

DR7 LTD

Standard Terms and Conditions — Plant Hire

Version 1.0 | Effective January 2025

Company Registration No. 15701744 | VAT No. GB 491090981

These Terms apply to all plant hire contracts — whether operated or self-drive — between DR7 Ltd and the Customer. By placing an order for hire you confirm that you have read, understood, and agree to be bound by these Terms. Where the Customer holds a Credit Account with DR7 Ltd, the DR7 Credit Account Terms and Conditions also apply and take precedence in respect of credit, payment timing, and account management.

1. Definitions

In these Terms the following expressions have the meanings set out below:

"Breakdown" means a failure of Plant to operate caused by a mechanical or electrical defect that is not the result of the Customer's misuse, overloading, negligence, accident, or failure to carry out daily maintenance obligations. Damage caused by impact, overloading, contaminated fuel, failure to maintain fluid levels, or operator error is not a Breakdown.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Company" means DR7 Ltd (Company Registration No. 15701744), whose registered office is at Unit 1 Gatehead Mill, Delph New Road, Delph, Oldham, OL3 5DB.

"Contract" means the agreement between the Company and the Customer for the hire of Plant, formed in accordance with clause 2.

"Credit Account" means a credit account opened by the Company in the name of the Customer, governed by the DR7 Ltd Standard Terms and Conditions — Credit Account, which permit the Customer to receive plant hire on deferred payment terms. References in these Terms to a Customer holding a "Credit Account" are references to such an account being open and in good standing at the relevant time.

"Customer" means the person, firm, or company that places an order for Plant with the Company.

"Fair Wear and Tear" means the reasonable deterioration in the condition of Plant arising from normal, correct, and authorised use in accordance with the manufacturer's instructions and the purpose for which the Plant is designed, excluding any damage, denting, cracking, breakage, contamination, or deterioration caused by misuse, overloading, negligence, accident, or failure to carry out required maintenance.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of a party including extreme weather, industrial action, road closure, fuel shortage, vehicle breakdown, government restriction, or change in applicable law.

"Hire Charges" means all charges payable by the Customer to the Company in respect of the hire of Plant, including the base hire rate, any weekend or bank holiday rate, the Standby Rate (where applicable), fuel charges, and any surcharges notified by the Company, all as set out in the Hire Confirmation or notified by the Company.

"Hire Confirmation" means the written or emailed confirmation issued by the Company to the Customer specifying the Plant to be hired, the hire rate, the Hire Period, the Site, and any other agreed terms. The Hire Confirmation, together with these Terms, constitutes the Contract.

"Hire Period" means the period commencing on the On-Hire Date and ending on the earlier of: (a) where Plant is returned to the Company's depot, the date on which risk passes back to the Company in accordance with clause 3.8; or (b) where Plant is collected by the Company from Site, the date of

collection from the Site. For the avoidance of doubt, Hire Charges continue to accrue until the Hire Period has ended in accordance with this definition.

"Insolvency Event" means the making of an administration order or appointment of an administrator; the passing of a resolution for winding-up or presentation of a winding-up petition; the appointment of a receiver, administrative receiver, or manager over any asset; entry into any voluntary arrangement, scheme of arrangement, moratorium, or composition with creditors; an inability to pay debts within the meaning of Section 123 of the Insolvency Act 1986; or any analogous process in any jurisdiction.

"Invoice" means a formal invoice issued by the Company to the Customer for Plant hire charges and any associated costs.

"Off-Hire Notice" means a written notice (email acceptable) given by the Customer to the Company stating that the Customer wishes to end the hire of identified Plant, specifying the Plant by description and/or asset number, and confirming the date from which off-hire is requested. Off-Hire Notice must be given no less than 1 full Business Day before the intended off-hire date. Hire Charges continue to accrue until the Company has confirmed acceptance of the Off-Hire Notice in writing AND Plant has been physically returned to the Company's depot or collected from Site.

"On-Hire Date" means the date on which Plant departs the Company's depot for transport to the Site, or, where Plant is collected by the Customer, the date of collection.

"Operated Hire" means hire of Plant where an Operator is supplied by the Company to operate the Plant.

"Operator" means a person employed by the Company and supplied to operate Plant on an Operated Hire.

"Plant" means any machine, construction equipment, vehicle, attachment, or ancillary item hired to the Customer under a Contract.

"Replacement Value" means the current market cost to the Company of purchasing a replacement machine of equivalent age, specification, and condition to the Plant at the time of loss or theft, as reasonably assessed by the Company with reference to current market data.

"Self-Drive Hire" means hire of Plant where no Operator is supplied by the Company; the Customer is responsible for providing a competent, licensed, and qualified operator.

"Site" means the location at which the Customer intends to deploy the Plant, as specified in the order or Hire Confirmation.

"Standby Rate" means the rate charged where Plant is on Site but cannot operate due to Customer-side causes (including weather delays, programme sequencing, awaiting other contractors, or lack of site readiness), expressed as a percentage of the full daily Hire Charge as set out in the Hire Confirmation, or 50% of the full daily Hire Charge if no rate is specified.

"Terms" means these Standard Terms and Conditions — Plant Hire, as amended from time to time.

2. Basis of Contract

2.1 These Terms apply to all Contracts between the Company and the Customer and supersede any terms the Customer may propose. No variation to these Terms shall be effective unless agreed in writing and signed by a director of the Company.

2.2 A Contract is formed when the Company issues a written or emailed Hire Confirmation to the Customer. The Company's quotations are indicative and do not constitute binding offers. The Company reserves the right to refuse any order without giving reasons and without incurring liability.

2.3 Where an order is placed verbally, the Customer must confirm in writing (by email or purchase order) within 1 Business Day. In the absence of written Customer confirmation, the Company's dispatch records and Hire Confirmation shall constitute prima facie evidence of the terms agreed.

2.4 Before Plant is dispatched, the Company will complete a pre-dispatch condition check and record the condition of Plant (including any existing marks, scratches, or minor damage) on a pre-hire inspection record. The Customer or a site representative must sign the pre-hire inspection record on delivery to confirm the condition of Plant on arrival. Failure to sign or note damage on the record at the point of delivery will be taken as unconditional acceptance of Plant in the condition described in the pre-dispatch record. Where no Customer representative is present at delivery to sign the inspection record, the Company's driver will photograph Plant on delivery and the delivery shall be

deemed complete on the basis of the pre-dispatch record and the photographic evidence; the Customer will be notified of this procedure and will be taken to have accepted Plant in the recorded condition unless written objection is received by 5pm on the next Business Day following delivery.

2.5 The Company may substitute Plant of equivalent type and capability where the originally specified Plant becomes unavailable. Where a proposed substitution would be materially different in rated capacity, reach, or capability, the Customer may reject it and cancel the order without cancellation charge, provided written rejection is given before dispatch.

3. Hire Period and Hire Charges

3.1 Plant is hired subject to availability. The Hire Period commences on the On-Hire Date. Hire Charges are invoiced on the basis of the agreed rate (daily, weekly, or as otherwise agreed) and accrue throughout the Hire Period, including weekends and bank holidays where Plant remains on Site, unless the Company has confirmed a suspension of charges in writing.

3.2 Minimum hire period: Unless otherwise agreed in writing, the minimum hire period for any item of Plant is one full day, regardless of the actual hours of use on that day. Where weekly rates apply, the minimum period is one full week.

3.3 Standby: Where Plant is on Site but cannot operate due to Customer-side causes (including adverse weather where the Customer's programme is affected, awaiting other contractors, ground preparation delays, or any other cause within the Customer's control), the Standby Rate will apply for each day or part day of non-operation. The applicable Standby Rate is as defined in clause 1 and as confirmed in the Hire Confirmation.

3.4 Weekend and bank holiday accrual: Where Plant remains on Site over a weekend or bank holiday without the Hire Period being terminated by valid Off-Hire Notice, Hire Charges will continue to accrue at the full daily rate (or as otherwise agreed). Where a specific weekend or bank holiday rate has been agreed, that rate applies in place of the standard daily rate for those days only.

3.5 Fuel: Unless expressly stated in the Hire Confirmation as included, fuel is not included in the Hire Charges. The Customer is responsible for ensuring Plant has adequate fuel at all times and for the cost of all fuel consumed during the Hire Period. Plant will be dispatched with a full fuel tank where practicable and must be returned with a full tank. Where Plant is returned with less than a full tank, the Company will recharge fuel at cost plus an administration charge.

3.6 Consumables: The Customer is responsible for checking and maintaining oil levels, hydraulic fluid, coolant, and other consumables during the Hire Period as part of daily pre-use checks. Where Plant is returned with consumable levels materially below the level at dispatch (beyond normal consumption), the Company may recharge the cost of topping up.

3.7 Off-hire procedure: The Customer must give valid Off-Hire Notice at least 1 full Business Day before the intended off-hire date. Hire Charges continue to accrue until both conditions are met: (a) Off-Hire Notice has been given and confirmed in writing by the Company; and (b) Plant has been physically returned to the Company's depot or collected from Site by the Company. Plant returned to depot outside normal business hours will be accepted as off-hire on the next Business Day, and Hire Charges continue until that confirmation is given.

3.8 Off-hire condition inspection: On receipt of Plant at the Company's depot, the Company will carry out an off-hire condition inspection within 1 Business Day and will notify the Customer in writing of any damage or loss identified beyond Fair Wear and Tear. Risk in Plant passes back to the Company from the time the inspection is completed and the Company has confirmed acceptance of return in writing, or (if the Company fails to carry out the inspection within 1 Business Day of receipt) from the expiry of that period. The Company's failure to identify or note damage at inspection does not waive its right to claim for damage that was not reasonably apparent on visual inspection at that time.

4. Delivery, Collection, and Transport

4.1 Transport costs for delivery to and collection from Site are additional to Hire Charges unless expressly stated as included in the Hire Confirmation.

4.2 The Customer shall ensure the Site and all access routes to the Site are: (a) accessible for low-loader, flatbed, or other transport vehicles appropriate to the Plant being delivered; (b) of sufficient

ground-bearing capacity to support the loaded transport vehicle without damage to road surfaces, verges, services, or structures; and (c) free from overhead power lines, overhead obstructions, or other hazards on the intended delivery route.

4.3 The Customer warrants that: (a) vehicular access to and within the Site is safe, lawful, and suitable; (b) there are no underground services, voids, drains, or other sub-surface features on the transport or delivery route that could be damaged; and (c) all permits, licences, or permissions required to receive Plant at the Site have been obtained. The Company shall not be responsible for verifying any of the above.

4.4 The Customer shall indemnify the Company against all claims, costs, and losses arising from damage to road surfaces, verges, structures, underground services, or other infrastructure caused by Plant transport or delivery vehicles attending the Site at the Customer's instruction.

4.5 Where a delivery or collection cannot be completed due to inaccessible or unsafe Site conditions, the absence of a site representative, or any other Customer-side cause, the Company may charge an abortive journey fee at its prevailing rate covering transport, driver time, and fuel.

4.6 Risk in Plant during transit to Site rests with the Company until delivery is complete (as evidenced by the signed pre-hire inspection record or, where no representative is present, as confirmed under clause 2.4). Risk in Plant during transit from Site back to depot on collection rests with the Customer until Plant arrives at the Company's depot and the off-hire condition inspection is completed.

5. Operated Hire

Legal note — operated hire liability: On an Operated Hire, the Operator remains the Company's employee for all employment law, PAYE, and National Insurance purposes. However, for the purposes of day-to-day work activities on Site, the Operator operates under the direction and control of the Customer. Under the Mersey Docks principle, the Customer may share liability for the Operator's acts on Site. The Customer's CDM, health and safety, and welfare obligations in this clause are set out below.

5.1 On an Operated Hire, the Operator will carry out work on Site under the day-to-day direction of the Customer or the Customer's site manager. The Operator remains an employee of the Company at all times. The Company is responsible for the Operator's pay, statutory employment rights, and disciplinary matters. The Customer is not the employer of the Operator.

5.2 The Customer shall not instruct an Operator to: (a) carry out work that exceeds the Plant's rated capacity, safe working load, or design specification; (b) operate in a manner that would be unsafe, unlawful, or contrary to the manufacturer's operating instructions; (c) undertake lifting operations without a written lift plan where required under LOLER 1998; or (d) operate in excess of the Working Time Regulations 1998 limits, including the 48-hour weekly maximum and mandatory rest break requirements.

5.3 The Customer is responsible for Site health and safety management in relation to Plant operations, including:

- providing a site induction to the Operator before work commences, including briefing on site hazards, exclusion zones, emergency procedures, and permit-to-work systems;
- providing a safe, clearly demarcated working area with adequate exclusion zones around the Plant's working radius;
- providing a trained and competent banksman where the Operator's view is restricted or where the Plant is operating in proximity to other persons or structures;
- ensuring the ground conditions in the Operator's working area are suitable and safe for the Plant type and load;
- notifying the Operator before work begins of any known underground services, contaminated areas, asbestos risk areas, or other site-specific hazards;
- providing adequate welfare facilities for the Operator on Site (including toilet, rest area, and drinking water) as required by CDM 2015 Schedule 2 and the Workplace (Health, Safety and Welfare) Regulations 1992;
- reporting any accident, injury, dangerous occurrence, or near-miss involving the Operator to the Company immediately, and complying with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) in respect of any reportable event; and

- maintaining and making available a current construction phase plan (where CDM 2015 applies) covering Plant operations.

5.4 The Customer shall indemnify the Company against all losses, costs, and claims arising from injury to the Operator or third parties on Site where such injury is caused or contributed to by the Customer's failure to comply with clause 5.3.

5.5 Vibration exposure: The Customer must not instruct the Operator to work in a manner that would result in exposure to hand-arm vibration (HAV) or whole-body vibration (WBV) exceeding the Exposure Action Values set out in the Control of Vibration at Work Regulations 2005. The Customer must notify the Company promptly if the nature of work is likely to result in high vibration exposure.

5.6 Operator absence: Where the Company's Operator is unavailable due to sickness, leave, or other absence, the Company will use reasonable endeavours to provide a replacement Operator with minimum delay. Where no replacement is available, the Hire Charges will be suspended (at the Standby Rate) for the period of confirmed unavailability, provided the Customer notifies the Company on the first day of absence. The Company shall not be liable for any losses arising from Operator absence.

5.7 The Company may withdraw an Operator from Site at any time where: (a) the Operator reasonably believes there is an immediate risk to their health or safety; (b) the Customer has instructed the Operator to act unlawfully or unsafely; or (c) welfare facilities required by clause 5.3 are not being provided. In such circumstances the Standby Rate will apply during any suspension pending resolution, and the Company will not be liable for losses arising from the withdrawal.

6. Customer's Responsibilities

6.1 The Customer shall at all times during the Hire Period:

- inspect Plant on arrival and note any damage (beyond that recorded on the pre-hire inspection record) on the delivery docket before signing; failure to note additional damage constitutes acceptance of Plant in the condition described in the pre-hire inspection record;
- on Self-Drive Hire, ensure that all persons who operate Plant are competent, hold the required plant operator licences and certificates (CPCS, NPORS, or equivalent as appropriate to the Plant category), are fully inducted to the Site, and are authorised by the Customer to operate the Plant;
- operate Plant only for its intended purpose, within its rated capacity and safe working load, and strictly in accordance with the manufacturer's operating and maintenance instructions;
- carry out daily pre-use checks before operation (including checks on engine oil, hydraulic fluid, coolant, fuel, tyre pressures where applicable, and all safety systems) and record these checks in the Plant's log;
- not operate Plant under the influence of alcohol, drugs, or any substance that impairs the ability to operate safely;
- comply with all applicable health and safety legislation including the Health and Safety at Work etc. Act 1974, the Provision and Use of Work Equipment Regulations 1998 (PUWER), the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) where the Plant is used for any lifting operation, the Construction (Design and Management) Regulations 2015, and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
- report any accident, injury, dangerous occurrence, or near-miss involving Plant to the Company immediately and comply with RIDDOR in respect of any reportable event;
- keep Plant secure overnight and during site closure, in a locked compound or other secure storage where practicable, and ensure all keys are removed and cab is locked when Plant is not in use;
- not carry out any repair, adjustment, modification, attachment of non-standard equipment, or welding to Plant without the Company's prior written consent;
- not sub-hire, lend, transfer, charge, pledge, or otherwise encumber Plant, or allow any lien or third-party claim to arise over Plant, without the Company's prior written consent; and
- return Plant in a clean condition and the same state of repair as at delivery, subject to Fair Wear and Tear.

6.2 The Customer must notify the Company before deploying Plant on land that is known or reasonably suspected to be contaminated. Contaminated ground conditions can damage Plant undercarriage, tracks, hydraulic components, and seals, and may render Plant a contaminated item requiring specialist decontamination before it can be redeployed. Any additional decontamination, cleaning, or disposal costs arising from operation on contaminated land will be charged to the Customer.

6.3 Where Plant is to be operated near or in the vicinity of overhead power lines or cables, the Customer must implement a safe system of work in accordance with the Electricity at Work Regulations 1989, HSE guidance GS6 (Avoidance of danger from overhead electric lines), and any relevant network operator's requirements. The Customer must not allow Plant to operate within the exclusion zones specified by the network operator without an agreed safe system of work. The Company shall not be liable for any loss, injury, or damage arising from operation near overhead lines where the Customer has failed to implement the required safe system of work.

6.4 Where Plant is equipped with a telematics or GPS system, the Customer acknowledges that the Company may monitor the location, engine hours, operating patterns, and fault alerts of Plant during the Hire Period. Telematics data is used for Plant management, maintenance scheduling, security, and (where relevant) hire charge verification. The Company will retain telematics data for a period not exceeding 12 months after the end of the Hire Period unless a longer period is required by law or for the purpose of resolving a live dispute. On an Operated Hire, the Operator is an identifiable data subject whose movement and activity data is captured by the telematics system; data subjects may exercise their rights under UK GDPR by contacting the Company as described in the Privacy Notice. The Company processes all such data in accordance with its Privacy Notice at www.dr7.co.uk.

6.5 Highway and road use: Plant hired under these Terms is intended for use on Sites and in off-highway environments. Where the Customer intends to drive or operate Plant on a public road (including inter-site movements on the public highway), the Customer is solely responsible for ensuring that: (a) the relevant Plant is road-legal (including that it carries the required vehicle excise licence and has current valid insurance for road use); (b) any driver holds the required driving licence category for the Plant; (c) the Plant complies with all applicable requirements of the Road Vehicles (Construction and Use) Regulations 1986 and the Road Traffic Act 1988; and (d) drivers' hours and tachograph requirements are complied with where applicable. The Customer must obtain the Company's prior written consent before using Plant on a public road. The Company shall not be responsible for any road traffic offence, penalty, or liability arising from the Customer's use of Plant on the public highway, and the Customer shall indemnify the Company against all such claims, fines, and penalties.

7. Lifting Operations (LOLER)

Where Plant is used for any lifting operation (including excavators used for lifting, telehandlers, and any Plant fitted with a lifting attachment), the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) apply in addition to the general obligations in clause 6.

7.1 The Company warrants that Plant supplied for use in lifting operations will have a current thorough examination certificate in accordance with LOLER Regulation 9 (examination at intervals not exceeding 6 months for lifting equipment used to lift persons, or 12 months for other lifting equipment, or in accordance with an examination scheme). Copies of thorough examination certificates will be provided to the Customer on request.

7.2 The Customer is responsible for ensuring that all lifting operations carried out using Plant comply with LOLER, including:

- planning all lifting operations, with every non-routine lift planned by a competent person who has assessed the load, radius, capacity, ground conditions, and potential for harm;
- ensuring a suitably qualified and experienced appointed person or slinger/signaller is present for all lifts where required;
- maintaining a written lift plan for all notifiable or complex lifts; and
- not exceeding the safe working load (SWL) of the Plant or any lifting attachment at any radius.

7.3 The Customer shall not fit any lifting attachment, hook, shackle, sling, or accessory to Plant without the Company's prior written approval. Any attachment must be LOLER-certified, have a valid thorough examination certificate, and be rated for use with the specific Plant to which it is fitted.

7.4 The Company shall not be liable for any loss, injury, or damage arising from lifting operations where the Customer has failed to comply with LOLER or where the cause of failure is the use of an unauthorised attachment or the lifting of a load in excess of the rated SWL.

8. Title and Ownership

8.1 Plant is, and shall at all times remain, the sole and exclusive property of the Company. Nothing in these Terms shall operate to pass ownership of Plant to the Customer. The Customer has no right, title, or interest in Plant other than the right to possession and use during the Hire Period, strictly in accordance with these Terms.

8.2 The Customer shall not represent to any third party that it owns Plant or has any right to deal with Plant beyond the hire right granted under these Terms. The Customer shall take all reasonable steps to ensure that Plant is not seized, levied upon, or claimed by any third party, and shall notify the Company immediately if any enforcement agent, bailiff, insolvency practitioner, receiver, or secured creditor threatens to or does seize or claim any interest in Plant.

8.3 If any third party levies execution, distress, or distraint against Plant, or if an insolvency practitioner or court officer purports to take possession of Plant, the Customer shall: (a) immediately notify the Company by telephone, confirmed in writing within 2 hours; (b) inform the relevant party that Plant is the property of the Company and is not the property of the Customer; and (c) cooperate fully with the Company in recovering possession of Plant. The Customer shall be liable to the Company for all costs and losses arising from any such seizure, claim, or enforcement action.

8.4 The Customer shall not, without the Company's prior written consent: (a) grant, create, or allow to arise any security interest, mortgage, charge, pledge, lien, or encumbrance over Plant; (b) sub-hire, lend, or transfer possession of Plant to any third party; (c) allow Plant to become a fixture or fitting on any land or building; or (d) include Plant in any inventory, asset register, or financial statement in a manner that could give rise to a third-party claim. Any purported dealing in breach of this clause shall be void and of no effect against the Company.

8.5 The Company shall have the right, at any time during the Hire Period on reasonable notice (and without notice where the Company has reasonable grounds to suspect misuse, damage, or risk to Plant), to attend the Site to inspect Plant and satisfy itself as to its condition, use, and security. The Customer shall provide access and reasonable cooperation for any such inspection. The Company's right under this clause does not constitute acceptance of any defect or damage identified on inspection.

9. Risk and Insurance

9.1 Risk in Plant passes to the Customer from the On-Hire Date and remains with the Customer until risk passes back to the Company in accordance with clause 3.8 (off-hire condition inspection). Risk during transit to and from Site is as described in clause 4.6.

9.2 Throughout the Hire Period, the Customer must maintain, at its own expense:

- all-risks insurance covering Plant against theft, fire, flood, malicious damage, and accidental damage, for the full Replacement Value of Plant, with a reputable insurer authorised and regulated by the Financial Conduct Authority;
- the Company noted as an interested party or loss payee on the Plant insurance policy; and
- public liability insurance with a minimum limit of indemnity of £5,000,000 per occurrence, covering the Customer's operations on Site including Plant use.

9.3 The Customer must notify the Company in writing immediately upon becoming aware of any cancellation, lapse, material variation, or reduction in the scope of the insurance required by clause 9.2, including where cover is cancelled for non-payment of premium. Where insurance lapses or is cancelled during the Hire Period, the Customer must arrange replacement cover immediately and provide evidence to the Company within 1 Business Day. In the event of any period during which Plant is uninsured or insufficiently insured due to the Customer's failure to maintain required cover,

the limitation on the Company's recovery in clause 13.2 shall not apply to any claim by the Company against the Customer arising from loss or damage to Plant occurring during that period.

9.4 The Customer must provide evidence of insurance complying with clause 9.2 to the Company within 2 Business Days of request. Failure to provide satisfactory evidence entitles the Company to: (a) arrange insurance on behalf of the Customer and charge the premium to the Customer as an additional hire cost; or (b) suspend delivery of Plant until satisfactory evidence is provided.

9.5 Where the Company arranges insurance under clause 9.4(a), the coverage arranged may differ from the Customer's usual policy and the Company makes no warranty as to the adequacy of cover arranged. The Customer remains responsible for the adequacy of insurance covering its own liability to third parties.

9.6 The Customer shall not do or omit to do anything that would invalidate the Plant insurance policy or the Company's interest in it.

10. Damage and Loss

10.1 The Customer is liable for all loss, damage, or deterioration to Plant during the Hire Period beyond Fair Wear and Tear, howsoever caused, including damage arising from: operator error or misuse; overloading; failure to maintain fluid levels; operation on unsuitable or contaminated ground; collision; vandalism (where security obligations in clause 6.1 have not been met); or any other cause attributable to the Customer or persons under the Customer's control or direction.

10.2 Damage notification: The Customer must notify the Company in writing of any damage to Plant within 24 hours of the damage occurring or being discovered, regardless of the apparent severity. Failure to notify within this period may result in the Customer bearing the full cost of any damage identified at return, without the benefit of any contemporaneous evidence.

10.3 Theft and vandalism: In the event of theft or suspected theft of Plant, the Customer must: (a) notify the Company immediately by telephone, confirmed in writing within 2 hours; and (b) report the theft to the police and provide the Company with a crime reference number within 24 hours. Failure to comply with these obligations may prejudice insurance recovery and the full Replacement Value of Plant will remain the Customer's liability.

10.4 Damage assessment: The Company has the sole right to assess damage and select an approved repairer. The Customer must not arrange any repairs to Plant without the Company's prior written authorisation. Unauthorised repairs will not discharge the Customer's liability and the Company reserves the right to rectify any unauthorised repairs at the Customer's cost.

10.5 Hire Charges during repair: Where Plant is taken off hire for repair or replacement following damage attributable to the Customer, Hire Charges continue to accrue at the full hire rate during the repair or replacement period, up to a maximum period of 4 weeks. Where repair extends beyond 4 weeks, Hire Charges will continue at the full hire rate unless and until the Company elects to treat Plant as a constructive total loss and notify the Customer in writing under clause 10.7, in which case clause 10.7 applies. If the parties cannot agree on the appropriate ongoing charge beyond 4 weeks within 5 Business Days of the Company's written request, either party may refer the matter to an independent expert appointed by agreement (or, failing agreement within 5 Business Days, nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party), whose determination shall be final and binding.

10.6 Diminution in value: Where Plant has suffered significant damage, the repair cost may not fully reflect the Company's loss. In addition to repair costs, the Company may claim from the Customer the reasonable diminution in market value of Plant following repair, as assessed by a qualified plant valuer.

10.7 Total loss: Where Plant is stolen and not recovered, or is damaged beyond economic repair (constructive total loss), the Customer shall be liable for the Replacement Value of Plant, less any insurance proceeds received by the Company from the Customer's insurers under clause 9.2. Hire Charges cease from the date on which the Company formally notifies the Customer in writing that Plant is treated as a total loss.

11. Breakdown and Mechanical Defects

11.1 The Company warrants that Plant will be in good working order at the commencement of the Hire Period and will remedy mechanical defects that constitute a Breakdown at the Company's own cost and within a reasonable time, using reasonable endeavours to respond within 1 Business Day of notification.

11.2 Breakdown must be reported to the Company by telephone immediately and confirmed in writing within 2 hours. The Customer must not attempt any repair, adjustment, or modification to Plant in the event of a Breakdown without the Company's prior written authorisation. Unauthorised intervention will void the Company's warranty obligation for that defect.

11.3 Where a Breakdown is caused by the Customer's misuse, overloading, operator error, failure to maintain fluid levels, use of incorrect fuel, or any other cause not covered by the Company's warranty, the cost of repair and any associated downtime shall be borne by the Customer, and Hire Charges shall continue to accrue.

11.4 Hire credit for warranty breakdown: Where a confirmed Breakdown (as defined) results in Plant being inoperable for more than 4 continuous working hours in any one day, the Customer is entitled to a pro-rata hire credit for that day, which the Company will apply to the next Invoice. No credit will be given for downtime of less than 4 hours in any one day. Claims for Breakdown credit must be made in writing within 2 Business Days of the Breakdown.

11.5 Where a replacement Plant item is available, the Company will offer a substitution during any Breakdown repair period. Acceptance of a substitution is at the Customer's option and shall not affect any claim for Breakdown credit in respect of the original Breakdown.

12. Price and Payment

12.1 Hire Charges are as quoted in the Hire Confirmation and are exclusive of VAT unless expressly stated. VAT will be charged at the rate applicable on the date of supply.

12.2 Construction Industry Scheme (CIS) Domestic Reverse Charge VAT: Where a supply of Operated Hire services falls within the scope of the Construction Industry Scheme Domestic Reverse Charge under Section 55A of the Value Added Tax Act 1994 (HMRC Notice 735), the Invoice will be marked accordingly and the Customer (as the recipient) is responsible for accounting for VAT to HMRC under the reverse charge mechanism. The Customer must notify the Company at the time of order if it believes the reverse charge applies and confirm its VAT and CIS registration numbers. Where the Customer incorrectly asserts or denies that the reverse charge applies, the Customer shall indemnify the Company against any resulting VAT liability, interest, or penalty imposed by HMRC.

12.3 Unless the Customer holds a Credit Account, all Invoices are due and payable immediately upon receipt. Time for payment is of the essence. Where the Customer holds a Credit Account, the DR7 Credit Account Terms and Conditions govern payment timing and prevail over this clause 12 in respect of payment due dates and credit terms.

12.4 All payments must be made by BACS bank transfer to the account details shown on each Invoice, in pounds sterling (GBP). The Customer shall quote the Invoice number as the payment reference. The Company may notify alternative payment methods in writing from time to time.

12.5 All payments shall be made without any deduction, withholding, or set-off, save to the extent required by law. The Customer waives any right to set off, withhold, or deduct any sum from any payment due to the Company by reason of any alleged counterclaim or dispute, except where such right cannot be waived as a matter of law.

12.6 The Company may invoice weekly for ongoing hire contracts. Each Invoice is a separate payment obligation.

12.7 Price variation: Where the cost of providing Plant hire increases materially due to fuel cost movements, changes in insurance premiums, regulatory charges, or other factors beyond the Company's reasonable control, the Company may increase Hire Charges on not less than 20 Business Days' written notice. Where any proposed increase exceeds 20% of the Hire Charges applicable at the commencement of the relevant Hire Period, the Customer may terminate the affected hire arrangement by written notice to the Company within 10 Business Days of the Company's notification, without cancellation charge. Where the Customer does not give notice of

termination within that period, the revised rate shall apply from the effective date stated in the Company's notice.

12.8 Returned payments: Any returned, rejected, or recalled payment (including a recalled bank transfer, unpaid direct debit, or bounced payment) will incur a returned payment administration charge as notified by the Company from time to time (currently £35 per occurrence), together with any bank charges actually incurred by the Company as a result. Such charges are payable by the Customer within 5 Business Days of notification and bear interest from that date if unpaid.

12.9 The Company will provide a statement of account to the Customer on request. The Customer must notify the Company in writing of any discrepancy within 7 Business Days of the date the statement is provided. Failure to notify within this period shall be deemed acceptance of the statement balance, save for manifest error.

12.10 Invoice disputes: Any bona fide dispute relating to an Invoice must be notified to the Company in writing within 7 Business Days of the date the Invoice is received or deemed received. Invoices sent by email are deemed received on the date of transmission; invoices sent by post are deemed received 2 Business Days after the date of posting. A notice of dispute must set out in reasonable detail the nature of the dispute and the amount in dispute. Failure to raise a dispute within this period, in the absence of good reason, may be treated as acceptance of the Invoice. Raising a dispute does not affect the Customer's obligation to pay any undisputed portion of an Invoice, or any other undisputed Invoices, by their due date. The Company will acknowledge a valid dispute within 5 Business Days and use reasonable endeavours to resolve it within 20 Business Days. Where a dispute cannot be resolved by agreement within 30 days of notification, either party may refer the matter to mediation before a mediator agreed between the parties (or, failing agreement, appointed by CEDR) before commencing court proceedings, unless urgent injunctive or recovery relief is required.

12.11 Without prejudice to any other right or remedy, all amounts remaining unpaid after the due date shall bear contractual interest at the rate of 36% per annum (flat rate), calculated on a daily basis from the due date until payment is received in full, whether before or after judgment. This rate reflects the commercial risk, administrative burden, cashflow impact, and financing costs associated with late payment in the provision of plant hire services. The Customer acknowledges that this rate has been brought to its attention and represents a genuine pre-estimate of the Company's loss arising from late payment.

12.12 In addition to contractual interest under clause 12.11, the Company reserves the right to charge fixed late-payment compensation per overdue Invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), as follows: £40 for debts under £1,000; £70 for debts of £1,000 to £9,999.99; £100 for debts of £10,000 or more.

12.13 The Customer shall be liable for all reasonable costs incurred by the Company in recovering overdue sums, including (without limitation) internal administrative time, debt collection agency fees, legal costs on a solicitor-and-client (indemnity) basis, tracing agent fees, court fees, and enforcement costs. Such costs are payable by the Customer in addition to the outstanding debt, accrued interest, and statutory compensation.

12.14 The Company reserves the right to suspend all hire services to the Customer across all accounts and demand immediate return of all Plant on hire if any Invoice remains unpaid for more than 5 Business Days after its due date.

12.15 Where payment details have been provided by the Customer to the Company, the Customer expressly authorises the Company to collect any outstanding Invoice balance, accrued contractual interest, statutory compensation, and recovery costs using those payment details. Where payment is processed via Stripe, card and payment details are securely processed and stored by Stripe, Inc. in accordance with PCI-DSS requirements; the Company does not store or have access to full card details. This authorisation applies to each individual overdue Invoice and to any associated charges and costs as they fall due.

12.16 A failure by the Company to enforce payment, interest, or charges on any occasion shall not constitute a waiver of its right to enforce them at any future time.

13. Limitation of Liability

13.1 Nothing in these Terms excludes or limits the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by the laws of England and Wales.

13.2 Subject to clause 13.1, the Company's total liability to the Customer under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Hire Charges paid by the Customer in the 12-month period immediately preceding the event giving rise to the claim, or the total Hire Charges paid under the relevant Contract if that Contract has been in place for less than 12 months.

13.3 The Company shall not be liable under any circumstances for:

- indirect, consequential, or economic loss including loss of profit, loss of contract, or loss of revenue;
- project delays, programme overrun, or liquidated damages or delay penalties imposed on the Customer by any third party, arising from Plant breakdown, non-availability, or delayed delivery;
- losses arising from the Customer's failure to follow manufacturer's instructions, safe systems of work, or statutory requirements including LOLER, PUWER, CDM 2015, RIDDOR, and the Electricity at Work Regulations 1989;
- losses arising from the Customer's failure to specify the correct Plant type or capacity for the intended application; or
- damage to underground services, structures, or ground caused by Plant operation where the Customer has warranted the suitability of ground conditions under clause 4.3.

14. Termination

14.1 The Company may terminate any Contract with immediate effect by written notice where:

- the Customer fails to pay Hire Charges or any other sum due within 5 Business Days of the due date;
- the Customer misuses Plant, fails to comply with health and safety obligations, or breaches any material term of these Terms;
- an Insolvency Event occurs in relation to the Customer; or
- the Company has reasonable grounds to believe Plant is at risk of loss, damage, or seizure.

14.2 The Customer may terminate a Contract by giving valid Off-Hire Notice in accordance with clause 3.7. In addition, the Customer may terminate immediately where the Company commits a material and unremedied breach of its obligations (including failure to provide Plant in the warranted condition under clause 11.1), provided the Customer has given the Company written notice of the breach and 5 Business Days to remedy it, and the breach has not been remedied within that period.

14.3 On termination for any reason: (a) all outstanding Hire Charges and other sums due become immediately payable; (b) the Customer must make Plant available for collection within 24 hours of the termination notice; and (c) the Customer grants the Company an irrevocable right and licence to enter the Site, with or without prior notice (but using reasonable endeavours to give notice where practicable), to recover Plant.

14.4 Where the Customer fails to return Plant or make it available for collection following termination, Hire Charges continue to accrue at the full daily rate until Plant is returned to the Company's depot, and the Company may seek an order for delivery up of the Plant or its Replacement Value, together with all accrued costs.

14.5 Termination does not affect any accrued rights or remedies of either party.

15. Customer Indemnity

15.1 The Customer shall indemnify, keep indemnified, and hold harmless the Company and its officers, employees, and agents against all losses, liabilities, costs (including legal costs on a solicitor-and-client basis), damages, fines, penalties, and expenses incurred by the Company arising from or

in connection with: (a) any breach by the Customer of these Terms, including breach of the title and ownership obligations in clause 8, breach of the insurance obligations in clause 9, or breach of any health and safety obligation in clauses 5, 6, or 7; (b) any negligent or unlawful act or omission by the Customer, its employees, contractors, or agents in connection with the use of Plant; (c) any claim brought against the Company by a third party arising from the Customer's use of Plant; (d) any regulatory fine, improvement notice, or enforcement action against the Company arising from the Customer's failure to comply with applicable law in connection with Plant; and (e) any seizure, enforcement action, or third-party claim over Plant arising from the Customer's breach of clause 8.

15.2 The indemnity in clause 15.1 is in addition to, and does not limit, any other right or remedy the Company may have against the Customer under these Terms or at law.

16. Data Protection

16.1 The Company processes personal data in connection with plant hire contracts in accordance with the UK GDPR and the Data Protection Act 2018 on the basis of contractual performance (Article 6(1)(b)) and the Company's legitimate interests (Article 6(1)(f)), including telematics and GPS data as described in clause 6.4. The Company's Privacy Notice is available at www.dr7.co.uk. Data subjects may contact the Company to exercise their rights or lodge a complaint with the Information Commissioner's Office (www.ico.org.uk).

17. Notices

17.1 Formal notices under these Terms must be in writing and delivered by hand, first class post, or email (with delivery confirmation) to the other party's registered office or principal trading address. Notices by first class post are deemed received 2 Business Days after posting; notices by email are deemed received on the next Business Day after transmission, provided no delivery failure notification is received. Off-Hire Notices must comply with the additional requirements of the Off-Hire Notice definition in clause 1.

18. General

18.1 Assignment: The Company may assign the benefit of any Contract (including the right to recover debts) without notice. The Customer may not assign any right or obligation without the prior written consent of a director of the Company.

18.2 Third party rights: No person who is not a party to these Terms shall have any right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

18.3 Entire agreement: These Terms constitute the entire agreement for the hire of Plant and supersede all prior representations. The Customer has not relied on any statement not set out in these Terms or the Hire Confirmation.

18.4 Waiver: Failure or delay by the Company to exercise any right or remedy shall not constitute a waiver, nor shall a single or partial exercise preclude further exercise of the same or any other right.

18.5 Severance: If any provision is held invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force.

18.6 Amendments: The Company may update these Terms at any time by publishing revised Terms on the Company's website or by giving not less than 30 days' written notice to the Customer. The version in force at the date of each Hire Confirmation shall apply to that Contract. Where an amendment materially increases the Customer's obligations, restricts the Customer's rights, or increases the price for existing ongoing hire arrangements, the Customer may terminate the affected hire arrangement by written notice to the Company within 20 Business Days of the Company's notification, without penalty. Continued use of hire services after the effective date of revised Terms, or failure to give notice of termination within the above period, constitutes acceptance. For the avoidance of doubt, clause 2.1 applies to agreed variations specific to an individual Contract; this clause 18.6 governs general updates to these standard Terms.

18.7 Force Majeure: The Company shall not be liable for failure or delay caused by a Force Majeure Event. The Company will notify the Customer promptly and will use reasonable endeavours to resume performance as soon as possible. Either party may terminate an affected Contract by written notice if a Force Majeure Event continues for more than 20 Business Days.

18.8 Governing law: These Terms are governed by the laws of England and Wales. Any dispute is subject to the non-exclusive jurisdiction of the courts of England and Wales. The Company reserves the right to pursue proceedings in any other jurisdiction in which the Customer has assets.

19. Confidentiality

19.1 Each party shall keep confidential all information received from the other party in connection with these Terms or any Contract that is expressly identified as confidential, or that a reasonable person would consider to be confidential in nature, including (without limitation) hire rates, plant asset information, Site locations, programme details, and operational data. Each party may disclose confidential information only to those employees, contractors, or agents who need to know it for the purposes of performing their obligations under these Terms, and shall ensure that such persons are bound by equivalent confidentiality obligations.

19.2 The obligations in clause 19.1 do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party before disclosure; (c) is independently developed by the receiving party without reference to the confidential information; or (d) is required to be disclosed by law, by a court of competent jurisdiction, or by any regulatory authority, in which case the disclosing party shall, to the extent permitted, give the other party prior written notice.

20. Anti-Bribery, Anti-Money Laundering, and Ethics

20.1 Each party warrants that it will comply with all applicable anti-bribery and corruption legislation, including the Bribery Act 2010, and will not offer, give, request, or accept any financial or other advantage in connection with these Terms or any Contract. Each party will maintain adequate procedures designed to prevent bribery by its associated persons (as defined in the Bribery Act 2010).

20.2 Each party will comply with all applicable anti-money laundering legislation, including the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. The Company reserves the right to decline or terminate a Contract where it has reasonable grounds to suspect that a Customer is engaged in illegal activity or Plant is being used to facilitate an offence.

20.3 Each party will comply with all applicable financial sanctions legislation, including the Sanctions and Anti-Money Laundering Act 2018 and all regulations made under it. Neither party will engage any person or entity that is designated under applicable sanctions law in connection with these Terms.

21. Modern Slavery

21.1 The Company is committed to combating modern slavery, forced labour, and human trafficking in its operations and supply chain, in accordance with the Modern Slavery Act 2015. The Company will not knowingly engage any person, contractor, or supplier who is involved in modern slavery or human trafficking.

21.2 The Customer warrants that neither it nor, to the best of its knowledge, any person in its supply chain engages in modern slavery or human trafficking. If the Customer becomes aware of any actual or suspected modern slavery in connection with the hire of Plant, it will notify the Company immediately.

Document Amendment History

Version	Date	Summary of Changes
1.0	January 2025	Initial issue.

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