

Customer name  
**Fragrance Oils (International) Ltd**

Project name  
**Changing Area**

Quotation no.  
**220199478**

Date  
**14.06.2022**

Portakabin Contact  
**Leonardo Soares**  
**01204 559 443**



# Your requirement



## Your needs

- Extra space delivered how you need it configured
- A bespoke solution to your specific requirements
- A solution that is right for your client and you



## How we will meet your needs

- Dedicated Project and Commercial Managers to guide you through the process end to end
- Provide a permanent feeling solution faster than traditional construction
- Provide you with the solution you need in the timeframe you have requested

# Building & specification overview

## Your building comes as standard with the following items

- Double Glazed Windows
- Door(s)
- 13amp Sockets
- Lighting
- Heating
- Vinyl Flooring



## Your proposal also comes with the following bespoke items

- Shower unit
- Lockers
- Benches
- Step



# Financial Summary: Hire



## SL062 and SL082 for changing facilities

The minimum hire period  
WEEKLY HIRE RATE

|                                                                | 156 Weeks | One Off Costs |
|----------------------------------------------------------------|-----------|---------------|
| Building(s) Hire including all specified products and services | 289.40    |               |
| Delivery of building(s) to site                                |           | 691.00        |
| Overall weekly hire rate                                       | 289.40    |               |
| Total one off charges                                          |           | 691.00        |
| Projected contract value for 156 weeks                         |           | 45,837.40     |

## Optional items - in addition to the opposite (Please refer to the following pages for a full breakdown)

|                           | 156 Weeks | One Off Costs |
|---------------------------|-----------|---------------|
| Council Planning fees     |           | 600.00        |
| Approved Inspector fees   |           | 1,320.00      |
| Agent fees for PP & BC    |           | 2,940.00      |
| Foundations               |           | 3,407.00      |
| Optional weekly hire rate | 0.00      |               |
| Optional one off charges  |           | 8,267.00      |

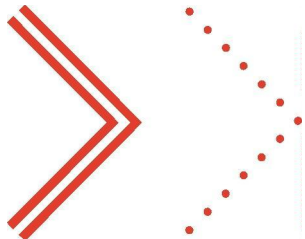
Due to current inflationary pressures, we are only able to hold the prices included in this quotation, for a period of 14 days from today.

All prices are subject to site visit. All prices are exclusive of VAT Portakabin Ltd terms and conditions of hire apply. Detailed specification and Portakabin Terms and Conditions of Hire are provided at the back of this quotation

As the minimum hire period for this project is over 2 years it is subject to Part L compliance. If Building Control require additional specification to achieve this then the building price may be affected. We (Portakabin Ltd) can work with you to minimise this potential impact.

## Your next steps...

- Discuss the options in further detail to help your decision making process
- Raise a written order referencing our quotation number and complete our customer details confirmation form.
- Confirm your order



# Our process

1

## Confirm order

Raise written order referencing our quotation number and complete our customer details confirmation form.

2

## Design freeze

At order confirmation specification is finalised and design signed off. The programme can then be confirmed and building(s) reserved. Your designated Project Manager will be assigned and will take care of your project from there.

3

## Sign contract

A Hire Contract will be provided for signing along with an insurance value for you to arrange the necessary cover.

4

## Ongoing project support

We will assist with further advice and information regarding planning permission, building control applications and any site specific requirements.

5

## Project meetings

For more complex projects, we recommend a pre-start meeting on site and regular progress meetings between relevant parties.

6

## Project completion

A personal handover of your building can be provided, where necessary systems training as well as handy hints on how to get the best from your building(s) will be discussed.

7

## Customer care

Portakabin Limited's service continues throughout your hire, with automatic inclusion into our Customer Care Programme.



# The Portakabin difference



Unique, fully backed-up,  
on time and on budget  
delivery promise.



Up to  
5 year product warranty  
30 year structural warranty  
60 year design life.



One-stop-shop – planning  
applications, groundworks,  
in-house project  
management, architects  
and aftersales.



Our customers say  
it's our people who  
make the real difference.



Dun and Bradstreet  
financial rating of 1  
Minimum risk to you.



Total quality control.  
3 dedicated factories  
across Europe.  
ISO certification for quality,  
environment and safety.



# Portakabin capabilities and possibilities



## **Any building you want, delivered on time and on budget**

We've travelled a long way since 1961 and so have our buildings. Today, hiring a precision engineered Portakabin building is as easy as a phone call and buying a landmark modular building is up to 70% faster than building a conventional one. Operating in 10 countries, employing more than 1,750 people Portakabin innovates, develops and delivers exceptional buildings, solving space problems and opening up possibilities for a huge variety of organisations, large and small.

# With almost 100 locations we're near to you

## BELGIUM

**Portakabin Ltd**  
Avenue de l'Industrie 16, 1420  
Braine-l'Alleud

## ENGLAND

**Portakabin Ltd**  
Yorkon House, New Lane,  
Huntington, York,  
YO32 9PT

## FRANCE

**Portakabin SAS**  
Zone Industrielle Lille-Templemars  
8 Rue de l'Épinoy, BP 50020, 59637  
Templemars

## GERMANY

**Portakabin Mobilraum GmbH**  
Zum Flugplatz 1, 73566  
Bartholomä

## LUXEMBOURG

**Portakabin Ltd**  
2 Rue Kalchesbruck,  
1852

## NETHERLANDS

**Portakabin BV**  
Leeghwaterstraat 85, 3364  
AE, Sliedrecht

## NORTHERN IRELAND

**Portakabin (Ireland) Ltd**  
Dunmurry Industrial Estate,  
The Cutts, Dunmurry,  
Belfast,  
BT17 9HU

## REPUBLIC OF IRELAND

**Portakabin (Ireland) Ltd**  
Roseville Business Park,  
Turvey Avenue,  
Donabate, Co Dublin,  
K36 K759

## SCOTLAND

**Portakabin (Scotland) Ltd**  
Whistleberry Road,  
Hamilton,  
ML3 0EJ

## WALES

**Portakabin Ltd**  
Coaster Place,  
Cardiff,  
CF10 4XZ



# Building specification

## SL062 and SL082 for changing facilities

### Portakabin Solus Building

#### SL062 Portakabin Solus hire building

|                 |          |
|-----------------|----------|
| External Length | 6.10 m   |
| External Width  | 3.36 m   |
| Ceiling Height  | 2.3 m    |
| Floor Area      | 17.18 m2 |

#### External Doors

Fully insulated, steel faced doors in aluminium frame as standard for added security with mortice cylinder lock.

2 x 926mm wide inward opening external door with lock

#### Windows

Large square cornered aluminium frame, with trickle vents for natural ventilation. Double glazed tinted glass.

3 x 860 x 996 mm double glazed tinted window

3 x Obscure film to window

#### Partitioning & Internal Doors

High quality vinyl faced steel stud partitioning system. Optional half hour fire rating and acoustic upgrades are available. Lockable solid-core internal doors and frames in light oak finish. Optional half hour upgrade and vision panels available.

1 x Cross partition with right hand 926mm door

#### Plumbing

All plumbing is surfaced mounted as standard.

1 x Corner shower cubicle complete with shower attachments and water heater

# Building specification

## SL062 and SL082 for changing facilities

### Electrical

All items are installed and tested in accordance with the latest edition of the IET Wiring Regulations BS7671.

- 1 x 1 way light switch
- 1 x Wall mounted 2kw electric convector heater
- 3 x 13amp double socket
  
- 3 x Light fitting with louvre
- 1 x Pull switch

### Special Items

- 1 x Move heater
- 1 x Move lighting

### Loose furniture

Robust, contemporary, high quality furniture range. Free space planning service ensures the most intelligent use of building interior. All fully installed on site.

- 15 x Single Door Lockers 305mm x 300mm x 1850mm with Hasp & Staple Lock
- 2 x Single Changing Room Bench with Hooks
- 35 x Double Door Lockers 305mm x 300mm x 1850mm with Hasp & Staple Lock
- 6 x Single Changing Room Bench with Hooks

### Mag Sign

Full colour print magnetic sign including delivery  
1nr 1000 mm (l) x 610 mm (h)

# Building specification

## SL062 and SL082 for changing facilities

### Portakabin Solus Building

#### SL082 Portakabin Solus hire building

|                 |          |
|-----------------|----------|
| External Length | 8.64 m   |
| External Width  | 3.36 m   |
| Ceiling Height  | 2.3 m    |
| Floor Area      | 24.87 m2 |

#### External Doors

Fully insulated, steel faced doors in aluminium frame as standard for added security with mortice cylinder lock.

2 x 926mm wide inward opening external door with lock

#### Windows

Large square cornered aluminium frame, with trickle vents for natural ventilation. Double glazed tinted glass.

5 x 860 x 996 mm double glazed tinted window

5 x Obscure film to window

#### Partitioning & Internal Doors

High quality vinyl faced steel stud partitioning system. Optional half hour fire rating and acoustic upgrades are available. Lockable solid-core internal doors and frames in light oak finish. Optional half hour upgrade and vision panels available.

1 x Cross partition with right hand 926mm door

#### Plumbing

All plumbing is surfaced mounted as standard.

1 x Corner shower cubicle complete with shower attachments and water heater

# Building specification

## SL062 and SL082 for changing facilities

### Electrical

All items are installed and tested in accordance with the latest edition of the IET Wiring Regulations BS7671.

- |   |   |                                            |
|---|---|--------------------------------------------|
| 1 | x | 1 way light switch                         |
| 2 | x | Wall mounted 2kw electric convector heater |
| 3 | x | 13amp double socket                        |
| 3 | x | Light fitting with louvre                  |
| 1 | x | Pull switch                                |

### Special Items

- |   |   |               |
|---|---|---------------|
| 2 | x | Move heaters  |
| 1 | x | Move lighting |

### 2 x S/D CheckerSafe Steps

High quality modular checkersafe step system which complies to Part K of the Building Regulations. The landings and tread plates are fabricated in galvanised steel and coated with a Thermoplastic anti slip treatment which includes high visibility nosings. Full height guarding to all open faces complimented with wooden handrailing. Maximum ground to threshold height of 450mm (if this height is exceeded additional costs will be incurred), higher thresholds can be quoted on request.

2 x Single door sets of steps

### Delivery of building(s) to site

# Building specification

## SL062 and SL082 for changing facilities

### **Additional Optional Items - in addition to your overall weekly hire rate**

#### **Agent fees for PP & BC**

PLANNING PERMISSION AND BUILDING CONTROL APPLICATION

Confirmed Cost - £2,940.00

These are statutory requirements obtained from the local council to erect a building.

Portakabin Total Solutions can act as Agent to submit the Planning and Building Control Applications for the proposed Portakabin Building(s).

Our Agent duties include:

- \* Pre-submittal application research.
- \* Undertake necessary site visit.
- \* Calculate Council and Approved Inspector Fees and advise client.
- \* Completion of all statutory Council Forms.
- \* Production of mandatory drawings.
- \* Create a Design and Access Statement.
- \* Submit Applications.
- \* Keeping client informed at each key stage.
- \* Handling Building Control technical queries.
- \* Arranging Building Control inspections.

Exclusions:

Our Agent's costs do not include:

- \* Council Application Fee, Approved Inspector Fee or Council Discharge of Conditions Fees.
- \* Our prices do not include VAT.
- \* Specialist consultancy e.g., Tree Survey, Flood Risk Assessment, Structural Engineer.
- \* Data costs are capped at £200, where data (OS) costs exceed cap allowance the extra costs will be charged in addition to that quoted.

The Council's lead time to process the applications is approximately 8 weeks.

The Council (not Portakabin Limited) grant or refuse a Planning or Building Control Application. Any client who proceeds with their building installation before a Council decision is made does so at their own risk of a refusal. Our Agent's fees must be paid to Portakabin Ltd regardless of the Council's application decision. In the event that the application is cancelled by the client, any proportional agent's costs will be chargeable.

# Building specification

## SL062 and SL082 for changing facilities

### **Council Planning fees**

#### COUNCIL PLANNING APPLICATION FEES

Confirmed Cost £600.00

Required by the local Council to process a Planning Application.

- \* Portakabin Limited can pay these Planning Application Fees direct to the Council and will invoice the client when the application is submitted.
- \* The cost of these Council fees for the Portakabin Building on this quotation is £600.00 (This includes a 20% handling fee for Portakabin to process the payment).
- \* The council fees are a statutory requirement and any delay in payment could result in invalidation of planning applications.
- \* The Application Fees may change if the building size increases and does not include any extra charges the Council may levy at a later date e.g., Validation of a Condition Fee)

This fee must be paid regardless of the Council's decision.

### **Approved Inspector fees**

#### BUILDING CONTROL APPROVED INSPECTOR APPLICATION FEES

Confirmed Cost £1,320.00

Required by the Building Control Approved Inspector to process a Building Control Application.

- \* Portakabin Limited will pay these Building Control Fees direct to the Approved Inspector and will invoice the client when the application is submitted.
- \* The cost of these Building Control Fees for the Portakabin Building on this quotation is £1,320.00.
- \* The Application Fees may change if the building size and complexity increases.

This fee must be paid regardless of the Approved Inspector's decision.

# Building specification

## SL062 and SL082 for changing facilities

### Foundations

Quotation Date : 18.08.22

Project details : Fragrance Oils

Portakabin building(s) : SL062 & SL082

Preliminaries

Health & Safety management and administration (ie site specific RAMS)

Groundworks contractor supervision

50Lm Heras fencing to site perimeter (1 weeks hire, includes site delivery and collection, setting-up and dismantling)

Portakabin Site safety signage

Welfare to be provided by others

Confirmed cost = £900.00

Foundations

Setting out as agreed with the client and Portakabin Project Controller

8nr surface-mounted foundations

Foundations built to Portakabin specified tolerances

Checking of all levels and grid lines prior to the arrival of the Portakabin building(s)

Confirmed cost = £2,507.00

Electrical, water & foul connections

By the client

Surface water connections

To run to the ground

Total groundworks price = £3,407.00

Validity - This quotation is valid for 30 days from the date of issue

Groundworks general exclusions

# Building specification

## SL062 and SL082 for changing facilities

Fees to local authorities or service providers

Variations to the proposed works (e.g. Building Control / Client requirements) will be billed as extra cost

All works quoted have been priced to be undertaken at the same time, any part works may incur extra mobilisation costs

Quotation is based on normal weekday working

No provision for closing of the gap between the top of the foundations and the sub ground level i.e. building skirt, unless quoted for as a separate item

Employment of specialist design consultants (e.g. structural engineer)

No provision for pathways, ramps, steps, etc. unless quoted for as a separate item

Prices do not include landscaping works as a result of excavations, plant or vehicle movements. Landscaping (e.g. grass seeding, top soil etc.) can be quoted upon request.

No allowance for Principal Designer or Principal Contractor duties if required to conform to CDM2015 Regulations

No bolting down of the Portakabin building or staircases to its foundations

No provision of any trackway access, barrier removal, tree cutting or any other enabling works that may be required to facilitate the delivery of the building, unless quoted for separately

Prices do not include disconnection of services, foundation removal or any reinstatement costs when the building hire contract is terminated. These works can be quoted for at a later date

No allowance has been made for the provision of Lightning Protection to the building

### Foundations

All spoil is to be removed from site (unless stated otherwise) and is assumed to be uncontaminated

Diverting of existing services not included

Ground bearing pressure assumed to be at least 100Kn/m<sup>2</sup> at 1m depth

Any additional costs that may be incurred due to unforeseen unsuitable ground conditions, Building Control inspections or project variations will be subject to cost revisions and rescheduling of the programme may also need to be considered

If no information is provided prior to the commencement of works regarding buried services, then no responsibility can be taken for dealing with these services should they later become apparent

There is no requirement for stone, blinding under the building

# Damage Waiver Protection

## **Protect yourself against damage repair costs - for your peace of mind**

Damage waiver protection from Portakabin gives you the peace of mind that you won't have to pay for repairing any damage caused to your building, either accidentally or as a result of vandalism

## **No more unexpected repair charges**

That means you won't be faced with any additional charges for repairing or replacing damaged fixtures or equipment at the end of your hire contract. So there'll be no unexpected bills to pay when you send your building back to us. The policy covers your building and any additional equipment or systems supplied by Portakabin.\*

## **Fixed cost for your entire hire contract - with no hidden charges**

You can add damage waiver cover to hire contracts of any length. The cost is simply added to your weekly hire rate. What's more, the cost is fixed for the entire duration of your hire contract, so you won't have to worry about facing increasing charges - enabling you to budget with certainty

## **No excess to pay**

Unlike most comparable damage waiver schemes, you won't have any excess to pay when you make a claim.

## **Damage waiver protection - terms and conditions**

The charge for damage waiver protection is fixed at 10% of your weekly hire rate, including all fixtures, fittings and additional equipment supplied by Portakabin. This is subject to a minimum charge of £100 for each building covered. If you choose damage waiver protection as part of your contract, the charge will automatically be added to your monthly invoice of hire charges. You can opt to add damage waiver protection right up to your contract start date.

## **Exclusions:**

- o Wilful and deliberate damage

This charge includes all standard fixtures and fittings supplied by Portakabin, with additional equipment charged separately.

If you choose damage waiver protection as part of your contract, the charge will automatically be added to your monthly invoice of hire. You can add protection right up to your contract start date.

## **Exclusions:**

- Wilful and deliberate damage (by clients' employees)
- Fire and theft, including damage caused in the course of theft or attempted theft
- Items supplied by Portakabin that are paid via a one-off charge, such as foundations and other external works
- External kitchen units and generators
- Any items specifically excluded under your hire contract

Damage waiver protection does not replace insurance cover for your building. Please remember that you will need to obtain a suitable insurance policy in accordance with our standard conditions of hire.

## **What happens if I don't take out damage waiver protection?**

If damage waiver protection is not included in your hire agreement, then the cost of repairing or replacing damaged items will be invoiced at the end of your contract, as detailed in our standard terms and conditions of hire. You may be charged if you do not thoroughly clean your building. Damage waiver protection is optional. Your hire rate will not be affected if you decide to exclude this cover.

**Please note: These terms and conditions are supplementary to our standard terms and conditions of hire. If damage waiver cover is provided, these terms will take precedence over any standard terms that conflict with the above.**

1. Exclusions apply as outlined above

# Terms and Conditions

## PORTAKABIN LIMITED - TERMS AND CONDITIONS OF HIRE

### 1 Definitions and Interpretation:

1.1 In these Terms and Conditions of Hire, unless the context otherwise requires, the following terms will have the meanings set out opposite them below:

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Portakabin"             | Portakabin Limited of Yorkon House, New Lane, Huntington, York England, YO32 9PT (Company Registration Number: 00685303).                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| "Hirer"                  | the person(s), firm or company details of which are set out in the Hire Contract Front Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Additional Services"    | the additional services (if any) provided by Portakabin prior to or during the Hire Period in association with the supply of the Hire Products and/or Installation Services, in each case as set out in and provided subject to the terms of the Hire Contract.                                                                                                                                                                                                                                                                                                                              |
| "Business Day"           | a day other than a Saturday, Sunday or public holiday in England when banks are generally open for business in England.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Cancellation Charges"   | all monies owing at the time of cancellation or termination, plus all Contract Charges and other monies that would have been payable under the Hire Contract had the cancellation or termination not occurred until the end of the Minimum Hire Period.                                                                                                                                                                                                                                                                                                                                      |
| "Contract Charges"       | the Hire Charges, Installation Charges, Delay Charges and Removal Charges and, where applicable, the Unexpected Costs, the Damage Charges and the Cancellation Charges.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Damage Charges"         | the cost (fair wear and tear excepted) of securing, renovating, refurbishing, replacing and/or cleaning any Hire Products recovered by Portakabin upon termination or expiry of a Hire Contract, calculated in accordance with Condition 7.3 and including the removal and disposal of fixtures and fittings left in the Hire Product and costs arising from the non-return of keys for the Hire Products.                                                                                                                                                                                   |
| "Damage Waiver"          | the agreement under which certain Damage Charges in respect of Hire Products may be waived by Portakabin during the Hire Period and/or upon completion of the Hire Period subject to the terms and conditions agreed between the parties as set out in Condition 5.12.                                                                                                                                                                                                                                                                                                                       |
| "Defect"                 | the failure of the Hire Products to meet (in material respects) the applicable Specification and/or any material defects in materials and workmanship in relation to the Hire Products. For the avoidance of doubt, a Defect will exclude any minor snagging items.                                                                                                                                                                                                                                                                                                                          |
| "Delay Charges"          | the costs incurred by Portakabin in respect of any delayed or deferred delivery of Hire Products, including loss of income and costs relating to the storage, removal, transportation or insurance of the Hire Products.                                                                                                                                                                                                                                                                                                                                                                     |
| "Force Majeure Event"    | any event or events beyond the reasonable contemplation or control of the party suffering the event, including industrial action, failure or delay of suppliers or contractors, acts of God, war, civil disturbance, terrorism, epidemic, pandemic, restriction of supplies, failure of machinery or power, government intervention or guidance, compliance with laws, rules or regulations, accident, malicious damage, fire, explosion, flood, adverse weather or natural disaster strike, lockout or boycott or other industrial action involving Portakabin or its supplier's workforce. |
| "Good Industry Practice" | the exercise of that degree of skill, quality, care, diligence, prudence, efficiency, foresight and timeliness which would reasonably be expected from skilled, professional and experienced persons working for a business in that sector.                                                                                                                                                                                                                                                                                                                                                  |
| "Ground Works"           | works in (or connected with) the ground at the Hire Site which Portakabin has agreed to provide as part of the Installation Services (if any), as more particularly described in the Quotation, Hire Contract Front Sheet or other written terms issued by Portakabin.                                                                                                                                                                                                                                                                                                                       |
| "Handover"               | the acceptance of the Hire Products and Installation Services by the Customer as set out in Condition 4.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Hire Charges"           | the agreed rate for the hire of the Hire Products, as confirmed in the Hire Contract Front Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Hire Contract"          | the written contract for the supply of Hire Products and/or Services issued by Portakabin, incorporating the Hire Contract Front Sheet and the Quotation and these Terms and Conditions of Hire and any other written terms expressly incorporated by reference by Portakabin (in each case, as amended from time to time, whether recorded as a Variation or otherwise).                                                                                                                                                                                                                    |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Hire Contract Front Sheet"        | the front sheet of the Hire Contract which is issued by Portakabin following the Hirer's offer to engage Portakabin pursuant to Condition 2.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Hire Period"                      | the Minimum Hire Period and any continuation or extension thereof in accordance with the Hire Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Hire Products"                    | the buildings, all internal and external fittings relating to the buildings (including air conditioning, alarms, internal and external furniture) and all other physical items detailed in the Hire Contract.                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Hire Site"                        | the site(s) at which the Hire Products are to be installed, as confirmed on the Hire Contract Front Sheet or other written terms issued by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "Hirer Default"                    | has the meaning set out in Condition 8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Installation Charges"             | the charges payable by the Customer prior to Handover relating to the Installation Services as identified on the Hire Contract Front Sheet, which are calculated in accordance with Condition 7.3 and which include the costs of transportation, installation, Ground Works and craneage, together with any additional costs set out in a Variation, pursuant to Condition 3.1.1.3.2. Unexpected Costs, or as a result of any delay to the Start of the Minimum Hire Period or otherwise and relating to haulier waiting time which are incurred as a result of Hirer Default.                                 |
| "Installation Services"            | the services carried out by Portakabin relating to the transportation and installation of the Hire Products at the Hire Site (including any attempted installation which is unsuccessful due to Hirer Default), including any Ground Works and associated construction services, connection and/or disconnection of services, services relating to transportation and delivery (including road transport, closure of roads, craneage, removal of obstacles, external landscaping, craneage services), administration services and any other installation services specified in the Hire Contract.              |
| "Intellectual Property Rights"     | patents, rights to inventions, copyright, trade marks, business names and domain names, rights in get-up, goodwill and rights to sue for passing off, rights in designs, database rights, rights in confidential information, know-how and trade secrets and all other intellectual property rights, whether registered or unregistered and including all registrations, applications and rights to apply for or protect such rights, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights subsisting now or in the future in any part of the world. |
| "Minimum Hire Period"              | the minimum hire period of the Hire Products confirmed on the Hire Contract Front Sheet and beginning on the commencement of the Hire Period as set out in Condition 8.1.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Portakabin Group"                 | Portakabin and each company which is a subsidiary or holding company of Portakabin, or is a subsidiary of such holding company (in each case for the time being).                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Practical Completion Certificate" | (where applicable) the certificate issued by Portakabin confirming that Hire Products have been accepted by the Hirer and that Handover has occurred.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Professional Services"            | the services (if any) provided by Portakabin which relate to design, surveys, planning applications, approvals and building regulations, local authority consents and permits in each case as set out in the Quotation or other written terms issued by Portakabin.                                                                                                                                                                                                                                                                                                                                            |
| "Quotation"                        | the written quotation issued by Portakabin, concerning the hire of the Hire Products and/or supply of the Services (as amended and/or updated from time to time by Portakabin, whether by a Variation or otherwise), including any covering letter and drawings contained or referred therein, subject to these Terms and Conditions of Hire.                                                                                                                                                                                                                                                                  |
| "Removal Charges"                  | all charges relating to the removal (or any attempted removal which is unsuccessful through Hirer Default) of the Hire Products from the Hire Site, as calculated in accordance with Condition 7.3 and including but not limited to any charges for disconnection of services, craneage, road transport, closure of roads, obtaining local authority consents and permits (where Portakabin has agreed to obtain them), removal of obstacles, haulier waiting time incurred as a result of Hirer Default, any landlord's costs and charges for administration services.                                        |
| "Services"                         | the Professional Services, the Installation Services and/or the Additional Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Specification"                    | the specification for the Hire Products and Services as set out in the Quotation or other written terms issued by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Start of the Minimum Hire Period" | the agreed target date on which the Hire Period is due to commence, as confirmed on the Hire Contract Front Sheet as such date is varied by a Variation, Condition 4.2 or otherwise.                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Termination Date" | the later of: (i) the end of the Hire Period; (ii) the date any notice of termination expires; or (iii) the date of removal of the Hire Products from the Hire Site by Portakabin (where it has not been possible to remove the Hire Products from the Hire Site on or before the date the notice of termination expires due to Hirer Default or any other factors beyond the reasonable control of Portakabin).                                                                                                                                                                                                                            |
| "Unexpected Costs" | any unforeseen additional costs which are incurred by or on behalf of Portakabin during the provision of the Hire Products and Services, including additional costs incurred (i) as a result of the provision of any Additional Services; (ii) as a result of Hirer Default pursuant to Condition 6.1.3; (iii) due to any of the events listed in Condition 4.2; (iv) as required to obtain any consents, permissions or approvals for and on behalf of the Hirer; and/or (v) due to any other matters beyond the reasonable control of Portakabin (including adverse weather impacting upon the performance of the Installation Services). |
| "Variation(s)"     | any written record of all updates to the contents of the Quotation and the Hire Contract Front Sheet which are agreed between the parties during the period between the first issue of the Quotation and Handover to take effect as contractual terms.                                                                                                                                                                                                                                                                                                                                                                                      |
| "Working Hours"    | the typical site working hours (up to a maximum of 10 hours inclusive of breaks) at the Hire Site as confirmed in the Quotation or other written terms issued by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

1.2 In these Terms and Conditions of Hire, unless the context otherwise requires:

1.2.1 references to the singular include the plural and vice versa;

1.2.2 references to Conditions and the Schedule are to conditions of, and the schedule to, these Terms and Conditions of Hire;

1.2.3 headings to Conditions and the Schedule are inserted for convenience only and will not affect the construction or interpretation of these Terms and Conditions of Hire;

1.2.4 reference to any statute, statutory instrument or regulation will be construed as a reference to the statute, statutory instrument or regulation as amended or re-enacted after the date of the Hire Contract and such reference includes any subordinate legislation made under that statute, statutory instrument or regulation, as amended or re-enacted;

1.2.5 general words are not to be given a restrictive meaning because they are followed by particular examples, and any words or phrases introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;

1.2.6 the expressions "subsidiary" and "holding company" will have the meanings given in section 1159 Companies Act 2006, and will include parent and subsidiary undertakings as defined in section 1162 Companies Act 2006;

1.2.7 if and to the extent of any inconsistency or conflict between any of the contents and/or documents attached or otherwise incorporated into the Hire Contract, the order of priority for the purposes of construction, is in descending order:

1.2.7.1 the Variations (and any other written terms issued by Portakabin which are intended to take effect as terms of the Contract (including updates to the Quotation));

1.2.7.2 the Hire Contract Front Sheet;

1.2.7.3 the Quotation; and

1.2.7.4 these Terms and Conditions of Hire (including the Schedule (if any)).

### 2 The Hire Contract Terms:

2.1 The Quotation will not constitute an offer by Portakabin and will be considered an invitation to treat only. Unless otherwise agreed in writing by Portakabin, the Quotation is only valid for thirty (30) days from its date of issue. The Quotation may be withdrawn or amended by Portakabin, without liability, at any time before acceptance by the Hirer.

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- 2.2 The Hirer's acceptance of the Quotation and other written terms issued by Portakabin (if any) may be evidenced by the issue of an order, which will constitute an offer by the Hirer to engage Portakabin to provide the Hire Products and/or the Services, subject to these Terms and Conditions of Hire. Upon receipt of the Hirer's offer Portakabin may, at its sole option, accept the order subject to these Terms and Conditions of Hire, and issue the Hire Contract Front Sheet, at which point the contract between the parties will come into existence and become binding upon them. Unless specifically referred to by Portakabin as a new order or amended order, any rejection of the Hirer's order (including any communication that may accompany such rejection) shall not constitute a counter-offer capable of acceptance by the Hirer.
- 2.3 These Terms and Conditions of Hire will be incorporated in and form part of any and all Hire Contracts to the exclusion of any other terms, including any terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless otherwise agreed in writing by Portakabin. In particular, no terms or conditions endorsed on, delivered with, or contained in the Hirer's purchase conditions, order, confirmation of order, specification or other document will form part of the Hire Contract, except to the extent that Portakabin explicitly agrees to this in writing.
- 2.4 The Hirer warrants the accuracy, sufficiency and completeness of all documents, instructions, information or other data (including survey data and data relating to the condition of the Site or any adjoining property or any services in, or under, the site) provided to Portakabin in connection with this Hire Contract, and understands and agrees that Portakabin will be entitled to rely upon the accuracy, sufficiency and completeness of any such documents, instructions, information or other data provided by or on behalf of the Hirer in connection with the Hire Contract. Portakabin shall not be liable for any losses suffered by the Hirer or failure to provide the Hire Products and/or Services as a result of the Hirer's breach of this warranty.
- 2.5 Any samples, indicative drawings, descriptive matter or advertising issued by Portakabin and any descriptions, illustrations or descriptions of the Hire Products and/or Services contained in catalogues, brochures, other marketing materials, websites or mobile commerce sites are issued or published for the sole purpose of giving an approximate idea of the goods and services described in them. Such material will not form part of the Hire Contract or have any contractual force.
- 2.6 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Hire Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 3 Delivery and Installation:**
- 3.1 If Portakabin is performing:
- 3.1.1 any Ground Works as Installation Services:
- 3.1.1.1 the extent and scope of the Ground Works (including any assumptions) are as set out in the Quotation and other written terms issued by Portakabin (if any);
- 3.1.1.2 such Ground Works form part of the Installation Services;
- 3.1.1.3 the cost and time risk of Portakabin encountering any adverse physical conditions, (including the sub-surface conditions), artificial obstructions and other conditions of, or affecting, the Hire Site is to be borne by the Hirer and Portakabin will be entitled to:
- 3.1.1.3.1 an extension of time to the Start of the Minimum Hire Period equivalent to the length of any delay caused (and such delay will constitute (and will be treated as) a Force Majeure Event); and
- 3.1.1.3.2 add any resulting additional costs and loss and/or expense as an Unexpected Cost
- 3.2 Portakabin will use its reasonable endeavours to deliver the Hire Products to the Hire Site and undertake the Installation Services on or before the Start of the Minimum Hire Period but time is not of the essence in respect of the delivery of the Hire Products or Services. Portakabin may, at its sole option, accept a request by the Hirer to defer or delay delivery of the Hire Products, conditional upon the Hirer paying the Delay Charges, which Portakabin will invoice to the Hirer following its acceptance of the delay request. Any project programme set out in the Hire Contract or otherwise is indicative only, and any timings therein are not binding on Portakabin.
- 3.3 The Hirer will:
- 3.3.1 prepare the Hire Site to the satisfaction of Portakabin prior to the mutually agreed delivery date;
- 3.3.2 provide reasonable support and assistance to Portakabin in connection with the performance of the Installation Services (including providing access to the Hire Site as otherwise reasonably requested by Portakabin) and in accordance with the project programme proposed by Portakabin, or as otherwise reasonably requested by Portakabin); and
- 3.3.3 provide Portakabin with all reasonable assistance and delivery instructions that are relevant to the delivery of the Hire Products and performance of the Installation Services, including: (i) providing safe and adequate access from the public highway to the Hire Site for all staff and vehicles required to complete delivery of the Hire Products and/or performance of the Installation Services; (ii) providing adequate hard standing for vehicles and a crane alongside the area where the Hire Products are to be delivered and installed; (iii) providing appropriate temporary water and power supplies adjacent to where the Hire Products are to be delivered and installed; and (iv) ensuring that the Hire Site has an appropriate level hard standing surface suitable for the Hire Products and suitable foundations are provided to support the Hire Products (with the Hirer taking due consideration of the loading requirements of the Hire Products and the ground conditions of the Hire Site).
- 3.4 Save to the extent that Portakabin is appointed as principal contractor (as set out in the Quotation or in any other written terms issued by Portakabin), the Hirer acknowledges that the Hirer is responsible for compliance with all applicable laws relating to health and safety which concern the Hire Site, and for maintaining the Hire Site as a safe environment for any Portakabin employees, sub-contractors and/or agents who are in attendance at the Site, and for ensuring their safety on the Site. The Hirer will indemnify, keep indemnified and hold harmless Portakabin against any loss suffered by Portakabin all actions, proceedings, costs, claims and demands brought or made against or incurred by any person, firm or company (including Portakabin) arising out of or connected with the Hirer's provision of a safe environment at the Hire Site and compliance with all applicable laws relating to health and safety.
- 4 Handover:**
- 4.1 The Hire Products and Installation Services will be deemed to be accepted and Handover will be deemed to have occurred:
- 4.1.1 if the Hire Products are a single or linked pre-fabricated stand-alone cabin(s), subject to Condition 4.1.3, on the later of delivery or the date on which Portakabin confirms that all Installation Services (if any) have been completed;
- 4.1.2 if the Hire Products are modular buildings (comprising of individual modules assembled into buildings) subject to Condition 4.1.3, on the earlier of the Hire Products being made available by Portakabin for occupation or signature by the Hirer of the Practical Completion Certificate; and
- 4.1.3 if any Defects and/or incorrect provision of the Installation Services reported in accordance with Condition 5.1 mean that the Hire Products are unfit for beneficial occupation by the Hirer, when such Defects and/or incorrect provision of the Installation Services have been remedied, (but for the avoidance of doubt, Handover will not be prevented from occurring as a result of snagging or other items which do not mean that the Hire Products are unfit for occupation by the Hirer (as determined by Portakabin)).
- 4.2 Portakabin will not be liable for any delay in Handover caused by: (i) any changes requested by the Hirer to the terms of the Hire Contract (including changes to the Hire Site, the Specification, or the project timescales (whether or not recorded as a Variation); (ii) any Hirer Default; (iii) the acts or omissions of utilities suppliers, local government authorities or other third parties; (iv) the existence of any adverse physical conditions (including sub-surface conditions) or artificial obstructions affecting the Hire Site; (v) any Force Majeure Event (including road closures or any non-availability of suitable delivery escort providers, or where the Hire Products cannot be delivered or craned onto the Hire Site as a result of adverse weather); (vi) as a result of any failure to obtain any consents, permissions or approvals; or (vii) as a result of Portakabin suspending its obligations under the Hire Contract pursuant to Conditions 6.1.1, 7.7.1, 8.6 or 17.1, and the Start of the Minimum Hire Period will be extended accordingly.
- 4.3 If Handover does not occur on or before the Start of the Minimum Hire Period the Hirer will, as its sole and exclusive remedy and subject to Conditions 3.1.1.3.1, 3.2, 4.2, 4.4, 4.5, be entitled to one week's free hire of the Hire Products for each complete Business Day after the Start of the Minimum Hire Period until Handover occurs, up to a maximum of four (4) Business Days (and for these purposes "free hire" means that the Hire Charges will not be payable in respect of the free hire period). Portakabin and the Hirer agree that the remedy set out in this Condition 4.3 is fair and reasonable in all the circumstances and represent a genuine pre-estimate of the likely losses that the Hirer is likely to suffer as a result of the delay to the date Handover takes place, will not impose a detriment on Portakabin which is disproportionate to the legitimate interests of the Hirer and are without prejudice to the obligations of Portakabin under the Contract if it is reasonably able to do so.
- 4.4 The remedy set out in Condition 4.3 is only available to the Hirer if: (i) the Minimum Hire Period exceeds five (5) weeks; (ii) the Hirer has returned a signed copy of the Hire Contract Front Sheet to
- Portakabin in advance of the delivery of the Hire Products to the Hire Site; and (iii) the Hirer informs Portakabin in writing of its intent to claim free hire pursuant to Condition 4.3 within one week of the original Start of the Minimum Hire Period.
- 4.5 The Hirer understands and accepts that: (i) Portakabin may, at any time and at its sole option, withdraw or amend the terms of the free hire offer set out in Condition 4.3; and (ii) any claim made by the Hirer pursuant to Condition 4.4 will represent the Hirer's sole and exclusive remedy in respect of delayed Handover, and the Hirer hereby agrees to waive any other claim it may have in respect of delayed Handover.
- 5 Defects and Maintenance:**
- 5.1 The Hirer will promptly notify Portakabin in writing of any Defects and/or incorrect provision of the Installation Services and/or repairs required to the Hire Products.
- 5.2 Upon being informed or otherwise becoming aware of any Defects and/or incorrect provision of the Installation Services and/or Hire Products requiring repair, Portakabin will, subject to Conditions 5.3 and 5.4, remedy the incorrect provision of the Installation Services and in respect of any Defects either, (at its option): (i) remedy any Defects or carry out such repair services; or (ii) replace the affected Hire Products, without charge to the Hirer within a reasonable time of becoming aware of such Defect, incorrect provision of Installation Services and/or repair requirement. In such event, the Hirer will, at the request of Portakabin, provide all information, layouts, drawings and facilities requested by Portakabin in order for the repair or replacement to be completed.
- 5.3 If the Defect or repair requirement is, in the reasonable opinion of Portakabin, due to fair wear and tear, Portakabin will carry out the repair without charge to the Hirer.
- 5.4 Portakabin will not be liable for any Defects and/or incorrect provision of the Installation Services and/or repairs, if, in the reasonable opinion of Portakabin:
- 5.4.1 it arises because the Hirer failed to follow the oral or written instructions given by Portakabin, including as to the commissioning, use and maintenance of the Hire Products;
- 5.4.2 it arises as a result of Portakabin following any instructions, requirements, drawings or designs supplied by the Hirer;
- 5.4.3 it arises as a result of Hirer Default, any act or omissions of any third party, or the Hirer's or any third party's wilful damage or negligence;
- 5.4.4 the Hirer fails to promptly inform Portakabin of any Defects and/or incorrect provision of the Installation Services and/or items requiring repair and/or the Hirer continues to use the affected Hire Products, so that such item(s) deteriorate (including in circumstances where a repair is no longer of normal wear and tear);
- 5.4.5 the Hirer (or a third party) alters or repairs the affected Hire Products in which case, Portakabin will charge the Hirer with the costs of repair or replacement, (subject to the application of the Damage Waiver, if applicable), including any Removal Charges or Installation Charges if the Hire Products have to be removed from the Hire Site for repair (and, for the avoidance of doubt, the Contract Charges will continue to be payable throughout the period during which the Hire Products have been taken for repair).
- 5.5 The Hirer's sole and exclusive remedy (to the fullest extent permitted by law) in relation to Defects or the incorrect provision of the Installation Services or in respect of the repair or replacement of Hire Products will be as set out in Condition 5.2, and these Terms and Conditions of Hire will automatically apply to any re-performed Installation Services and/or any repaired or replacement Hire Products supplied by Portakabin.
- 5.6 Subject to Condition 5.1, the Hirer will keep the Hire Products clean, maintained and secured at all times during the Hire Period in accordance with Good Industry Practice.
- 5.7 The Hirer will secure any Hire Products that are broken into or vandalised as soon as reasonably practicable, but will otherwise not itself repair, or engage a third party to repair, the Hire Products.
- 5.8 If mains services (including electricity and water) are to be connected to the Hire Products, the Hirer will satisfy itself of the suitability of such services and carry out all appropriate tests and complete the connections and disconnections, together with all necessary documentation in respect of such connections and Portakabin shall not be liable to the Hirer for any losses it may suffer as a result of such main services are unsuitable for the Hire Products, save to the extent that this work is being carried out by Portakabin under the Hire Contract.
- 5.9 Portakabin will carry out periodic testing of any equipment in the Hire Products, including fire and intruder alarms and electrical equipment, as set out in the Hire Contract. Save as set out in the Hire Contract, it is the Hirer's responsibility to ensure that all periodic inspection and testing required during the Hire Period, by law and Good Industry Practice, is done in relation to any installations or

# Terms and Conditions

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| equipment in the Hire Products. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 7.7   | Without limiting the remedies available to Portakabin under Condition 8.4, Portakabin may, where the Contract Charges are not paid (in whole or in part) in accordance with the terms set out in the Hire Contract:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8.5      | Any notice of termination must be given in writing and delivered to the address of the other party set out in Condition 21.1, provided that the Hirer may also deliver a valid notice of termination by hand or by first class post to the Portakabin local hire centre identified on the Hire Contract Front Sheet.                                                                                  |
| 5.10                            | Portakabin reserves the right to enter upon the Hire Site at any time upon reasonable notice to inspect the condition of the Hire Products, to carry out servicing or repairs or to remove them for repair if necessary in accordance with the terms of the Hire Contract. Notwithstanding any inspection, Damage Charges shall remain due and payable by the Hirer to Portakabin as applicable in the event that damage is discovered during any such inspection. | 7.7.1 | suspend performance of its obligations under the Hire Contract; and/or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 8.6      | Without limiting its other rights or remedies, Portakabin or a member of the Portakabin Group (as applicable) may suspend performance of its obligations under the Hire Contract, or the provision of goods or services under any other contract between the Hirer and any member of the Portakabin Group, if any of the events listed in Conditions 8.4.1 to 8.4.3 (inclusive) applies to the Hirer. |
| 5.11                            | The Hire Products will be left secure, clean and tidy at the end of the Hire Period, and the Hirer will remove all of the Hirer's fixtures and fittings. The Hirer will also return all keys for the Hire Products.                                                                                                                                                                                                                                                | 7.7.2 | charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (and in such event interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment), and in such event, the Hirer will pay the interest together with the overdue amount and the reasonable costs (on an indemnity basis) of any third party collection agent that Portakabin may engage to collect any of the Contract Charges which are outstanding from the Hirer, and Portakabin reserves the right to invoice all Contract Charges then accrued under the Hire Contract or any other contract between the Hirer and Portakabin and in addition to recover those Contract Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9        | Consequences of Termination:                                                                                                                                                                                                                                                                                                                                                                          |
| 5.12                            | The Hire Contract Front Sheet will confirm if the Hirer has obtained an optional Damage Waiver ("DW") from Portakabin. The DW will apply to charges for cleaning, repairing or replacing damaged standard fixtures and fittings supplied by Portakabin, during the Hire Period and/or upon completion of the Hire Period, subject to the following restrictions:                                                                                                   | 8     | The Hire Period, Notice Periods and Termination:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9.1      | On termination or cancellation of the Hire Contract for any reason or where the Hire Contract is void by operation of law or court order:                                                                                                                                                                                                                                                             |
| 5.12.1                          | DW will, unless otherwise agreed, apply only to standard fixtures and fittings supplied by Portakabin (additional fees will be applied if the cover is extended to any non-standard fixtures and fittings);                                                                                                                                                                                                                                                        | 8.1   | The Hire Contract will commence in accordance with Condition 2.2 and the Hire Period will commence upon Handover. Unless and until terminated in accordance with these Terms and Conditions of Hire the Hire Contract will continue for the Minimum Hire Period and will then continue automatically thereafter unless and until either party gives at least three (3) months' prior written notice of termination in accordance with Condition 8.5, or such other period of notice as is confirmed on the Hire Contract Front Sheet, provided always that such notice will expire on or after the date of expiry of the Minimum Hire Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 9.1.1    | the Hirer will:                                                                                                                                                                                                                                                                                                                                                                                       |
| 5.12.2                          | DW does not apply to: (i) wilful and deliberate damage (by Hirers or third parties); (ii) fire and theft (including damage caused in the course of theft or attempted theft); (iii) items which are not paid via for Hire Charges; (iv) external kitchen units and generators; and (v) any other items specifically excluded under the Hire Contract; and                                                                                                          | 8.2   | Following commencement, Portakabin may, at its sole option, accept cancellation of the Hire Contract prior to the commencement of the Hire Period, conditional upon the Hirer paying the Cancellation Charges, which Portakabin will invoice to the Hirer following its acceptance of the cancellation request. Such invoice will be payable by the Hirer in accordance with Condition 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 9.1.1.1  | immediately give to Portakabin access to the Hire Site and comply with all instructions given by Portakabin to enable Portakabin to collect the Hire Products from the Hire Site;                                                                                                                                                                                                                     |
| 5.12.3                          | DW does not affect the Hirer's obligation to obtain insurance cover pursuant to Condition 10.2.                                                                                                                                                                                                                                                                                                                                                                    | 8.3   | If, after the Hire Period has begun the Hirer wishes to terminate the Hire Contract prior to the expiry of the Minimum Hire Period, the Hirer will serve three (3) months' written notice on Portakabin requesting early termination. Portakabin will be under no obligation to accept such request but may do so on such terms as it agrees with the Hirer. In the event that Portakabin does accept such request, the Hirer will pay to Portakabin the Cancellation Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 9.1.1.2  | attend the Hire Site (or such location as Portakabin designates if the Hire Products have been recovered by Portakabin) with a representative of Portakabin, who will prepare a damage report in relation to the Hire Products (upon which the Damage Charges will be based); and                                                                                                                     |
| 6                               | Hirer Default:                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 8.4   | Portakabin may immediately terminate the Hire Contract at any time by written notice to the Hirer:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.1.3  | without prejudice to the other rights and remedies available to Portakabin, immediately pay to Portakabin all outstanding sums already invoiced to it by Portakabin and, in respect of goods or services supplied but for which no invoice has yet been submitted, pay the further invoice(s) submitted by Portakabin in accordance with Condition 9.1.2.3 immediately on receipt.                    |
| 6.1                             | If the performance of any of the obligations of Portakabin in respect of the Hire Products and/or Services is prevented or delayed by any act or omission by the Hirer, or by any failure by the Hirer to perform any of its obligations under the Hire Contract, in whole or in part (in each case a "Hirer Default"):                                                                                                                                            | 8.4.1 | if the Hirer does not pay any of the Contract Charges upon the terms set out in the Hire Contract;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.2    | Portakabin will, as soon as reasonably practicable:                                                                                                                                                                                                                                                                                                                                                   |
| 6.1.1                           | Portakabin will, without limiting its other rights or remedies have the right to suspend performance of its obligations until the Hirer remedies the Hirer Default (and the time for the performance of the obligations of Portakabin under the Hire Contract will be extended by a period which reflects the impact of the delay caused by the Hirer Default);                                                                                                    | 8.4.2 | in the event of a Hirer Default where the act, omission or failure is irremediable or (if such act, omission or failure is remediable) fails to remedy the act, omission or failure within the period set out in the notice requiring it to do so;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9.1.2.1  | attend the Hire Site to remove the Hire Products and, either on the Hire Site or at such location as Portakabin designates, prepare a damage report and thereafter send a copy to the Hirer;                                                                                                                                                                                                          |
| 6.1.2                           | Portakabin will not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from a failure or delay by Portakabin to perform any of its obligations and/or from the Hirer Default; and                                                                                                                                                                                                                                 | 8.4.3 | if the Hirer: (i) appears, in the reasonable opinion of Portakabin, to be unable to meet all commitments under the Hire Contract; (ii) ceases to trade; (iii) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iv) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (v) has a petition filed, a notice given, a resolution passed, or an order made, for or in connection with its winding up; (vi) has an application made to court, or an order made, for the appointment of an administrator in connection with its business, or has a notice of intention to appoint an administrator given, or has an administrator appointed; (vii) suffers a holder of a qualifying floating charge over its assets appointing, or becoming entitled to appoint, an administrative receiver, or suffers any other person appointing, or becoming entitled to appoint, a receiver over its assets; (viii) has a creditor or encumbrancer attaching or taking possession of the whole or any part of the its assets; (ix) (being an individual, partnership or unincorporated firm) has a bankruptcy petition presented or a bankruptcy order made against any individual or partner, or has a debt relief order made against him or her, or any individual or partner enters into or applies to enter into a voluntary arrangement or an informal arrangement with creditors or appears, in the reasonable opinion of Portakabin, to be unable to meet all commitments under the Hire Contract; or (x) is subject to any event in any jurisdiction to which it is subject that has an effect equivalent, or similar, to any of the events mentioned in (iii) to (ix) (inclusive); or being an individual, partnership or firm, has a bankruptcy petition presented or a bankruptcy order made against any individual or partner or has a debt relief order against him or her or applies for or any individual or partner applies to enter into or enters into a voluntary arrangement or an informal arrangement with creditors or ceases to trade; or | 9.1.2.2  | issue an invoice for the Damage Charges (which will be payable by the Hirer in accordance with Condition 7) ; and                                                                                                                                                                                                                                                                                     |
| 6.1.3                           | the Hirer will reimburse Portakabin on written demand for any costs or losses sustained or incurred by Portakabin arising directly or indirectly from the Hirer Default.                                                                                                                                                                                                                                                                                           | 8.4.4 | pursuant to Condition 17.3 upon the continuance of a Force Majeure Event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 9.1.2.3  | on ascertaining the same, issue an invoice for all Contract Charges (and all other amounts due) then accrued under the Hire Contract, or any other sums under a contract between the Hirer and any member of the Portakabin Group (which will be payable by the Hirer within 30 days of the date of the invoice).                                                                                     |
| 7                               | Charges and Payment:                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9.1.3    | the accrued rights and remedies of the parties as at termination will not be affected, including the right to claim damages in respect of any breach of the Hire Contract which existed at or before the date of termination or expiry; and                                                                                                                                                           |
| 7.1                             | The Hire Charges will be payable from Handover and will be invoiced in advance on a periodic basis as confirmed on the Hire Contract Front Sheet. Except as expressly provided in these Terms and Conditions of Hire, the Hire Charges are payable until the Termination Date. All other Contract Charges will be invoiced and payable as and when the charges are incurred, or as otherwise set out in the Quotation.                                             |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9.1.4    | Conditions which expressly or by implication have effect after termination will continue in full force and effect including Conditions 1, 5.11, 7, 8, 9, 14, 15, 16, 18 and 23 shall survive termination or cancellation of the Hire Contract.                                                                                                                                                        |
| 7.2                             | In addition to the Hire Charges set out in the Hire Contract, the Hirer will also be liable for any Unexpected Costs which may be invoiced at any time from the date on which such costs and/or charges are incurred.                                                                                                                                                                                                                                              |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10       | Risk, Title and Insurance:                                                                                                                                                                                                                                                                                                                                                                            |
| 7.3                             | The Installation Charges, Removal Charges, Damage Charges, and Unexpected Costs are calculated with reference to the cost of materials and labour at the current rates of Portakabin at the date when such costs are incurred.                                                                                                                                                                                                                                     |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.1     | The risk of all claims for injury to person or property or damage to the Hire Products caused by or in connection with the manufacture, storage, transport, loading and unloading and installation and dismantle of the Hire Products:                                                                                                                                                                |
| 7.4                             | All Contract Charges will be subject to any applicable VAT and any other relevant tax or duty thereon at the prevailing rate which will be added to each invoice.                                                                                                                                                                                                                                                                                                  |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.1.1   | shall be borne by Portakabin:                                                                                                                                                                                                                                                                                                                                                                         |
| 7.5                             | The Contract Charges will (unless otherwise agreed by Portakabin) be payable by direct debit. Time will be of the essence in relation to payment of the Contract Charges. Payment will be deemed to have been received by Portakabin upon receipt of cleared funds into its bank account. No other payment terms will apply unless agreed in writing by Portakabin.                                                                                                |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.1.1.1 | until the date of Handover (or partial Handover); and                                                                                                                                                                                                                                                                                                                                                 |
| 7.6                             | The Hire Charges out in the Contract is based upon all Services being provided during Working Hours. The engagement of Portakabin outside Working Hours will incur an additional charge, which will be reflected in the Contract Charges.                                                                                                                                                                                                                          |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.1.1.2 | from the date following the last date of the Hire Period to the date on which all of the Hire Products have been removed from the Hire Site (except where the same are caused by the act or omission of the Hirer); and                                                                                                                                                                               |
|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.1.2   | shall be borne by the Hirer following Handover (or partial Handover) until the last date of the Hire Period.                                                                                                                                                                                                                                                                                          |

# Terms and Conditions

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|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.2   | The Hirer will:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | requested by the Hirer in order to obtain consents, permissions and/or approvals pursuant to Condition 13.6); | Hirer, in which case the supply of such goods will be made subject to such other terms as the parties may agree in writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10.2.1 | at its expense, insure the Hire Products, in the joint names of the Hirer and Portakabin: (i) against all risks of loss or damage to the insurance value confirmed on the Hire Contract Front Sheet; and (ii) to the amount of one million pounds (£1,000,000) (or such other amount as required by Portakabin from time to time) against the risk of all claims for injury to person or property; in each case with a reputable insurance company and covering claims caused by, or in connection with, the use or occupation of the Hire Products. The Hirer must ensure that the interest of Portakabin is noted on any such insurance policies and will, upon request, provide Portakabin with a copy of all such policies of insurance and a receipt for the payment of the last premium; and | 13.3                                                                                                          | Portakabin will not be liable for any failure of the Hire Products to comply with Condition 13.2 or any other warranty set out in this Condition 13 if, in the reasonable opinion of Portakabin, the failure arises as a result of:                                                                                                                                                                                                                                                                                                                                                |
| 10.2.2 | reimburse Portakabin for the full replacement value of new equivalent Hire Products if the Hire Products (or any part of them) are either destroyed or beyond economic repair.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 13.3.1                                                                                                        | the Hirer failing to follow the oral or written instructions given by Portakabin, including as to the commissioning, use and maintenance of the Hire Products;                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10.3   | If Portakabin is not satisfied as to the insurance arrangements made by the Hirer, it may take out insurance itself and the cost of doing so will form part of the Contract Charges and will be recoverable accordingly, but this will not relieve the Hirer of its obligations under this Condition 10.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 13.3.2                                                                                                        | Portakabin following any instructions, requirements, drawings or designs supplied by the Hirer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.4   | The Hirer will inform Portakabin in writing immediately if any event occurs whereby the Hirer makes a claim on its insurance and will take note of any requirements of Portakabin and keep Portakabin informed of any such claim.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 13.3.3                                                                                                        | Hirer Default, any act or omissions of any third party, or the Hirer's or any third party's wilful damage or negligence;                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.5   | The Hirer will not do, or omit to do, or permit to be done anything which will or may weaken, damage or be detrimental to or prejudicial to Portakabin or any member of the Portakabin Group or the reputation or the reputation or goodwill associated with any trade marks of Portakabin or any member of the Portakabin Group or which may invalidate or jeopardise any registration of such marks.                                                                                                                                                                                                                                                                                                                                                                                             | 13.3.4                                                                                                        | the Hirer failing to promptly inform Portakabin of any such failure and/or the Hirer continuing to use the affected Hire Products after discovery of the failure, so that such failure issue deteriorates; or                                                                                                                                                                                                                                                                                                                                                                      |
| 10.6   | Property in, title and ownership of the Hire Products will always remain with Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 13.3.5                                                                                                        | the Hirer (or any third party) altering or not properly maintaining the Hire Products.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11     | Use of Hire Products:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 13.4                                                                                                          | The Hirer's sole and exclusive remedy (to the fullest extent permitted by law) in relation any warranty set out in this Condition 13 will be as set out in Condition 5.2 above.                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11.1   | The Hirer will ensure that the Hire Products do not become permanently affixed to any land or building or incapable of being removed without damage to any land or buildings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 13.5                                                                                                          | Notwithstanding that Portakabin may agree to assist the Hirer in applying for such consents (which will be set out in the Hire Contract), permissions and/or approvals as part of the Services, the Hirer will remain responsible for obtaining all consents, permissions and/or approvals needed for the delivery, installation and use of the Hire Products at the Hire Site and/or the provision of the Installation Services at the Hire Site, including landlord's consent, planning permission and building regulation approval (and the Hirer understands and accepts that: |
| 11.2   | The Hirer will not assign, re-hire, sub-let, on-hire, cross-hire, sell, mortgage, charge, pledge or otherwise deal with the Hire Products in any way inconsistent with the ownership of the Hire Products by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 13.5.1                                                                                                        | the Specification, Hire Products and Services may not comply with building regulations (including, where relevant, Building Bulletins, Health Building Notes and Health Technical Memoranda);                                                                                                                                                                                                                                                                                                                                                                                      |
| 11.3   | The Hirer will not allow the Hire Products to become subject to any charge, lien or encumbrance and will protect the Hire Products from any execution, distress or seizure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 13.5.2                                                                                                        | it will, in all cases, be liable to pay any additional costs and charges incurred by it or by Portakabin as a result of the requirement to make any amendments to the Specification, the Hire Products and/or the provision of the Installation Services in order to obtain any such consents, permissions and/or approvals).                                                                                                                                                                                                                                                      |
| 11.4   | The Hirer will not remove or allow to be removed from the Hire Products the Portakabin name, identifying plate, mark or trade mark nor alter the same, nor affix its own board, name, mark or sign to them. In particular, the Hirer may not affix its own board, name, mark or sign to the Hire Products in such a way as to cause deception or confusion or to suggest any connection between the Hirer and Portakabin, other than that of hirer of the Hire Products.                                                                                                                                                                                                                                                                                                                           | 13.6                                                                                                          | Where Portakabin, as part of the Professional Services, is assisting the Hirer to apply for consents, permissions and/or approvals:                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11.5   | The Hirer will pay all rent and other outgoings due by the Hirer for the use of the Hire Site during the Hire Period and thereafter until the Termination Date and will ensure that Portakabin has rights to access the Hire Site at all times on reasonable notice to inspect or remove the Hire Products.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 13.6.1                                                                                                        | the Hirer acknowledges that the grant of consents, permissions and/or approvals is dependent on a number of factors including the location of the Hire Site, the Hire Products, the authority concerned and the intended use of the Hire Products;                                                                                                                                                                                                                                                                                                                                 |
| 11.6   | The Hirer will not do, or omit to do, or permit to be done anything in relation to the use of the Hire Products that breaches any applicable laws, enactments or regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 13.6.2                                                                                                        | the Hirer's obligation to pay the Contract Charges (including Cancellation Charges, if applicable) is not conditional upon the grant of the applicable consents, permissions and/or approvals (and the Hirer further understands and accepts that any additional costs and charges incurred or arising as a result of the requirement to make any amendments to the Specification, the Hire Products and/or the provision of the Installation Services in order to obtain such consents permissions and/or approvals will be treated and charged as an Unexpected Cost);           |
| 12     | Change of Hire Site:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 13.6.3                                                                                                        | the failure to obtain consents, permissions and/or approvals, or the failure to obtain consents, permissions and/or approvals subject to conditions which the Hirer considers to be acceptable does not represent a breach of the Hire Contract by Portakabin; and                                                                                                                                                                                                                                                                                                                 |
|        | The Hirer will not, without the prior written consent of Portakabin, move or allow the Hire Products, or any part of them, to be removed from the Hire Site, or change the Hire Site to a different location. If Portakabin agrees to such a change of Hire Site, Portakabin will move the Hire Products and the Hirer will pay the cost agreed with Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                   | 13.6.4                                                                                                        | either party may immediately cancel the Contract if the applicable consents, permissions and/or approvals are not granted, or are granted subject to conditions which the Hirer (acting reasonably) considers to be unacceptable (provided that Cancellation Charges will be payable in such event).                                                                                                                                                                                                                                                                               |
| 13     | The Hire Products and Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 13.7                                                                                                          | If Portakabin provides Additional Services to the Hirer, such services will be provided subject to the terms of the Hire Contract, or on such other terms as agreed by parties in writing.                                                                                                                                                                                                                                                                                                                                                                                         |
| 13.1   | The Hirer is responsible for ensuring and warrants that the Hire Products are suitable for their intended and actual use and purposes and Portakabin accepts no liability in respect thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 13.8                                                                                                          | Any goods supplied by Portakabin in connection with the performance of the Additional Services will form part of the Hire Products, unless the parties agree that such goods will be purchased by the                                                                                                                                                                                                                                                                                                                                                                              |
| 13.2   | Subject to Conditions 13.3 and 13.4, Portakabin warrants that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13.2.1 | the Services will be performed with reasonable skill and care;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13.2.2 | on Handover the Hire Products will meet the Specification in all material respects, provided that Portakabin may amend the Specification (including in relation to the materials, dimensions and design of the Hire Products) if such amendment is: (i) required by applicable law or regulation; (ii) required pursuant to the Portakabin policy of continuous improvement (provided that such amendment for such purposes does not adversely affect the Hirer); or (iii)                                                                                                                                                                                                                                                                                                                         |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14     | Intellectual Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.1   | All Intellectual Property Rights in, or arising out of or in connection with, the Hire Products and the Services and any materials, works, drawings, plans, data, specifications, quotations, marketing materials, websites, mobile commerce sites in relation thereto will be owned by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.2   | The Hirer hereby grants Portakabin a non-exclusive, irrevocable, royalty free licence to use and reproduce any drawings, materials or specifications provided by the Hirer to Portakabin in connection to the Hire Products and/or Services for the purpose of Portakabin providing the Hire Products and/or Services to the Hirer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15     | Confidentiality:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|        | The Hirer will keep in strict confidence all, and not disclose to any third parties any, technical or commercial know-how, pricing information, specifications, drawings, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by Portakabin or any member of the Portakabin Group, its employees, agents or subcontractors (whether before or after the Start of the Minimum Hire Period), together with any other confidential information concerning the business of Portakabin or any member of the Portakabin Group, its products and services which the Hirer may obtain.                                                                                                                                                                   |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16     | Data Protection:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.1   | For the purposes of this Condition 16:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.1.1 | the term "Data Privacy Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and                                                                                                                                                                                                                                                                                                                                            |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.1.2 | "Controller", "Personal Data", "Processor", "Personal Data Breach", "process", "processing", "processed" and "Data Subject" will have the meanings given under Data Privacy Laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.2   | For the purposes of the Hire Contract, Portakabin and the Hirer are deemed to be separate Controllers in respect of the Processing of Personal Data in connection with the Hire Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.3   | Each Party will comply with Data Privacy Laws and will not by its act or omission cause the other Party to breach Data Privacy Laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.4   | Without prejudice to the general obligation at Condition 16.3 above, each party will:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.4.1 | having regard to the state of technological development, take all appropriate technical, security and organisational measures necessary or desirable to ensure that Personal Data is protected against loss, destruction and damage, and against unauthorised access, use, removal, copying, modification, disclosure or other misuse; and                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.4.2 | where a Data Subject makes a written request to either party for access to any Personal Data in respect of which the other party is Controller, the relevant party to whom the request was made will promptly notify the other party of that request and liaise with the other party as reasonably required to ensure that the request is addressed in accordance with the Controller's obligations under Data Privacy Laws.                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.5   | In the case of a Personal Data Breach, or any action that causes or could reasonably be deemed to cause a Personal Data Breach, to the extent that such Personal Data Breach is likely to impact the Personal Data processed by the other party, that party will at the earliest opportunity notify the other party of the Personal Data Breach and will liaise and collaborate in order to meet their legal obligations to report a Personal Data Breach in accordance with Data Privacy Laws.                                                                                                                                                                                                                                                                                                    |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17     | Force Majeure:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17.1   | Portakabin will not be liable for any failure to perform, or delay in performing, any of its obligations if and to the extent that the failure or delay is caused by a Force Majeure Event, and Portakabin may suspend performance of its obligations under the Hire Contract and/or cancel unfulfilled parts of the Hire Contract (in whole or in part) in such event. The time for the performance of an obligation of Portakabin which is affected by a Force Majeure Event will be extended by a period which reflects the impact of the delay caused by the Force Majeure Event.                                                                                                                                                                                                              |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17.2   | The occurrence and continuance of a Force Majeure Event will not impact upon the Hirer's obligation to pay the Contract Charges in accordance with these Terms and Conditions of Hire.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17.3   | If the Force Majeure Event continues for more than three (3) months, Portakabin may terminate the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

# Terms and Conditions

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hire Contract immediately by notice in writing. Where such termination occurs the date of termination will be four (4) days following the date of dispatch of the notice.                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>18 Liability:</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION</b>                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.1 Nothing in these Terms and Conditions of Hire will limit or exclude the liability of Portakabin for:                                                                                                                                                                                                                                                                                                                   | 20.1 The Hirer will not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of the Hirer's rights or obligations arising under or in connection with the Hire Contract (and/or any document entered into pursuant to or in connection with it), in whole or in part, except with the express prior written consent of Portakabin, which Portakabin may grant or withhold in its absolute discretion.                                                                                                                                                                                             | as a waiver of any subsequent or other breach.                                                                                                                                                                                                                                                                                                                                   |
| 18.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;                                                                                                                                                                                                                                                                                                     | 20.2 Portakabin may at any time assign, transfer, charge or deal in any other manner with all or any of the rights of Portakabin under the Contract (and/or any document entered into pursuant to or in connection with it) and may novate, subcontract or delegate in any manner any or all of the obligations of Portakabin under the Contract (and/or any document entered into pursuant to or in connection with it), including the provision of any Services, in whole or in part, at any time and on more than one occasion, to any third party (including a successor of all or part of the Portakabin business) without the Hirer's consent. | 23.8 If any term of the Hire Contract (in whole or in part) is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, then that term will to the extent that it is illegal, invalid or unenforceable be severed from the Hire Contract, but this will not affect any other terms of the Hire Contract which will remain in full force and effect. |
| 18.1.2 fraud or fraudulent misrepresentation;                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 23.9 The Hirer warrants and represents that:                                                                                                                                                                                                                                                                                                                                     |
| 18.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);                                                                                                                                                                                                                                                                                                  | <b>21 Set off:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 23.9.1 The Hire Contract has been executed by a person authorised to execute it;                                                                                                                                                                                                                                                                                                 |
| 18.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or                                                                                                                                                                                                                                                                                                             | 21.1 Any amount that the Hirer owes to any member of the Portakabin Group under the Hire Contract or otherwise, whether now or at any time in the future, whether it is actual or contingent, may be set off from any amount due to the Hirer from Portakabin under the Hire Contract or otherwise. Any exercise by Portakabin of its rights under this Condition 21.1 will not prejudice any other right or remedy available to it.                                                                                                                                                                                                                 | 23.9.2 it has taken all necessary actions and obtained all necessary consents and approvals and has all requisite power and authority to enter into and perform this Hire Contract in accordance with its terms;                                                                                                                                                                 |
| 18.1.5 any other liability to the extent that such liability cannot be lawfully limited or excluded.                                                                                                                                                                                                                                                                                                                        | 21.2 The Hirer will have no right to set off any sums the Hirer alleges to be due from any member of the Portakabin Group against any payment due from the Hirer to any member of the Portakabin Group, unless Portakabin has agreed that such sums are properly due and can be set off.                                                                                                                                                                                                                                                                                                                                                             | 23.9.3 this Hire Contract constitutes (or will constitute when executed) valid, legal and binding obligations on the Hirer in accordance with its terms;                                                                                                                                                                                                                         |
| 18.2 Subject to Condition 18.1:                                                                                                                                                                                                                                                                                                                                                                                             | <b>22 Notices:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 23.9.4 the execution and delivery by the Hirer of this Hire Contract, and compliance with its terms will not breach or constitute a default:                                                                                                                                                                                                                                     |
| 18.2.1 Portakabin will under no circumstances whatsoever be liable to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any consequential, indirect or special losses, or for any of the following losses (whether direct or indirect):                                                                                                                              | 22.1 Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is an incorporated company) or its principal place of business (in any other case), marked for the attention of Company Secretary, Portakabin Limited (in the case of Portakabin) or the person named on the Hire Contract Front Sheet, if any (in the case of the Hirer) and will be delivered personally or sent by prepaid first-class post or by commercial courier.                                                                                                | 23.9.4.1 under the Hirer's constitutional documents, or any other agreement or instrument to which the Hirer is a party or by which it is bound; or                                                                                                                                                                                                                              |
| 18.2.1.1 loss of anticipated or actual profit;                                                                                                                                                                                                                                                                                                                                                                              | 22.2 A notice or other communication will be deemed to have been received: (i) if delivered personally, when left at the address referred to above; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.                                                                                                                                                                                                                               | 23.9.4.2 of any order, judgment, decree, contract or other restriction applicable to the Hirer.                                                                                                                                                                                                                                                                                  |
| 18.2.1.2 loss of use;                                                                                                                                                                                                                                                                                                                                                                                                       | 22.3 The provisions of this Condition 22 will not apply to the service of any proceedings or other documents in any legal action.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 23.10 The obligations of the Hirer under the Hire Contract are owed to each member of the Portakabin Group, each of whom may enforce the terms of this Hire Contract. Save as set out above, a person who is not a party to the Hire Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Hire Contract.                     |
| 18.2.1.3 loss of contract or business opportunity;                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 23.11 The Hire Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.                                                                                                                    |
| 18.2.1.4 loss of production;                                                                                                                                                                                                                                                                                                                                                                                                | <b>23 General Conditions:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 23.12 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Hire Contract or its subject matter or formation (including non-contractual disputes or claims).                                                                                               |
| 18.2.1.5 loss of anticipated savings; or                                                                                                                                                                                                                                                                                                                                                                                    | 23.1 The Hire Contract and any other document expressly referenced in these Terms and Conditions of Hire, together with all other documents and correspondence issued by Portakabin pursuant to it constitutes the entire agreement and understanding between the parties and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.2.1.6 loss of goodwill or harm to reputation.                                                                                                                                                                                                                                                                                                                                                                            | 23.2 The Hirer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Portakabin which is not set out in the Hire Contract (provided that nothing in this Condition 23.2 will limit the liability of Portakabin for fraud or fraudulent misrepresentation).                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.2.2 and subject to the remainder of this Condition 18 the total liability of Portakabin to the Hirer:                                                                                                                                                                                                                                                                                                                    | 23.3 The rights and remedies of Portakabin in connection with the Hire Contract are cumulative and, except as expressly stated in the Hire Contract, are not exclusive of any other rights or remedies provided by the Hire Contract, law, equity or otherwise. Except as expressly stated in the Hire Contract (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised by Portakabin wholly or partially from time to time.                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.2.2.1 in respect of damage to physical property arising under or in connection with the Hire Contract, whether in contract, tort, (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed one million pounds (£1,000,000); and                                                                                                                                                    | 23.4 The Hirer will do or execute, or arrange for the doing or execution of, any act or document (as appropriate) reasonably requested of it by Portakabin to implement and give full effect to the terms of the Hire Contract.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.2.2.2 in respect of all liability (other than damage to physical property) arising under or in connection with the Hire Contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, will in no circumstances exceed one hundred per cent (100%) of the Hire Charges paid by the Hirer to Portakabin during the Hire Period.                                                       | 23.5 The parties are independent and are not partners or principal and agent and the Hire Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party will have, nor will represent that it has, any authority to make any commitments on the other party's behalf.                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.3 The Hirer understands and accepts that the liability of Portakabin to the Hirer under the Hire Contract, whether in contract, tort, (including negligence), breach of statutory duty or otherwise will cease, and no proceedings will be commenced in connection with all obligations of Portakabin under the Hire Contract more than three (3) years after the Termination Date (so far as this is permitted by law). | 23.6 No variation of the Hire Contract will be effective unless confirmed in writing by Portakabin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                  |
| 18.4 This Condition 18 will survive termination of the Hire Contract.                                                                                                                                                                                                                                                                                                                                                       | 23.7 Any delay by Portakabin in exercising, or failure to exercise, any right or remedy in connection with the Hire Contract will not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of the Hire Contract by Portakabin in any instance will not operate as a waiver of any other exercise or enforcement of that right and the waiver of any breach will not operate                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>19 Indemnity:</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| The Hirer will indemnify, keep indemnified and hold harmless Portakabin against all losses, damages, reasonable costs, charges or expenses, whether direct or indirect and of whatever nature actions, proceedings, claims and demands brought or made against or incurred by Portakabin as a result of any Hirer Default, or any negligence or breach of statutory duty by the Hirer.                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20 Assignment and subcontracting</b>                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                  |

**For more information  
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