



## Sunbelt Rentals - Booking Terms and Conditions

### 1 Interpretation

1.1 Key definitions: **Business Day** — a day other than Saturday, Sunday or public holiday in England. **Business Hours** — 9.00am to 5.30pm on any Business Day. **Conditions** — these terms as amended per clause 13.9. **Contract** — the contract between Customer and Supplier for supply of Goods/Services. **Customer** — Sunbelt Rentals Limited, registered in England and Wales, company number 00444569, of 100 Cheapside, London, EC2V 6DT. **Deliverables** — all documents, products, materials and other outputs developed by the Supplier as part of the Services. **Goods** — the goods or products set out in the Order. **Intellectual Property Rights** — comprehensive definition covering patents, copyright, trade marks, designs, database rights, confidential information/know-how, and all similar rights worldwide. **Mandatory Policies** — the Customer's policies listed in the Schedule. **Order** — the Customer's purchase order or written acceptance of the Supplier's quotation. **Services** — services (including Deliverables) supplied by the Supplier under the Contract. **Supplier** — the person/firm from whom the Customer purchases Goods/Services.

1.2 A person includes a natural person, corporate or unincorporated body. References to a party include its permitted assigns.

1.3 References to legislation include amendments, re-enactments and subordinate legislation.

1.4 Words like "including," "in particular," "for example" are illustrative and non-limiting.

1.5 References to writing exclude fax but not email — though legal notices are not valid if sent via email.

### 2 Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods/Services in accordance with these Conditions.

2.2 The Order is deemed accepted on the earlier of the Supplier's written acceptance, or any act by the Supplier consistent with fulfilling the Order — at which point the Contract comes into existence.

2.3 These Conditions apply to the exclusion of any other terms the Supplier seeks to impose, or that are implied by law, trade custom, practice or course of dealing.

2.4 These Conditions apply to both Goods and Services except where specified otherwise.

### **3 Supply of Goods**

3.1 The Supplier warrants the Goods shall correspond with their description and Specification; be of satisfactory quality and fit for purpose (Sale of Goods Act 1979); where manufactured, be free from defects for 12 months after delivery; and comply with all applicable statutory/regulatory requirements.

3.2 The Supplier shall maintain all licences, permissions and consents needed to perform its obligations regarding the Goods.

### **4 Delivery of Goods**

4.1 Title and risk pass to the Customer on completion of delivery.

4.2 The Supplier warrants the Goods are properly packed and secured; that title passes on delivery with no retained interest (lien, charge, mortgage, trust, etc.); and each delivery includes a delivery note showing Order date, type/quantity of Goods, and storage instructions.

4.3 The Supplier shall deliver on the date specified in the Order (or within 7 days if unspecified), to the Delivery Location, during Business Hours or as instructed.

4.4 Delivery is completed on completion of unloading at the Delivery Location.

4.5 The Customer is not deemed to have accepted Goods until physically inspected and confirmed in writing. The Customer may reject non-conforming Goods at any time after inspection; if the Supplier doesn't collect within 2 Business Days of rejection notice, the Customer may dispose of them at the Supplier's cost.

4.6 The Supplier shall not deliver in instalments without the Customer's prior written consent.

### **5 Supply of Services**

5.1 The Supplier shall supply the Services from the Order date for the Contract duration.

5.2 The Supplier shall meet performance/delivery dates specified in the Order or notified by the Customer; time is of the essence.

5.3 In providing Services, the Supplier shall: co-operate and comply with Customer instructions; perform with best care, skill and diligence per industry best practice; use suitably skilled personnel; provide all necessary equipment/materials; use best-quality materials free from defects; maintain required licences/permissions; observe health and safety laws and Customer premises requirements; and hold

Customer Materials in safe custody, maintaining them and not disposing of or using them without consent.

## **6 Charges and payment**

6.1 Price for Goods is as set in the Order (or agreed in writing by the Customer), inclusive of packaging, insurance, transportation, shipping and carriage — no extra charges unless agreed in writing.

6.2 Charges for Services shall be as set out in the Order, constitute full remuneration, and include all costs/expenses of the Supplier.

6.3 The Supplier invoices on/after delivery completion (Goods) or on completion of Services, with supporting information to verify accuracy.

6.4 The Customer pays invoiced amounts within 40 Business Days of receipt of a correctly rendered invoice; time of payment is not of the essence.

6.5 Invoices are sent to: The Purchase Ledger Department, Sunbelt Rentals Limited, 102 Dalton Avenue, Birchwood Park, Birchwood, Warrington, WA3 6YE (or other address as notified).

6.6 All amounts are exclusive of VAT; the Customer pays additional VAT amounts on receipt of a valid VAT invoice.

6.7 Late payment accrues interest at 2% per year above the Bank of England base rate (minimum 2% if base rate is below 0%).

6.8 The Customer may set off any Supplier liability against any Customer liability at any time without notice.

6.9 The Supplier has no right of set-off, counterclaim, discount or abatement unless court-ordered, and cannot suspend supply of Deliverables for late/non-payment.

## **7 Intellectual property rights**

7.1 All IP Rights arising from the Services (other than in Customer Materials) belong to the Supplier.

7.2 The Supplier grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual, irrevocable licence to copy and modify Deliverables (excluding Customer Materials).

7.3 IP rights in Customer Materials remain the exclusive property of the Customer.

## **8 Indemnity**

8.1 The Supplier indemnifies the Customer against liabilities, costs, damages and losses arising from: breach of warranties in clauses 3–4; third-party IP infringement claims relating to the Goods/Services; third-party claims for death, personal injury

or property damage from defects in Goods/Deliverables; and third-party claims arising from the Supplier's breach, negligence or delay.

8.2 Clause 8 survives termination.

## **9 Limitation of liability**

9.1 "Liability" in this clause covers all liability types (contract, tort, misrepresentation, restitution, etc.).

9.2 Nothing excludes liability for fraud, personal injury or death from negligence, or fraudulent misrepresentation, or anything not legally excludable.

9.3 Subject to 9.2, the Customer is not liable for special, punitive, consequential or indirect damages (loss of revenue, profits, business opportunity, etc.); the Customer is only liable for direct losses, and the Supplier must mitigate its losses.

9.4 Subject to 9.2–9.3, the Customer's aggregate liability is limited to 100% of sums paid to the Supplier in the preceding 12 months.

9.5 Clause 9 survives termination.

## **10 Insurance**

During the Contract and for 6 years after, the Supplier shall maintain professional indemnity, product liability and public liability insurance, and produce certificates/premium receipts on request.

## **11 Confidentiality**

11.1 Each party keeps the other's confidential information secret during the Contract and for 5 years after termination, except as permitted by 11.2.

11.2 Disclosure permitted to employees/advisers who need to know (bound by confidentiality), or as required by law/court/regulator.

11.3 Confidential information may only be used to exercise rights/obligations under the Contract.

## **12 Termination**

12.1 Either party may terminate immediately on: unremedied material breach (14 days' notice to remedy); insolvency-related events; suspension/cessation of business; or financial deterioration jeopardizing contract performance.

12.2 The Customer may terminate for convenience on 7 days' written notice.

12.3 On termination, the Supplier immediately delivers all Deliverables and returns Customer Materials on demand.

12.4 Termination doesn't affect accrued rights/remedies.

12.5 Provisions intended to survive termination remain in effect.

## 13 General

13.1 **Assignment:** The Customer may freely assign/subcontract/deal with its rights. The Supplier may not assign without the Customer's prior written consent.

13.2 **Subcontracting:** The Supplier may not subcontract without the Customer's written consent; remains responsible for subcontractors' acts.

13.3 **Notices:** Must be in writing, delivered by hand or pre-paid post to the registered office/principal place of business; deemed received when delivered by hand, or at 9am on the second Business Day after posting. Doesn't apply to legal proceedings/dispute resolution documents.

13.4 **Severance:** Invalid provisions are deemed deleted without affecting the rest; parties negotiate a replacement in good faith.

13.5 **Waiver:** Must be in writing; delay/failure to exercise a right doesn't waive it.

13.6 **No partnership or agency** is created by the Contract.

13.7 **Entire agreement:** The Contract is the entire agreement; no reliance on outside statements; no claims for misrepresentation based on statements outside the Contract.

13.8 **Third party rights:** No rights under the Contracts (Rights of Third Parties) Act 1999.

13.9 **Variation:** Only effective if agreed in writing and signed by both parties.

13.10 **Governing law:** England and Wales.

13.11 **Jurisdiction:** Exclusive jurisdiction of the courts of England and Wales.

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## Schedule – Mandatory Policies

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy]
- [Corporate and Social Responsibility Policy]
- [Anti-Bribery and Anti-Corruption Policy]
- [Ethics Policy]
- [Data and Privacy Policy]
- [Security Policy]