

Terms & Conditions for Hiring of Mobile Variable Message Sign (MVMS) Equipment and for Hiring of PCMS Equipment

1. Definitions

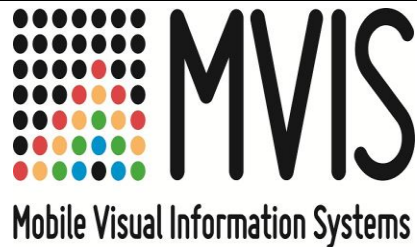
- 1.1 The Owner means MVIS Limited and includes its successors or assigns.
- 1.2 The Hirer means the company, firm, person or public authority shown overleaf taking the Owner's Plant on hire and includes their successors or personal representatives.
- 1.3 "Plant" means the plant equipment and machinery listed overleaf which the Owner has agreed to hire to the Hirer.
- 1.4 "Owner's Employee" shall mean any employee of the Owner whose job is either to operate the Plant or to provide any other services in connection with the Plant to the Hirer.
- 1.5 "Advice" means any designs, drawings or specifications in relation to the Plant or any information or advice as to the planning supervision or control of the Hirer's operations or the installation of the Plant.

General

- 1.6 Hire rates are the Owner's current standard rates unless otherwise agreed and as specified overleaf.
- 1.7 Weekly rates are for a 24-hour 7-day week.
- 1.8 These terms and conditions shall apply to the hire of all Plant by the Owner to the Hirer and shall not be overridden by any terms and conditions of the Hirer.
- 1.9 No variation of these terms and conditions will be effective unless agreed in writing by a director of the Owner. All terms other than those expressly set out in these terms and conditions are hereby excluded.
- 1.10 Acceptance of the Plant on site by the Hirer or its delivery on site in accordance with the Hirer's instructions shall be deemed to be full acceptance of these terms and conditions unless otherwise agreed in writing by the Owner.
- 1.11 These terms and conditions shall be governed by and construed according to English Law and subject to the exclusive jurisdiction of the English Courts

2. Basis of charging

Units 6-8 Brookfield Way, Tansley, Matlock, Derbyshire DE4 5ND



The Plant is hired to the Hirer subject to these Terms and Conditions and to the terms set out overleaf. The Hirer agrees to pay the hire charges which will commence from the time and at the rate(s) shown overleaf and continue until the Plant is returned to or collected by the Owner and a receipt issued by the Owner. Telephone notification of cessation of hire will not be accepted unless validated by an off-hire number notified by the Owner to the Hirer.

3. Other charges

Hire charges relate solely to the hire of the Plant. They do not include fuels/oils or lubricants supplied with the Plant, carriage to and from the Owner's premises, charges in relation to the supply of an Owner's Employee, or any other costs incurred by the Owner, all of which will be chargeable separately to the Hirer.

When carriage charges are quoted by the Owner these charges will include a charge for a maximum of 30 minutes attendance by the Owner's vehicle at the address specified by the Hirer. Further time will be chargeable to the Hirer.

4. Wages and other charges relating to Owner's Employees

The Hirer will pay the specified hourly rates for each Owner's Employee supplied with the Plant and such rates are payable whether or not the Owner's Employee is actually engaged operating the Plant or providing any other service in connection with the Plant. The Hirer shall sign the time record sheets of the Owner's Employee daily or weekly. The signature of the Hirer's representative shall be conclusive and bind the Hirer to accept the hours shown on the time record sheets and the amount payable.

All travelling time and fares for Owner's Employees whether during, at the beginning or the end of the hire period are payable by the Hirer.

5. Payment terms

All charges are payable on demand except that payment terms for authorised credit customers are 30 days' net from the date of invoice. The Owner shall be entitled to charge interest at the rate of 4% above the prevailing base rate of Nat West Bank PLC calculated on a daily basis, from the due date to the date of settlement. If the Hirer fail to settle any invoice by the due date other than for a valid reason all other outstanding invoices be payable forthwith.

6. Loading and unloading the Plant

The Hirer shall be responsible for loading and unloading the Plant at the Hirer's site, and at the Owner's premises. Any Owner's Employee who helps load or unload the Plant is deemed to be an employee of the Hirer and the provisions of paragraph 7 shall apply.

7. Responsibility for Owner's Employees

When an Owner's Employee is supplied by the Owner with the Plant, the Owner shall supply a competent person but such person shall at all times be under the supervision, direction and control of the Hirer. The Owner's Employee shall for all purposes connected with such employment be

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regarded as the servant of the Hirer who alone shall be responsible for all claims arising in connection with the delivery, preparation or operation of the Plant. To the extent permissible by law the Owner shall have no liability for any loss or damage caused by any act or omission whatsoever of an Owner's Employee or the consequences thereof. The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising out of or in connection with any act or omission of the Owner's Employee whilst the Hirer is responsible for him and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

8. Advice

If the Owner or any of the Owner's Employees give any Advice, it is provided strictly on the basis that it is for guidance only and without any legal responsibility being accepted. The onus shall be on the Hirer to verify the accuracy and/or appropriateness of such Advice and to accept or reject it accordingly. The Hirer shall fully and completely indemnify the Owner and the Owner's Employees against all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from the giving of such Advice whether arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

9. Responsibility of persons signing

The person signing overleaf warrants that he has the full authority of the Hirer to enter into the hire contract on the Hirer's behalf.

10. Delivery in good order

The person signing overleaf has been afforded the opportunity to inspect the Plant which is confirmed to be in good working order and entirely free from damage at the time of signature. If the Plant has been accepted on site by the Hirer the Plant shall be deemed to be in good working order and wholly free from damage at the time of delivery. Any shortages of Plant must be notified to the Owner within 24 hours of the commencement of the hire period and confirmed in writing within 72 hours. If the Hirer fails to do this hire charges will continue and the Hirer will be responsible for the cost of replacing shortages in accordance with paragraph 11.

11. Lost, stolen, non-returned, damaged or unclean Plant

11.1 The Hirer will immediately notify both the Owner and the police of any loss or theft of the Plant. If the Plant is not returned or is returned incomplete or damaged the liability of the Hirer shall only cease when the Hirer pays to the Owner the manufacturer's current list price for the missing, incomplete or damaged item of Plant.

11.2 In the event that Plant is manufactured to the Owner's design the cost of the missing or incomplete item is the current price charged by the Owner to a customer who wishes to purchase that item of Plant.

11.3 The Plant will be inspected by the owner at the end of the Hire Period and all missing items and damage will be notified to the Hirer in writing who may, if the Hirer wishes, verify that loss or

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damage by inspection of the Plant within 7 working days of receipt of such notification. In the absence of inspection within that period the Hirer shall be deemed to agree such loss and damage. The Hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of the Plant if it is returned damaged unclean or incomplete. Hire charges will continue until such rectification is complete.

12. Maintenance of Plant and breakdown procedures

The Hirer shall ensure that, at all times, the Plant remains safe, serviceable and clean. Any breakdown or any defect of Plant must be immediately notified to the Owner. Under no circumstances shall the Hirer repair the Plant (except tyre punctures) unless authorised by the Owner. Damaged or defective Plant must be returned to the Owner's premises for examination or, when rectification elsewhere is requested, the Hirer agrees to pay carriage if required by the Owner. Punctures are to be mended by and at the cost of the Hirer.

13. Safe use of the Plant

The Hirer confirms that it has the necessary knowledge and experience to operate and use the Plant. The Hirer will not misuse or abuse the Plant in any way. The Hirer will not permit any person to use the Plant who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed relating to its use and operation.

Where the Plant comprises electrical equipment, it must be connected at the Hirer's expense to the correct supply by a qualified electrician who shall issue an Electrical Installation Certificate when required to do so. The Hirer is responsible for providing a suitable electrical supply to the base of each item of Plant.

14. Improper Use of Plant Signage

14.1 The Hirer shall be responsible for the content and material of Plant sign messaging displayed or uploaded for display

14.2 The Hirer shall not permit the uploading or display on Plant signs of any inappropriate material meaning any material or display which may reasonably be construed as obscene or offensive or which may be the subject of complaint by members of the public

14.3 No material or content may be displayed or uploaded for display on any Plant signage other than that reasonably required for the purposes of traffic information or traffic management without the prior written consent of the Owner. Any breach of any of these provisions may result in the immediate termination by the Owner of the Hire Contract in which event the balance of the hire charges for the Hire period will thereupon be payable with any other sums due under the Agreement.

15. Security of the Plant

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15.1 The Hirer shall not sell or otherwise part with possession and/or control of the Plant and shall remain responsible for the Plant and its safekeeping during the hire period. The Hirer agrees that it will not remove or deface any template, name plate or any other identification confirming the Owner's ownership.

15.2 Plant must not be removed without the authority of the Owner from the site specified by the Hirer if the Plant is collected by the Hirer, or from the address to which the Owner has delivered the Plant. If such authority shall be given for the relocation of Plant this will be entirely at the Hirer's expense and the Hirer shall be responsible for the costs of all damage to the Plant arising from such relocation

15.3 The Hirer shall keep the site at which the Plant is located safe and secure.

16. Access and ground conditions

The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation and dismantling of the Plant.

No responsibility will be accepted by the Owner for damage to any surface over which the Plant has been moved to reach its intended position of use or for collection of same and the Hirer shall take all necessary steps to protect surfaces (paving slabs, soft ground etc.) before delivery of the Plant.

The reinstatement of any fixing holes for Plant drilled in buildings or structures is the responsibility of the Hirer.

17. Hirer's responsibility to third parties

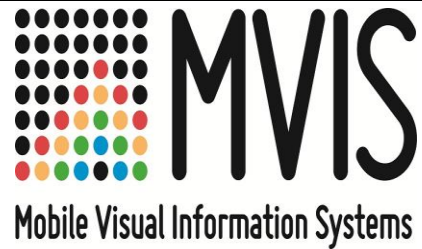
The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the Plant and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

18. Consequential losses

The Owner shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever or howsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Plant, or any breakdown or defect in the Plant.

19. Insurance and notification of accidents

Unless the Owner arranges insurance cover on behalf of the Hirer at the Hirer's expense the Hirer shall be responsible for obtaining all appropriate insurance cover, including third party liability arising from the use and operation of the Plant and cover against loss, theft or damage to the Plant. The Hirer shall produce on demand to the Owner a copy of the policy or policies. The Hirer shall hold on trust for the Owner all policy proceeds in or towards satisfaction of the Hirer's obligations under paragraph 11 above. If the Plant is involved in any incident resulting in injury to persons or damage to property immediate notice shall be given to the Owner by telephone and confirmed in writing. The Hirer shall not admit any liability or compromise any claim relating to the Plant without the consent in writing of the Owner.



20. Period and determination of hire

If the Hirer is an individual within the meaning of the Consumer Credit Act 1974 the maximum period of hire shall be 3 months.

The Owner shall be entitled at any time if there shall be any breach by the Hirer of these Terms and Conditions to terminate with immediate effect the hire contract and to repossess the Plant.

21. Right of access

The Hirer shall allow the Owner access to the Plant at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

22. Invalidation

Should any of these terms and conditions be held to be invalid such invalidation will not affect the validity of the remaining terms and conditions.

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HIRE AGREEMENT

Date: _____ **Agreement Number:** _____

Owner:
Mobile Visual Information
Systems Limited (MVIS)

Hirer: _____

Plant: _____ **Plant Serial Number:** _____

Monthly Rental and other Charges: _____ **Owner Employees:** _____

Site Location: _____ **Authorised Users (if not Hirer):** _____

Term: _____ **Commencement Date:** _____

Payment Terms: _____ **Payment Date:** _____

The Owner hires the Plant to the Hirer for the Term commencing on the Commencement Date at the Monthly Rental and upon the Terms and Conditions set out in this Agreement.

.....
For and on behalf of the Owner

.....
For and on behalf of the Hirer

.....
Print Name

.....
Print Name

.....
Position in Company

.....
Position in Company

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