

TRIDENT MACHINES LIMITED – TERMS & CONDITIONS OF SUPPLY

Hire Agreement between Trident Machines Limited (“we” and “us”) and the Customer (“you”) to hire the equipment. These terms & conditions apply to all the equipment provided to you. These Conditions apply to the agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Operation of the equipment by the Customer will constitute acceptance by the Customer to hire the equipment on these terms.

1. The equipment will at all times remain our property. You have no right, title, or interest in the equipment outside this agreement. This agreement shall apply to any replacement, substitute or additional equipment provided to you and any changes in the charges. You will keep the equipment inside at the location where we have installed it. If you require equipment to be moved, please contact us. Where the equipment is moved by you or a third party without our prior written consent you agree to reimburse us for any costs we incur as a result.
2. We shall endeavour to give you 24 hours notice of the delivery of the equipment. Each piece of equipment will be tested on delivery and appropriate meter readings taken and initialised by you. Appropriate PAT test will be undertaken by us, and we shall ensure that the equipment is supplied and installed in accordance with any applicable laws. We confirm we have all necessary consents and licenses to supply the equipment. We exclude all warranties that we can legally exclude. Risk in the equipment will pass on delivery.
3. You shall provide us with access at all reasonable times to deliver, repair, take away, and access the equipment. You will provide an appropriate space and access to the necessary utilities, such that the equipment will comply with all health and safety requirements at the location. You will provide us with information about any appropriate health and safety issues prior to installation (or as they arise). You will be responsible for the cleanliness, safety, and security of the equipment whilst at the location. You will be responsible for any loss, theft, damage, or destruction of the equipment and shall reimburse us on an indemnity basis for the full price of repairing or replacing the equipment. You agree that every day you will switch on the equipment and keep it switched on for the entirety of your normal business hours. If the event that equipment supplied to you on a profit-share basis is not switched on (excluding where the equipment is faulty arising as a result of fair wear and tear) we reserve the right to charge you for any loss in income, we incur as a result.
4. You warrant, represent, and undertake that you have obtained all necessary rights, licences and consents that are needed in respect of the equipment and that you comply with all laws relating to the hosting and operating of the equipment. You will obtain and maintain all necessary insurances including public liability insurance which shall cover the equipment. You agree that you will not use or enter into any other agreement for the use or installation of equipment of the same or similar category as supplied under this agreement at the location. You will ensure that the equipment is used in a safe manner and without risk to health.
5. Unless you have decided to pay via direct debit or standing order, you agree to pay any invoices within 30 days of the invoice date. If you have agreed to cash collections, you agree to allow us access at all reasonable times to undertake the collections and to take our costs and charges. You agree to pay the charges when they fall due including (if applicable) during any period of cancellation. When arriving on site we will provide ID and you will provide us with a private room. All collections, meter readings, VAT and MGD will be recorded on an industry standard docket or our own form and will be countersigned by you. You will be responsible for the payment of VAT and MGD. If a cheque or direct debit is unpaid then we reserve the right to charge a £25 fee. We reserve the right to review our charges annually and increase such in accordance with the RPI together with any other costs to which we are subject. Any other increase in costs such as VAT, VPL and PPL will be passed on to you immediately.
6. We provide a full service and repair function. You agree to inform us immediately of any problems with the equipment (such as damage, theft, or claim). We will be responsible and liable for all faults arising as a result of fair wear and tear and you will be responsible for all other faults. If the equipment is broken into then you will be responsible for any loss of cash and any damage to our equipment.
7. You are not permitted to end this agreement before the end of the minimum term. The minimum term is 12-months from the installation of the last piece of equipment. This agreement will continue for additional periods of 12 months, unless or until terminated by either party giving not less than 6 months notice to the other party. Any such notice not to expire before the end of the minimum term or any additional term as agreed. Any notice given under this agreement may be sent by recorded delivery or emailed to sales@tridentmachines.co.uk. We do not accept notice from 3rd parties.
8. This contract may be terminated immediately by us in the event of (1) any amount requested by us has not been paid (2) a material breach of this agreement by the customer (3) the customer is unable to pay its debts as they fall due (4) the equipment or part of the equipment is not earning a reasonable profit as determined by us (5) force majeure (6) a change of control in the customer (more than 50% of the customer is sold or transferred). A material breach means a breach or anticipatory breach that will have a serious effect on this agreement. Force majeure are acts, events or circumstances beyond the reasonable control of the party claiming it which means that that party is unable to perform this agreement. This contract may be terminated immediately by the customer if (1) we are unable to repair or replace faulty equipment with 28 business days provided the fault is not caused by anything other than the intended use of the equipment or (2) if we commit a material breach of this agreement. In the event of a cessation of business as ordered or recommended by the Government then this agreement may be suspended, and the period of suspension shall be added to the term.
9. Under no circumstances shall we be liable to you, whether in contract, (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect consequential loss arising under or in connection with this agreement. Our total liability to you in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the weekly rental price of the equipment supplied to you.
10. All prices quoted are exclusive of VAT.
11. On termination of this agreement, you shall immediately allow us access to the equipment during your normal business hours to remove it and return all property belonging to us. You shall pay us all money due to us, and we shall pay you all monies due to you.
12. Where ‘payment holiday’ periods have been granted to you due to a cessation of business as ordered or recommended by the Government then your notice period to us will be extended by the same period.
13. Both parties shall keep all confidential information including the terms of this agreement confidential. Neither party shall assign, transfer, mortgage, charge or subcontract its rights and obligations under this agreement without the written consent of the other party. This agreement does not give any rights to and cannot be enforced by a third party.
14. You agree to pay interest at 4% above base rate from the Bank of England on any late payments in accordance with the Late Payments of Commercial Debts (interest) Act 1998. Interest will accrue daily from when payment falls due until the outstanding amount plus the interest is paid. Payments will be considered late 14 days after the due date.
15. This agreement is the entire agreement between us and you. Any previous agreements, promises, representations etc. whether written or oral relating to the equipment are excluded from this agreement (as far as legally possible). If any part of this agreement becomes invalid, illegal, or unenforceable it will be considered as deleted and will not affect the validity or enforceability of this agreement. This agreement is governed by English law.