

THE OLIVER GROUP TERMS AND CONDITIONS

1. Definitions

In these Conditions the following terms shall have the following meanings:

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| "Advice" | means advice and recommendations made by or on behalf of the Company or its agents to a Customer whether set out in the Company's recommendations sheet or otherwise |
| "Company" | means ATO Holdings Ltd (Company registration number 00502816) whose Registered Office is at Wandon End Works, Luton, Beds, LU2 8NY and includes any associated company, or subsidiary companies owned by the Company or in which the Company has a controlling interest (including A.T. Oliver & Sons Ltd, Oliver Agriculture Ltd and Oliver Landpower Ltd) and any business carried out by any of these businesses or divisions of the Company. |
| "Conditions" | means the conditions set out in this document and "Conditions" means any one of them |
| "Contract" | means a contract for the supply of goods and/or services made between the Company and a Customer to which these Conditions apply. |
| "Customer" | means the Customer of the Company or any agents of the Company |
| "Goods" | means any goods forming the subject of the Contract including parts and components of or material incorporated in them. |
| "Goods Price" | means the price of Goods as agreed between the Customer and the Company or nay agent of the Company |
| "Services" | means the provision and/or supply by the Company of any services to a Customer which may include but are not limited to the provision of advice, agrochemical applications and other agricultural or horticultural contracting operations. |
| "Services Agreement" | means an agreement between the Company and the Customer for the provision of Services |
| "Services Price" | means the price for the provision of the Services as agreed between the Customer and the Company or any agent of the Company |

2. Validity of Quotations

Quotations by the Company or any agent of the Company unless otherwise stated in them shall be valid for 14 days from the date of the quotation. Any applicable Value Added Tax or any other applicable tax will be charged as an addition to any price, at the rate relevant at the date of invoicing.

3. Formation of Contract

- 3.1 No Contract for the sale and purchase of Goods shall come into existence until the Customers order (however given) is accepted by the earliest of:
 - The Company's written acceptance;
 - Delivery of the Goods; or
 - The Company's Invoice.
- 3.2 No Contract for the provision of Services shall come into existence until the Customer's order (however given) is accepted by the earliest of:-
 - The Company's written acceptance;
 - Signing of a Service Agreement;
 - The Company commencing the provision of the Service; or
 - The Company's Invoice
- 3.3 These Conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer and shall supersede any terms and conditions set out in the Customer's order form or purchase order.
- 3.4 No variation or amendment of the Contract or oral promise or commitment related to it shall be valid unless in writing and signed by or on behalf of both parties

4. Payment

- 4.1 All Invoices are payable within 30 days of the date of the invoice or as per the terms on the invoice should these be different. In no circumstances shall the Customer be entitled to make any deduction or set off or withhold payment for any reason at all.
- 4.2 All invoices are subject to any applicable Value Added Tax or any other applicable tax will be charged as an addition to any price, at the rate relevant at the date of invoicing.
- 4.3 Time for payment of the invoice shall be of the essence of the Contract

- 4.4 Without prejudice to any other rights of the Company if the Customer fails to pay the invoice by the due date the Customer shall not be allowed any discount given in that invoice and will reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount due to the Company.

SUPPLY OF GOODS

Unless otherwise agreed in writing all orders for Goods are accepted subject to the following terms:-

5. Transfer of Ownership
- 5.1 The Company shall transfer only such title or rights in respect of the Goods as the Company has and if the Goods are purchased from a third party the Company shall transfer only such title or rights as that party had and has transferred to the Company.
- 5.2 Notwithstanding the earlier passing of risk, title in the goods shall remain with the Company and shall not pass to the Customer until the amount due under the Invoice for them (including interest and costs) has been paid in full.
- 5.3 Until the title in the Goods passes, the Customer shall hold the Goods as Bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.
- 5.4 The Company may at any time before the title passes and without liability to the Customer:
Repossess and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and for that purpose (or for determining what if any Goods are held by the Customer and inspecting them) to enter any premises of or occupied by the Customer.
- 5.5 The Company may maintain an action for the price of any Goods notwithstanding that the title in them has not passed to the Customer.
6. Delivery
- 6.1 The Goods are delivered to the Customer when the Company makes them available to the Customer or to any agent of the Customer or to any carrier (who shall be the Company's agent whoever pays its charges) at the Company's premises or other delivery point agreed by the Company.
- 6.2 Risk in the Goods passes when that are delivered in accordance with Clause 6.1.
- 6.3 The Company may at its discretion deliver the Goods by instalment in any sequence.
- 6.4 Where the Goods are delivered by instalments no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or in respect of undelivered Goods.
- 6.5 The Customer shall take delivery of the Goods tendered by the Company notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
6.5.1.1 the Goods Price shall be adjusted pro rate to the discrepancy
- 6.6 Any date quoted by the Company for the delivery of the Goods is approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.
- 6.7 If the Customer fails: to take delivery of the Goods or any part of them on the due date; and to provide any instructions or documents required to enable the Goods to be delivered on the due date, the Company may on giving written notice to the Customer store or arrange for the storage of the Goods, and on service of the notice; risk in the Goods shall pass to the Customer; delivery of the Goods shall be deemed to have taken place; and the Customer shall pay to the Company all costs and expenses including storage and any redelivery and insurance charges arising from its failure.
- 6.8 The Company shall not be liable for any penalty loss injury damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract
- 6.9 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's premises shall be deemed to be conclusive evidence of the quantity received by the Customer on delivery unless the Customer provides conclusive evidence proving the contrary
7. Claims Procedure for Defective Goods
- 7.1 Any claim that any Goods have been delivered damaged or are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within 7 days of their delivery.
- 7.2 Any alleged defect shall be notified by the Customer to the Company within 7 days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within 7 days of the defect coming to the Customer's attention.

- 7.3 Any claims under this Condition must be in writing and must contain full details of the claim including batch numbers of any allegedly defective Goods.
- 7.4 The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this Condition and the Customer shall if so required in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.
- 7.5 Neither the Company nor any agent of the company shall have any liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in the Conditions.
- 7.6 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rate Contract rate against any invoice raised for such Goods.

8. Exclusion of Liability

Under no circumstance shall the Company or any agent of the Company have any liability of whatever kind for:

- 8.1 Any losses resulting from improper use by the Customer or use storage or application by the Customer other than in accordance with the instructions or advice of the Company or any agent of the Company or the manufacturer of any Goods or from neglect or from any instructions or materials provided by the Customer.
- 8.2 The suitability or fitness of any goods for any particular purpose or use under specific condition or not the purpose or conditions were known or communicated to the Company or any agent of the Company.
- 8.3 Any substitution by the Company of any materials or components not forming part of any specification of the Goods agreed in writing by the Company or any agent of the Company.
- 8.4 Any description illustrations specification figures as to performance, drawing and particulars of weights and dimensions submitted by the Company or any agent of the Company contained in the Company's catalogues price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or to be treated as representations.
- 8.5 Any technical information, recommendations, statements or advice furnished by the Company, its employees or agents not given in writing in response to a specific written request from the Customer before the Contract is made.
- 8.6 Any losses incurred from further use of the Goods after the Customer discovers or ought to have discovered any defect in the Goods
- 8.7 Any variations in quantities or dimensions of any Goods or changes of their specifications of any materials or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of quality equal or superior to those originally specified.

SUPPLY OF SERVICES

Unless otherwise agreed in writing all orders for Services are accepted subject to the following terms:-

9. Prices

Services will be invoiced at the Services Price shown in the Service Agreement. In the absence of a Services Agreement the Services will be invoiced at the price ruling at the date on which those Services are rendered. The prices ruling are the Company's prices current at the date on which the Services are rendered. The Company reserves the right to vary prices at any time subject to giving one month's notice thereof to the Customer.

10. Representations and Advice

The Company shall have no liability to the Customer for failure or omission to advise. Where representations are made or advice given, whether by the Company, its agents or sub-contractors, the Company shall have no liability to the Customer except where such representations or advice lead to a sale of Goods or a supply of Services to the Customer. In such case the Company's liability for each claim, or where more than one claim arises out of one incident, the aggregate of such claims shall be limited in accordance with Clause 14. The liability of the Company in respect of advice rendered by the Company, its agents or sub-contractors, in respect of the application of or use of Goods supplied by the Company shall similarly be limited for each claim, or where more than one claim arises out of any one incident, the aggregate of such claims, in accordance with clause 14.

11. Defective Goods, Service Mis-Application Etc

Without prejudice to Clauses 10 and 11 above the Company's liability in respect of defective Goods, or in respect of their quality, fitness or suitability for purposes or correspondence to description, or in respect of Services or treatment rendered or the application, non- application or misapplication of Goods, whether by the Company, its agents or subcontractors shall be limited for each claim, or where more than one claim arises out of any one incident, the aggregate of such claims shall be limited in accordance with Clause 14.

GENERAL

12 Unfair Contract Terms Act 1977 (or any statutory modification or reenactment thereof):

12.1 Nothing in these conditions shall be construed as limited the Company's liability for personal injury or death as provided in the above Act

13 Limitation of Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

13.1 This Condition 13 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agent's consultants and sub-contractors) to the Customer in respect of:

- (a) Any breach of the Contract
- (b) Any use made by the Customer of the Services
- (c) Any use made or resale of the Goods by the Customer, or of any product incorporating any of the Goods; and
- (d) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law excluded from the Contract

13.3 Nothing in these Conditions limits or excludes the liability of the Company:

- (a) For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentations by the Company; or
- (b) Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (c) For any liability incurred by the customer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by Section 2 of the Supply of Goods and Services Act 1982.

13.4 Subject to Condition 13.2 and Condition 13.3

- (a) The Company shall not be liable for:
 - Loss or profits; or
 - Loss of business; or
 - Depletion of goodwill and/or similar losses; or
 - Loss of anticipated savings; or
 - Loss of goods; or
 - Loss of contract; or loss of use; or
 - Loss of corruption of data or information; or
 - Loss of business opportunity; or
 - Any special, indirect or pure economic loss, costs, damages, charges or expenses.
- (b) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, or under GDPR or domestic Data Protection Legislation shall be limited to the aggregate of the Services Price and the Goods Price

14. Exclusion relating to warranties, contract and negligence.

Neither the Company nor any agent of the Company shall have any liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence breach of statutory or other duty on the part of the Company or any agent of the Company or in any way out of or in connection with the performance or purported performance of or failure to perform the Contract or out of or in connection with Advice except as expressly stated in these Conditions.

15. Liability in respect of Defective Goods etc.

15.1 If the Customer establishes that any Goods have not been delivered or have been delivered, but are either damaged or do not comply with their description, the Company shall, at its option,

replace with similar Goods any Goods which are missing lost or damaged or do not comply with their description or shall allow the Customer credit for their invoice value.

- 15.2 If the Customer establishes that any Goods are defective the Company shall at its option replace with similar Goods, allow the Customer credit for their invoice value or assign to the Customer (so far as the Company is able to do so) any warranties given by the manufacturer of the Goods to the Company
 - 15.3 The delivery of any replacement Goods shall be at the Company's premises or other place of delivery specified for the original Goods.
 - 15.4 Where the Company or any agent of the Company is liable in accordance with this Condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other part of the Goods
 - 15.5 Neither the Company nor any agent of the Company shall be liable where any Goods the price of which does not include carriage are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged good will if available be supplied by the Company at the prices ruling at the time of dispatch.
16. Assignment and termination by the Company
- 16.1 The Company may assign transfer or otherwise deal with its rights under this Contract without the prior approval of the Customer
 - 16.2 The Company may at its discretion suspend or terminate the supply of Goods or Services if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract or any other agreement with the Company or becomes insolvent or has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company has reasonable cause to believe that any of these events may occur and in the case of termination may forfeit any deposit paid.
17. Cancellation
- 17.1 Orders or Services which have been accepted by the Company may not be cancelled by the customer under any circumstances and no Goods which have been supplied may be returned to the Company by the Customer.
 - 17.2 In the event that the Company in its absolute discretion shall agree the cancellation of an order or the return of Goods supplied to a Customer the Customer shall pay to the Company prior to and as a condition of the acceptance of such cancellation or return such cancellation fee as the Company may impose. Packages, drums or barrels in a broken, opened, damaged or neglected condition will not be accepted in any circumstances.
 - 17.3 If the Customer shall fail to make any payment whatsoever due to the Company or commits any other breach of the Contract or if the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) become bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or the Customer ceases or threatens to cease to carry on business then if any Services have been rendered but not paid for the Services Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Company may without prejudice to its other rights cancel or refuse to execute any orders by the Customer whenever placed.
18. Force Majeure
- The Company shall not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control. Orders are accepted subject to force majeure (which included any act of God, war, strike, lock-out, industrial action, fire, flood, drought, or tempest). No guarantee can be given that Services will be rendered at the time specified and the Company will not be liable for any delay in delivery, or failure to deliver, where such delay or failure IS caused by circumstances beyond the Company's control. Where non-delivery or late delivery of Services occurs through the fault of the Company then in such case the Company's liability for each claim or where more than one claim arises out of any one incident the aggregate of such claims shall be limited in accordance with Clause 14.

19. Applicable Law

The Contract between the parties shall be governed by English Law and the Customer Consents to the exclusive jurisdiction of the English Court in all matters regarding it except to the extent that the Company invokes in the jurisdiction of the Courts in any other Country.

20. Service of Notices

- 20.1 Any Notice given under these Conditions shall be in writing and may be served personally or by registered or recorded delivery mail
- 20.2 Each party's address for the service of notices shall be at its registered office or such other address as it specifies or has specified by notice to the other party.
- 20.3 A notice shall be deemed to have been served
 - If it was served in person, at the time of service
 - If it was served by post 48 hours after it was posted

21. Exclusion of Third Party Rights

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or right to enforce any element of the Contract except to the extent expressly permitted by the Contract.

22 Imposition of the Conditions

The Conditions are deemed to be incorporated into and to form part of any Contract between the Company and the Customer and all orders accepted by the Company are subject thereto. In the event of the Customer's official order forms or other documents containing special conditions it is a term and condition of any Contract between the Company and the Customer that such Customer's conditions are binding only in so far as they are not at variance with the Contract incorporating these Conditions.

23. Data Protection & GDPR Privacy Compliance

The Company is committed to providing quality products and exceptional service to the Customer.

The Company is also committed to protecting the confidentiality and security of information it collects and holds about the Customer. The Company's full privacy policy is available on our website:

<https://www.oliverlandpower.co.uk/site/privacy-and-legal/>.

The Company collects and uses personal data such as names and contact details, financial details and payment details information, in order to provide its goods and services under the Contract with the Customer, to comply with legal obligations and also for its legitimate business interests under Article 6(1)(f) of the General Data Protection Regulation (GDPR), which include carrying out credit checks and seeking references prior to providing a credit account, evaluating requests for its products or services, evaluating and marketing its products or services, improving and developing its business and shall also include the referral of personal data to credit referencing agencies where applicable. The collection and use of this information is necessary in order to provide information on which to base such requests and marketing evaluations. The collection and use of the data for our legitimate business interests is without prejudice to the Customer's rights, freedoms and interests under according to the GDPR or data protection legislation applying under English law.

The Company maintains physical, electronic and procedural safeguards to protect the information. The Company's employees, sales associates and contractors are required to protect the confidentiality of this information and to comply with the Company's policies. Information access is restricted to only those individuals with an appropriate need.

The Company may disclose any information it collects about the Customer, as described above, when it is necessary to conduct its business or as permitted or required by law.

The Company will keep the Customer's personal data for as long as necessary for the purposes for which it was collected and to provide the Customer with services, to conduct its legitimate business interests or where otherwise required by law. The Company will retain the Customer's data for the lifetime of its account with the Company and for a period thereafter in accordance with legal requirements.

Upon the Customer submitting a written request to the Company in accordance with clause 22 the Company will make available information collected about the Customer for its review within 30 days and free of charge. The Company will review the Information if the Customer notifies the Company in accordance with clause 22 that the information is incorrect. If the Company agrees that the information is incorrect, it will correct its records

The Company provides this notice to the Customer pursuant to UK legislation which requires the Company to notify its customers of its privacy practices and procedures. The Company reserves the right to change its practices or procedures after providing the Customer notice. For additional information regarding the Company's Privacy Policy, contact the Company in writing – Wandon End, Luton, Beds, LU2 8NY.

The Company hereby confirms that it conforms to the principles of the GDPR and acknowledges that it is the responsibility of the Company to do so. The Company hereby notifies the Customer (and the Customer acknowledges the receipt of this notice) that it has a right to complain to the Information Commissioner's Office if it considers that Company is in breach of its obligations under the GDPR.

24. General

- 24.1 The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.
- 24.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 24.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 24.4 If any provision of these Conditions or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and remainder of the provision in question shall not be affected.
- 24.5 The Customer gives the Company permission to carry out credit checks against the Customer including licensed Credit Reference Agencies and the Company and the Credit Reference Agencies may retain a record of that search. The Customer also authorises the Company to keep written information on the Customer.

25 Hire

- 25.1 The Company is the "owner" and includes the trading name Oliver Buggy Hire, or any subsidiaries and/or their successors, personal representatives or assigns.
- 25.2 "Hirer" is the customer, business, company or individual including their representatives or successors who hire vehicle(s) & equipment or carry out business with the Owner.
- 25.3 "Equipment" covers all vehicles, trailers & accessories which the owner hires to the hirer.
- 25.4 Terms and conditions are accepted on receipt of an order or on delivery of vehicle.
- 25.5 The Owner shall deliver the equipment to the location on or before the date of hire is to commence, and shall collect the equipment on or after the date hire is to cease by arrangement, all vehicles will be deemed to be undamaged and in full working order unless the hirer notifies "the owner" to the contrary upon receipt of the equipment.
- 25.6 The owner will accept no responsibility for damage to any vehicle, equipment or surface of property during unloading and loading of vehicles.
- 25.7 The hirer shall use the equipment for the purpose it was designed for, and for no other purpose.
- 25.8 The Equipment shall be retained at the agreed delivery location throughout the period of hire, notwithstanding that hire rental may not be payable during part of that period. The equipment shall not be removed from the location without the prior written consent of the owner.
- 25.9 The Hirer undertakes:
 - (a) To observe the standard of care of a careful owner towards the equipment, and to keep the equipment in clean and orderly condition at all times, at its own expense.
 - (b) Not knowingly to allow the use of the equipment by persons less than 17 years of age, or by persons who appear incapable of doing so safely.

- (c) Not knowingly to allow the equipment to be used for any purpose beyond its rated capacity, or in a manner likely to cause undue deterioration in its condition.
 - (d) To make known to each and every user of the equipment information relating to safety and to warn all users of the vehicles against abnormal or unreasonable use.
 - (e) Not to modify or alter the construction of the equipment, or remove any parts or accessories therefrom or fit, or allow to be fitted, any parts or accessories other than those supplied or approved by the owner.
 - (f) Not to deface, modify, alter or remove any identification plates fitted by the manufacturer and the owner, or fix to the vehicle any sign or sticker nor paint any part of the equipment without prior written consent from the owner.
 - (g) Any road going vehicles must display number plates at all times, prior consent from the owner is required before using road legal equipment on the highway.
 - (h) In the case of congestion charges, fines or any other charge relating to the vehicle whilst on hire, the hirer will be liable for all charges.
 - (i) To supply oils, lubricants and fuel in accordance with the owners recommendations, all at its own expense, unless a sub agreement regarding fuel is in place.
 - (j) To maintain the equipment in good working order at all times.
 - (k) To repair any tyre punctures or replace tyres all at its own expense. To reimburse the owner for the cost, at normal rates, of any repairs or replacement of parts to the equipment, caused for any reason whatsoever, except fair wear and tear arising from normal use.
 - (l) To notify the owner immediately of any defect, loss or damage arising to the vehicle, such notification to be confirmed in writing within three working days.
 - (m) In the case of any breakdown or loss of performance the owner does not accept any liability for consequential loss, if a vehicle is removed from site for a repair it will be replaced with a similar vehicle where possible.
 - (n) To permit the Owner or its sub-contractors access to the vehicles at all reasonable times for the purpose of inspection of the Equipment.
 - (o) Unless stated otherwise overleaf, to immediately insure, and throughout this agreement, keep the equipment insured, under an All Risks Policy for the sums stated in the schedule, and to cause a note of the owners interest to be endorsed on such policy.
 - (p) To effect insurance at its own expense to indemnify the owner, the hirer, and every use of the equipment without limit against third party liability in respect of death or personal injury, loss or damage to property, and consequential loss, wheresoever, and howsoever arising.
 - (q) To promptly pay all premiums due under all policies, not do or permit to be done, anything to vitiate the said policies and to produce evidence of payments to the owner on request.
- 25.10 Terms of payment – 30% deposit on booking of equipment with balance due on delivery unless a credit account is in place where payment is due in 14 days from invoice, if payment terms are not adhered to interest will be added on a daily basis and credit facility will be revoked.
- 25.11 Without prejudice to any other right or remedy for breach of the terms hereof or for the recovery of the Hire Rent, the Owner shall be entitled to terminate the hiring forthwith by notice in writing: If any instalments of the Hire Rent shall be unpaid fourteen days after it is due whether demanded or not.
If the Hirer shall commit any breach of any other of its obligations hereunder.
- (a) In the event of any substantial change in the constitution, control or management of the Hirer.
 - (b) If the Hirer becomes insolvent or makes or attempts to make any arrangements or composition with creditors or a receiver of its assets is appointed or if any execution of distress is levied upon it.
- 25.12 By signing the hire document the Hirer agrees to the terms and conditions set out above including all sub-sections.

INSURANCE IS NOT INCLUDED