
SCHEDULE 1 – HIRE TERMS

THESE HIRE TERMS APPLY TO YOUR RENTAL OF THE EQUIPMENT. IT IS NOT A STANDALONE DOCUMENT AND DOES NOT APPLY TO ANY SALE OF THE EQUIPMENT TO YOU. IT MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE TERMS.

1. Interpretation

- 1.1 Capitalised terms used in these Hire Terms, but not defined within these Hire Terms, shall have the meaning(s) given to them in the front sheet.
- 1.2 Clause and paragraph headings shall not affect the interpretation of these Hire Terms.
- 1.3 Any words following the terms include, including, in particular or for example or any similar expression, shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Form of contract

- 2.1 These Hire Terms apply to each and any rental of the Equipment to you at any time on a distinct, separate basis.
- 2.2 This is a fixed term contract; you must pay the Hire Charges for the Hire Period. No minimum volumes otherwise apply to our contract with you; you can rent Equipment from us in any quantity you require.
- 2.3 The Equipment is rented subject to availability. We reserve the right to refuse any order at any time. We do not need to grant you any Extended Hire Period at any time.
- 2.4 We are contracting with you as independent contractors, on an arms' length basis.
- 2.5 This is not a consumer contract – no "cooling off" period applies to your rental.
- 2.6 This contract is for the rental of the Equipment to/by you only – you cannot sub-let, transfer or assign your rights to the Equipment to any third party unless we specifically agree in advance in writing.
- 2.7 We have not adapted the Equipment, and we are not renting it to you, for any specific project or purpose – you must ensure that the Equipment is suitable for your needs based on the usage restrictions within these Hire Terms.

3. Hire Period

- 3.1 The Hire Period is set out on the front sheet. Hire Periods may be different for particular types of Equipment and you may have multiple units of Equipment on loan from us in parallel.
- 3.2 Any minimum period you have agreed to rent the Equipment from us will be specified on the front sheet. Following the minimum Hire Period, the arrangement typically continues on a flexible, rolling basis, terminable by you on written notice at

any time thereafter. If you need any fixed Extended Hire Period, please notify us before the expiry of the Hire Period.

- 3.3 On or around the end of the Hire Period, we will arrange return or collection of the Equipment from you on a specified date. If you retain the Equipment beyond the Hire Period, these Hire Terms continue to apply whilst the Equipment is within your possession or control and we may raise additional, apportioned and accrued Hire Charges to reflect any additional time that you have / use the Equipment.
- 3.4 If you need to end the contract early, you must notify us in writing. If you return the Equipment before the end of the agreed Hire Period, you will still be liable to pay us all remaining Hire Charges unless we agree otherwise.
- 3.5 Where you wish to end your rental following the minimum Hire Period, we will calculate and pro-rate any Hire Charges payable for any extension period on a daily basis, so that you only pay us for days in which the Equipment is in your possession or control.
- 3.6 We can end the contract early and require the return of the Equipment on written notice at any time if any of the circumstances in clause 10.2 apply.

4. Delivery / collection

- 4.1 Prior to the Start Date you must complete training for use of certain Equipment through our User Manuals and Maintenance Guides. This training can be delivered remotely (via MS Teams) or on site at a date and time to be agreed with you. If you would prefer the training to be completed in person, additional travel charges may apply. We will be unable to release certain Equipment to you until such training is complete.
- 4.2 We will either deliver the Equipment to you at the Delivery Location, or you can collect it from us as set out on the front sheet on or around the Start Date.
- 4.3 Where we are delivering the Equipment to you, delivery charges may apply (where stated on the front sheet) and you must ensure suitable access, facilities and personnel are available to take delivery of the Equipment at the agreed time.
- 4.4 If we need to abort any delivery, or attempt a re-delivery, we reserve the right to charge additional shipping fees.
- 4.5 Risk of any loss or damage to the Equipment passes to you from the point you take possession of it. You must inspect it on collection or delivery and notify us immediately if there is any damage to it. If you don't tell us within 2 Business Days of collection, you will be deemed to have accepted the Equipment in the condition in which it was delivered to, or collected by, you.

5. Hire Charges

- 5.1 Hire Charges are payable to us as set out in the front sheet at the frequency and by the payment due date(s). Hire Charges are subject to CPI linked increases each year where the Equipment remains on hire to you.
- 5.2 We may additionally require you to pay us a Deposit prior to the Start Date as security for any damage to or loss of the Equipment during the Hire Period. The amount of the Deposit will be stated on the front sheet.
- 5.3 On return of the Equipment, the Deposit will be returned to you less any deductions we may need to make in case of any loss or damage or for any outstanding Hire Charges or other sums due to us under these Hire Terms (in which case we will notify you). Deductions shall be made on a like for like basis, and any balance returned to you within 14 days of the end of the Hire Period or the date of our assessment, whichever is later. We retain any interest we accrue on any Deposit held.
- 5.4 If any Hire Charges are not made to us by the payment due date(s), we may:
- 5.4.1 charge you interest on the outstanding amount(s) at the rate specified in clause 5.4
 - 5.4.2 suspend delivery of any further Equipment to you; and/or
 - 5.4.3 terminate this contract on written notice to you.
- 5.5 Interest, where charged, shall be at 8% per year above the Bank of England's base lending rate (from time to time); accruing daily and compounded monthly.
- 5.6 If we owe you any amounts at any time, you cannot withhold payment of, set-off or deduct from any Hire Charges unless we agree.
- 5.7 Where you rent Equipment from us and rent additional units of Equipment from us in future, we are not obliged to offer the same rates to you as we may have done for any previous orders.

6. Equipment use

- 6.1 The Equipment is provided to you for legitimate purposes only in connection with your business. You must only use the Equipment for the purposes for which it was designed, specifically:
- 6.1.1 filtration of the deposits from sweeper and/or excavation waste;
 - 6.1.2 filtration of dewatering activities; and
 - 6.1.3 in accordance with our delivered training, user manual and maintenance guides supplied to you by us or otherwise set out on our website; and
 - 6.1.4 only by competent personnel who have been trained on how to use the Equipment.

- 6.2 Where we provide you with any operating instructions or manuals with the Equipment, you must observe all requirements within when using the Equipment.
- 6.3 You must keep the Equipment in a secure and suitable environment when not in use.
- 6.4 You must not:
- 6.4.1 modify the Equipment in any way;
 - 6.4.2 allow third parties to use the Equipment (whether for a fee or otherwise);
 - 6.4.3 remove, deface or obscure any identification marks, serial numbers or safety labels on the Equipment;
 - 6.4.4 take the Equipment outside of the Hire Location; or
 - 6.4.5 use the Equipment for any unlawful purpose or personal use outside of your business.
- 6.5 The Equipment is intended for use on or around the Hire Location. If you need to move it to another location at any time, you must tell us and seek our prior approval.

7. Maintenance

- 7.1 Any maintenance required on the Equipment during the Hire Period is your responsibility and must be completed in accordance with the user manual and maintenance guides provided to you.
- 7.2 Where you need any components for maintaining the Equipment, you must notify us and we can provide you with suitable quotes for the relevant parts at the time.

8. Title / ownership

- 8.1 This is a rental contract only – you don't own the Equipment at any time and it belongs to us. No rights or titles to, or any other interests in, the Equipment are passed to you during the Hire Period.
- 8.2 If you want to buy the Equipment from us at any time, please notify us in writing as different terms will apply.
- 8.3 You must not:
- 8.3.1 tell others that you own the Equipment (whether by affixing your own label or branding to it); or
 - 8.3.2 seek to sell, charge, mortgage or otherwise allow and lien or encumbrance over it at any time.
- 8.4 Where a third party claims any interest in the Equipment, or seeks to seize it, you must tell us immediately and take such steps to protect our ownership of it as we may direct.
- 8.5 Any intellectual property rights in the Equipment, and any associated documents or manuals, belongs to us or our licensors. Nothing in these Hire Terms transfers to,

or grants, you any rights or titles to, or interests in, any intellectual property rights in the Equipment.

9. Equipment warranties & condition

Provided that you use the Equipment in accordance with these Hire Terms, we warrant to you that the Equipment will remain in good working order, fit for its intended use and purpose, for the Hire Period.

10. Ending the contract

10.1 Unless any of the circumstances in this clause 10 apply, our contract with you runs for the Hire Period. Following the Hire Period, you can either return the Equipment to us or discuss purchasing the Equipment with us (however, we are under no obligation to sell the Equipment to you).

10.2 This contract may be ended early by us where:

- 10.2.1 we agree in writing;
- 10.2.2 you fail to pay us any Hire Charges that are due;
- 10.2.3 you are in breach of these Hire Terms and fail to remedy the relevant breach within 5 Business Days of our notice to you;
- 10.2.4 you become insolvent, enter into administration, receivership, or liquidation, make any arrangement with your creditors, or become unable to pay its debts as they fall due;
- 10.2.5 the Equipment is lost, stolen, or damaged beyond repair (in which case, clause 10.5 applies);
- 10.2.6 we reasonably believe that the Equipment is at risk of loss, damage or seizure;
- 10.2.7 we discover that you have provided us with any false, inaccurate or misleading information; and/or
- 10.2.8 we consider you have used, or may use, the Equipment in any way that is not permitted by these Hire Terms.

10.3 Where this contract ends at any time, for any reason, you must facilitate the return and/or collection of the Equipment to us and agree a suitable collection date with us.

10.4 The Equipment must be returned to us in the working condition in which it was given to you (less any fair wear and tear).

10.5 Where this contract ends due to loss / theft or irreparable damage, and you do not want us to replace the relevant Equipment at your cost (in accordance with clause 11.2), then you must pay us all remaining Hire Charges due for the initial Hire Period or Extended Hire Period (as applicable), which we will invoice you for in full from the date of notification or loss. If you don't tell us, and the Hire Period ends and you cannot return the Equipment to us, then you would be required to pay us the full replacement costs for the Equipment at its then current market value (determined by us and notified to you) plus an additional 10%. (less any Deposit

you have already paid to us). This amount will be invoiced to you, plus any applicable VAT.

10.6 Termination of our contract with you shall be without prejudice to any rights or remedies that may have accrued to you or us prior to the end date.

10.7 If this contract terminates at any time by us, termination of this contract and that specific rental does not automatically terminate any other hire or rental of any other equipment you may have with us at the date of termination. We may, at our discretion, terminate any or all other equipment rentals you have with us, depending on the circumstances of termination.

10.8 We may also use any Deposit paid to us to offset against any amounts due and payable to us on termination or expiry of our contract. Where we do this, we will notify you but this is at our discretion.

11. Liability & insurance

11.1 If the Equipment is lost or damaged whilst in your possession or control, this is your responsibility regardless of how the loss or damage arises and whether or not this was your fault. This clause 11.1 does not apply to defects or faults with the Equipment that are not caused by you – see clause 7. Where any loss or damage occurs, you must tell us promptly in writing on discovery.

11.2 We will determine whether to repair or replace any lost or damaged Equipment. Where the Equipment is:

11.2.1 repairable, you must pay us the full costs of repair (including any labour and parts, plus VAT) as we assess and deem appropriate; or

11.2.2 damaged beyond repair, or lost or stolen, you must pay us the full replacement cost for the Equipment at its then current market value (determined by us) plus 10%.

11.3 We do not insure the Equipment whilst you have it. You should therefore insure the Equipment throughout the Hire Period for loss or damage (to full replacement value) and any third party liability arising from your use or possession of the Equipment. If you fail to do so and a liability arises, or your insurance does not pay out (in whole or in part) in a claim, your liability under clause 11.2 shall not be limited or reduced.

11.4 We may ask you to provide us with evidence of your insurance cover on request at any time.

11.5 Nothing in these Hire Terms is intended to limit or exclude your liability in any way that cannot be excluded or limited by law. Hire Charges are calculated based on the exclusions and limitations that apply to our liability to you under these Hire Terms.

11.6 We are not liable to you for any:

- 11.6.1 losses of profit, revenue, business or savings (actual or anticipated);
- 11.6.2 indirect or consequential losses;
- 11.6.3 personal injury caused by incorrect use of the Equipment (where the Equipment itself is not deemed to be faulty or otherwise contributing to the relevant injury or loss);
- 11.6.4 losses you incur where you continue to use Equipment that has not been properly maintained and/or has otherwise been designated by us as condemned; and/or
- 11.6.5 environmental liabilities, and/or regulatory fines or charges;
- that you may incur in connection with these Hire Terms and/or your use of (or failure to use) the Equipment.
- 11.7 If you incur any recoverable losses in connection with our contract and your use of the Equipment, and you need to make a claim against us, our total aggregate liability to you in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this contract shall be limited to the total Hire Charges plus any deposit that you have actually paid to us since the Start Date.
- 11.8 If you breach any of these Hire Terms, allow any third party to use the Equipment, or use the Equipment in a way that is not permitted, and we incur any losses and/or related costs, you agree to indemnify us in full on demand against such liabilities, losses and/or related costs or claims that we may incur (including any legal costs) that we need to enforce our rights against, or recover our losses from, you.
- 12. Data processing**
- Any personal data you give to us in connection with these Hire Terms shall be processed by us in accordance with applicable data protection laws and our privacy policy, available at <https://www.forestgroupuk.co.uk>. If you do not agree to our privacy policy and how we will process any personal data you provide to us, you must not enter into these Hire Terms.
- 13. Force majeure**
- 13.1 If an event occurs during the Hire Period that is outside of your control, unless the relevant event is caused by us you remain liable for payment of the Hire Charges notwithstanding.
- 13.2 If an event occurs that delays delivery or collection of the Equipment, we will provide an alternative delivery or collection date to you, and you will not be liable for the Hire Charges until you take possession of the Equipment.
- 14. General**
- 14.1 **Waiver:** No failure or delay by either party to exercise any right or remedy shall constitute a waiver of that right or remedy.
- 14.2 **Severance:** If any of these Hire Terms are invalid or unenforceable, such provision shall be deleted without affecting the enforceability of the remaining provisions.
- 14.3 **Third Party Rights:** No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Hire Terms.
- 14.4 **Notices:** Any notice required to be given under these Hire Terms shall be in writing and sent either by pre-paid first-class post, email or delivered by hand to the address specified in the Front Sheet.
- 14.5 **Jurisdiction:** these Hire Terms are governed by the applicable law set out on the front sheet where there is any dispute.