSINESS**

1. In these conditions unless the context otherwise appears the following words and expressions shall have the following meanings:-
  - (i) **"These Conditions"** means **the conditions of hire** herein contained.
  - (ii) **"The Company"** means **Shift 4 Limited**.
  - (iii) **"The Customer"** means the **person, firm or company** who or which has agreed to hire the Equipment from the Company.
  - (iv) **"The Equipment"** means the **Equipment specified** overleaf together with (if any) the accessories and flight cases specified overleaf and any part or parts of the same.
  - (v) **"Full Payment"** means the **receipt by the Company of payment in full** in respect of the services provided by the Company.
  - (vi) **"The Technician(s)"** means the **employee(s), agent(s) or subcontractor(s) of the Company** (if any) supplied with the Equipment to operate the same the number of which (if any) shall be specified overleaf.
  - (vii) **"The Agreement"** means **the agreement between the Company and the Customer** for the hire of the Equipment.
2. The **Agreement** is **subject to these Conditions** which supersede all previous communications representations and agreements whether written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms and conditions proposed by the Customer shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.
3. The Company endeavours to ensure that the Equipment is sound and in good order and condition at the time of delivery to or collection by the Customer but **it shall be the responsibility of the Customer to ensure that the Equipment is fully suitable in all respects (including type or condition) for the purpose for which it is hired**. Upon delivery or collection the Equipment shall be examined and checked by the Customer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment. The Customer shall use or cause to be used the Equipment in a skilful and proper manner and shall be at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. **The Customer is fully responsible for ensuring equipment operators or users are fully competent and suitable qualified to use the equipment supplied**. The Customer will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers there on **and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects**. Unless the same shall have been caused by the wilful default or wilful misconduct of the Technicians **any loss or damage to the Equipment including loss or damage caused by non familiarisation or misuse of the same is the sole responsibility of the Customer who will be charged with the cost of repair or full replacement value of the Equipment** as the case may be. **The Customer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment**. The Company reserves the right where the Equipment is, in its absolute discretion, of a high technology specification to require that the Customer uses the services of a Technician at the cost of the Customer and in such cases only the Technician may use such Equipment.
4. Any order or instruction required to be given to the Company by the Customer shall be given him or his duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstanding resulting from any order or instructions by the customer not received by the Company in writing or so confirmed. The Customer shall be solely responsible for any statement, representation, order, instruction, guidance or advice made or given by the Customer to any Technician.
5. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Customer. **If delivered to the Customer the signature of any person purporting to be any employee of the Customer shall be sufficient evidence of delivery**.
6. The Company shall use its best endeavours to comply with any time schedules but shall not be liable in any circumstances to the Customer for any liability claim or proceeding in respect of any loss or damage of whatsoever nature howsoever arising whether by reason of negligence or otherwise including without limitation of the foregoing non delivery of equipment or non arrival of Technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government, labour disputes and delays in transport.
7. Unless otherwise agreed in writing between the Company and the Customer **it shall be the responsibility of the Customer to return the Equipment to the Company on termination of the hire. If the Company agrees to collect the Equipment on termination of the hire the Customer shall remain fully responsible for the safety protection repair and condition (subject as aforesaid) of the Equipment until it is in the possession of the Company**.
8. During the continuance of the Agreement the Customer shall pay to the Company by way of rent for the hire of the Equipment and the technicians, the Company's charges shown in the Company's Rate Card current from time to time or such other charges as may have been agreed in writing between the Company and the Customer. For the avoidance of any doubt in case of the hire of the equipment the Customer shall be liable for payment of charges for the time from which the equipment is ordered (which shall be the commencement of the period of this agreement) until the time of its return to the Company. A 24-hour period or part thereof constitutes a one day hire. If the equipment is lost or stolen or is otherwise irrecoverable or is damaged, then the Company undertakes to replace or repair the same as soon as reasonable possible.  
**The Equipment should be returned in the same condition as it was at the start of the hire period, fair wear and tear excepted, provided that if the Equipment is lost, damaged or destroyed the Customer shall pay the Company an extra hire charge until such time as the Equipment is, as appropriate, replaced (by an equivalent item) repaired or recovered. Any extra hire charge shall be paid by the Customer to the Company under this paragraph but shall not exceed an amount equal to thirteen (13) weeks additional rental or the Equipment.**

9. In addition to the charges referred to herein the Company at its sole discretion may require that the Customer shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of liability contained in the insurance policy for the time being in force which the Company has negotiated for such purposes. A copy of such policy shall be made available to the Customer upon request PROVIDED THAT where the Customer has confirmed that it has arranged insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company may waive this requirement.
10. Without the previous consent of the Company **the Equipment must not be used on any abnormal or hazardous assignment**, taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognised by I.A.T.A. unless otherwise agreed by the company prior to the commencement of the hire. **The Customer shall be solely responsible for obtaining all customs Clearances Licences and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom.**
11. In addition to the hire charges for the Equipment **the Customer shall pay all delivery charges.**
12. **The Customer shall pay Value Added Tax at the rate current on and in addition to all charges due to be paid by the Customer to the Company under the terms of the Agreement.**
13. Without prejudice to any other right or remedy available to the **Company in the event of the cancellation of an order by the Customer the Company reserves the right to make a cancellation charge as follows:**
- | Notice Given of Cancellation and % of Total Charges |            |                             |            |                           |            |
|---|------------|-----------------------------|------------|---------------------------|------------|
| <b>8 days or more</b>                               | <b>25%</b> | <b>Between 7 and 2 days</b> | <b>50%</b> | <b>Less than 48 hours</b> | <b>75%</b> |
14. All charges under this Agreement are net **and unless otherwise agreed between the Company and the Customer shall be due and payable within 30 days of the invoice date.** If any hire charge or other sum due to the Company shall not be paid by the Customer on the date when the same shall be due and payable **the Customer shall be liable to pay interest upon such hire charge or other sum at the rate of 8% per month accumulative from time to time during the period in which interest is payable from the due date until the actual date of payment.**
15. The Equipment remains at all time the property of the Company and the Customer shall have no right, title or interest therein save of a hirer thereof under these Conditions. The Customer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Customer's interest under these Conditions which interest is personal to the Customer and the Customer will keep the Equipment in his own possession for his own use and will not allow any lien or other encumbrance to be created in respect of the same.
16. The amount of the deposit (if any) specified overleaf shall be returned to the Customer without interest when the Equipment has been returned to the Company and all charges and other monies due to the Company under the terms of the Agreement have been paid.
17. The Agreement may be determined by the Company forthwith by written notice given by the Company to the Customer to that effect on the happening of any of the following events namely if the Customer fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not) or fails to observe or perform any of other of these Conditions or if the Customer commits any act of bankruptcy or being a company goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or in subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Customer's creditors or if distress is levied or threatened on any of the Customer's property or if the Customer abandons the Equipment.
18. The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the Company against the Customer and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Customer any hire charges and other monies due to the Company at the date of such determination and shall not affect the Company's right to recover damages from the Customer in respect of any breach of these Conditions.
19. **The Company shall not in any circumstances be liable to the Customer or any third party for any claims in respect of the loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising or indirectly from the hire or use of the Equipment by the Customer.**
20. The Company reserves the right to subcontract all or any part of the Customer's order and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.
21. The Customer is advised not to use any original materials on, in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.
22. In the event of the Customer taking **Shift 4 insurance** with the hire (at present charged at 15% of equipment hire total), the Customer is liable pay the first **£1,000** of any damage /loss.
23. The Agreement and these Conditions shall be construed in accordance with English Law and the parties hereto submit to the jurisdiction of the English Court.
24. **Company vehicles:** No person other than those authorised by the company may in any circumstances drive any vehicles supplied by the company. Where such vehicles are used by or on behalf of the Customer in circumstances not covered by the Company's insurances, the Customer undertakes to effect the appropriate insurance.
25. **All invoices are due for payment within 30 days of invoice date. Any invoice outstanding beyond this period, at the discretion of Shift 4, may be referred to a debt collection agency and will be subject to a 15% surcharge plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the customer and will be legally enforceable.**

I, the undersigned hereby accept these conditions of business.

Signed .....

Name (print).....

Company .....

Date.....