

1. AGREEMENT FOR EQUIPMENT AND SERVICES

In these terms and conditions of sale, service and hire ("Terms"), Power Logistics Services Ltd shall mean Power Logistics Services or its sub-contractors. These Terms shall apply to all quotations for work supplied by Power Logistics Services Ltd and are conditions upon which Power Logistics Services Ltd are prepared to supply goods and render services. The person, firm or corporation to whom a quotation is supplied or to whom goods and services are supplied is referred to as the "Client" in the Terms. The Client is deemed to accept these Terms when the Client accepts a quotation or makes a request for goods, materials, or equipment ("Equipment") to be sold or hired or makes a request for services to be rendered or installations made or designed and/or erected ("Services"). The Client's terms and conditions (if any) shall, to the extent that they are inconsistent with the terms herewith, be deemed to be waived by the Client.

1.1 All Equipment and Services shall be supplied only on the basis of the Terms. These Terms supersede all previous terms and shall apply both to the present transaction and all further and subsequent dealings between Power Logistics Services Ltd and the Client unless varied by subsequent terms and conditions supplied by Power Logistics Services Ltd.
WARNING: The individual signing or confirming by e-mail any document or placing any order with Power Logistics Services Ltd on behalf of a Client will be and by signing or confirming by e-mail an order to be liable for the costs of Equipment and Services.

1.2 Power Logistics Services Ltd shall use its reasonable endeavors to fulfil its obligations to the Client. It is hereby agreed that:-

- **1.3** If equipment is not installed by Power Logistics Services Ltd, the Client shall be wholly responsible for the installation of equipment sold or hired. Power Logistics Services Ltd does not give any warranty, representation or undertaking that Equipment sold or hired or subsequent installation thereof complies with any local authority electrical or fire regulations and/or other statutory consents or requirements; and
- **1.4** Power Logistics Services Ltd gives no warranty, representation or undertaking as to the suitability of any Equipment sold or hired for subsequent installation in any place, land, building or premises (the "Site"). Power Logistics Services Ltd shall supply the Client with information to enable the Client to suitably prepare the Site for delivery and installation of Equipment and
- **1.5** While Power Logistics Services Ltd shall use its reasonable endeavours to ensure the Equipment sold or hired is in accordance with the Client's specifications, Power Logistics Services Ltd specifically reserves the right to alter any materials used in the sale or hire of Equipment and/or specifications thereof in its sole discretion.

2. CLIENT'S OBLIGATIONS

- **2.1** It is the Client's responsibility and obligation to ensure that any Equipment sold or hired or Services rendered including, if any, the installation thereof, shall be:
- **2.2** Suitable in size and character for the Site; and
- **2.3** That all permissions, consents and approvals shall be obtained by the Client prior to the commencement of any installation.
- **2.4** To enable Power Logistics Services Ltd to carry out its obligations hereunder, the Client shall at its own expense provide Power Logistics Services Ltd, its employees, representatives, agents and anyone acting on Power Logistics Services Ltd behalf including sub-contractors with
- **2.5** Full access to the Site and any other premises required to be accessed. The Client hereby irrevocably gives permission to Power Logistics Services Ltd and its employees, representatives, agents or sub-contractors to execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of Equipment; and
- **2.6** Prior to the commencement of any installation work, all necessary consents and approvals to allow Power Logistics Services Ltd to undertake its obligations hereunder, including obtaining any necessary easements, landlord consents, alteration consents or any other consents relating to the Site; and
- **2.7** While the Services are undertaken, all reasonable assistance, facilities and environmental conditions in order to allow Power Logistics Services Ltd to perform its obligations hereunder at the Site; and
- **2.8** Where Equipment is supplied or Services are undertaken outside of the United Kingdom, notification to Power Logistics Services Ltd of all applicable laws including union requirements that may affect the provision of Equipment and Services hereunder and the cost thereof. Where local employment or labour laws or recognised unions require the use of local sub-contractors or specific wage rates, Power Logistics Services Ltd may invoice the Client for the additional cost of such Sub-contractors.
- **2.9** In respect of any Equipment hired from Power Logistics Services Ltd, Equipment shall remain the property of Power Logistics Services Ltd and the Client shall:
Comply with all instructions Power Logistics Services Ltd may notify to the Client for use of Equipment; and
- **2.10** Not allow Equipment to be repaired or maintained other than by authorized employee, representative, agent or sub-contractor of Power Logistics Services Ltd; and
- **2.11** Keep Equipment in good working order and not damage, add modify or in any way interfere with the performance of Equipment and immediately notify Power Logistics Services Ltd of any fault or suspected fault.
- **2.12** Without limitations to other provisions contained herein, in the event that any hired Equipment is not returned to Power Logistics Services Ltd by the date specified for its return, then the Client shall pay a late return fee equivalent to the hire charge in addition to the rental rate agreed up until such Equipment is returned. In the event that any Equipment hired is not returned within twenty one (21) days after the date due to be returned then, at the election of Power Logistics Services Ltd at any time after such twenty-one (21) day period, Power Logistics Services Ltd shall be entitled to deem such equipment irrecoverable whereupon the Client shall be liable for the replacement cost of the said Equipment at current net replacement value in addition to any accrued hire charges and late return fee.
- **2.13** For so long as any Equipment remains in Power Logistics Services Ltd's legal and/or beneficial ownership or in the physical possession, custody, or control of the Client, the Client shall stand possessed of such Equipment as the bailee for Power Logistics Services Ltd (notwithstanding that such Equipment may be at the Client's risk as hereinbefore provided) and the Client is responsible for Equipment. The Client will be liable to Power Logistics Services Ltd for any loss or damage to Equipment, except where such loss or damage is due to fair wear and tear.
- **2.14** The Client agrees to indemnify Power Logistics Services Ltd against any claim made against Power Logistics Services Ltd concerning the copyright, design right and other intellectual property right in any design supplied by the Client to Power Logistics Services Ltd incurring any such liability of whatever nature, the Client shall indemnify Power Logistics Services Ltd on an indemnity basis including and any such loss and expense incurred by Power Logistics Services Ltd arising thereof

3. PAYMENT

- **3.1** All quotations for Equipment and Services shall be exclusive of VAT, or local sales tax, which shall be payable in addition to all sums quoted, where applicable.
- **3.2** Unless otherwise specifically agreed:
- **3.3** payment for Services shall be made as per the terms stated in our quotation; and
- **3.4** payment for Equipment sold shall be upon acceptance of Power Logistics Services Ltd's quotation; and
- **3.5** Payment for Equipment hired shall be paid on a periodic basis as specified by Power Logistics Services Ltd in the applicable quotation or invoice; and
- **3.6** full and final payment shall be due as per the terms in our quotation. Otherwise, Power Logistics Services Ltd has the right to claim interest for the late payment. The right to claim reasonable debt recovery costs. The right to challenge contractual terms that do not provide a substantial remedy against later payment.
- **3.7** Power Logistics Services Ltd reserves the right to vary prices (whether specifically quoted) to take account of the increases of raw materials, manufacture, transport or wages arising before dispatch.
- **3.8** Interest at the rate of 2% per month compound is payable on invoices from the first day after the last due date for payment has passed. The aforementioned right to charge interest shall not prejudice Power Logistics Services Ltd's rights of recovery of Equipment or Power Logistics Services Ltd's other rights against the Client.
- **3.9** Power Logistics Services Ltd reserves the right to close and trading account for any reason by notice to the Client. If a trading account is closed, any balance (including interest) then outstanding must be discharged within twenty-one (21) days.
- **3.10** The Client shall not be entitled to off-set or withhold any payment to Power Logistics Services Ltd in the event of a dispute between the parties regarding payment of any sums to Power Logistics Services Ltd.
- **3.11** Until Power Logistics Services Ltd has been paid in full for Equipment and Services, the legal and beneficial ownership in Equipment supplied shall remain with Power Logistics Services Ltd except that the risk therein passes to the Client at the point where delivery is made or if earlier the date Power Logistics Services Ltd notifies the Client that Equipment is ready for delivery or collection.
- **3.12** Should any amount due from the Client to Power Logistics Services Ltd in respect of Equipment or Services remain unpaid after the due date for payment has passed then, at the Client's expense, Power Logistics Services Ltd may recover Equipment at any time from the Client if it is in the Client's possession, custody or control and for that purpose Power Logistics Services Ltd and its employees, representatives, agents or sub-contractors shall be entitled to enter unhindered upon the Site or other place where the Equipment happens to be. The Client shall forthwith supply Power Logistics Services Ltd upon request with full details of the whereabouts of the Equipment and such other information as Power Logistics Services Ltd may reasonably and properly require.
- **3.13** In respect of all the Equipment hired and where any amounts due from the Client to Power Logistics Services Ltd in respect of Equipment or Services shall remain unpaid after the due date for payment has passed, if the Client attempts to effect any sale, disposal, charge, lien, mortgage or other encumbrance which confers any rights of the title in or against Equipment in favour of any third party, the Client, shall until all monies whatsoever and howsoever due from the Client have been paid, stand possessed of the proceeds of such sale or disposition or any rights to receive the same as trustee for Power Logistics Services Ltd to apply the same in satisfaction of any monies due from the Client. Without prejudice to any other rights or remedies Power Logistics Services Ltd may have Power Logistics Services Ltd shall have the right to proceed against the Client's own customer to the extent that their own Clients' account with them is unpaid; any warranties, representations, agreements or undertakings given, made or implied by the Client to any third party shall not be binding on Power Logistics Services Ltd and Power Logistics Services Ltd shall be indemnified by the Client in relation thereto.

4. DELIVERY

- **4.1** Where collection or delivery is made or is to be made by installment, any non-delivery or delay of any installment shall not entitle the Client to cancel the remainder of the deliveries or any of them.
- **4.2** Power Logistics Services Ltd shall use its reasonable endeavours to effect any delivery or make equipment available for collection in accordance with pre-arranged times and dates. Any time or date stated by Power Logistics Services Ltd for collection or delivery is given and intended as an estimate only and Power Logistics Services Ltd shall not be liable to make good any damage or loss whether arising directly or indirectly out of any delay or failure in collection or delivery.
- **4.3** It is the Client's responsibility to carefully check the quantity and the type of the equipment sold or hired and any claims or complaints must be made to Power Logistics Services Ltd by notice in writing within fourteen days of receipt of Equipment.
- **4.4** In respect of non-delivery, late delivery or alleged defective Equipment, Power Logistics Services Ltd shall not be liable for any claims for loss of income, machine time or any other consequential loss or damage.
- **4.5** In the event that the Client fails to collect Equipment sold or hired in on the due date for collection or in the event that Power Logistics Services Ltd is unable to deliver the same to the Client then Power Logistics Services shall have the right by notice in writing to require the Client to collect said Equipment within a period of forty-eight (48) hours after having received such notice after which Power Logistics Services Ltd shall be entitled without prejudice to any other right or remedy (including Power Logistics Services Ltd's right to full payment) to sell, dismantle or dispose of the same and re-use the component parts for its own use. Without prejudice to the above Power Logistics Services Ltd shall be entitled to charge a storage fee in respect of all Equipment that is not collected on the due date for collection or which Power Logistics Services Ltd is unable to deliver.
- **4.6** Power Logistics Services Ltd reserves the right to charge collection or delivery fees unless the same is specifically referred to as being included in the quotation.

- **5. TERMINATION**
- **5.1** Without prejudice to any other rights Power Logistics Services Ltd may have against the Client, Power Logistics Services Ltd shall have the right to terminate this Agreement or defer delivery of any Equipment ordered or performance of Services in the event of:
 - **5.3** Any sums due from the Client to Power Logistics Services Ltd being overdue; or
 - **5.4** The Client being in breach of any of these Terms or other agreements made with Power Logistics Services Ltd; or
 - **5.5** The Client attempting to sell, charge, mortgage, dispose of or otherwise deal with any Equipment hired or sold and not paid for; or
 - **5.6** The Client becoming insolvent, or being unable to pay its debts as and when they fall due, or a meeting of its creditors being convened, or any arrangements or composition with or any assignment for the benefit of its creditors being proposed or made, or any receiver, administrator, administrative receiver, liquidator or similar being appointed in respect of all or any of the assets or undertaking of the Client.
- **5.7** Where this Agreement is terminated for any reason, Power Logistics Services Ltd shall be entitled to enter the Site and remove any Equipment hired or sold and not paid for.
- **5.8** Should the Client have a reason to terminate the contract, the full contractual value will remain due to Power Logistics Services Ltd unless the Client and Power Logistics Services Ltd negotiate other terms, which shall be agreed in writing.
- **6. RISK AND INSURANCE**
- **6.1** It is the Client's responsibility to insure all Equipment sold to the Client against all risks. The risk in all Equipment passes to the Client at the point where delivery begins or if earlier the date when Power Logistics Services Ltd notifies the Client that Equipment is ready for delivery or collection. Power Logistics Services Ltd shall not be responsible for any loss or damage caused in transit.
- **6.2** It is the Client's responsibility to insure all Equipment hired or provided as part of our service against all risks to the value given by Power Logistics Services Ltd to the Client at quotation stage. The Equipment must be fully insured from the commencement date of the project to the last day on site. The arrival date on site of equipment and/or representations of Power Logistics Services Ltd as agreed by the Client will be acceptance by the Client that insurance responsibility has passed to them.
- **6.3** Without prejudice to the generality of the forgoing, the Client is responsible for all public liability arising out of or in connection with the use of the Equipment sold or hired by Power Logistics Services Ltd and it is the Client's obligation to effect the appropriate insurance to indemnify Power Logistics Services Ltd in connection therewith. Power Logistics Services Ltd recommend that insurance be effected with an insurance office of repute in the sum of ten million pounds or for the value of any Equipment together with a suitable contingency.
- **6.4** Where Power Logistics Services Ltd accepts into its possessions or custody whether or not pursuant to any agreements any materials, equipment or legal property of any description (hereinafter referred to as "property") and/or where Power Logistics Services Ltd gives possession or custody of such property or any part thereof to an employee, representative, agent or sub-contractor of Power Logistics Services Ltd and where such property or any part thereof is lost, stolen damaged or destroyed, the liability for such loss, theft, damage or destruction whether the same be accidental or be caused or contributed to by the negligent breach of contract or breach of duty by Power Logistics Services Ltd, its employees, representatives, agents or sub-contractors, shall be limited to the payment by Power Logistics Services Ltd of the value of such property or one hundred pounds whichever sum be the lesser unless Power Logistics Services Ltd prior to acceptance shall have agreed in writing that a particular sum be payable in the event of any such loss, theft, damage or destruction.
- **6.5** Power Logistics Services Ltd will work with the Client to ensure all equipment provided by Power Logistics Services Ltd is kept onsite. Any equipment stolen from site will be made clear to the client within 7 calendar days of leaving site by e-mail. This will be invoiced and payment required within the agreed period for the full new replacement value.
- **7. EXCLUSION AND LIMITATION OF LIABILITY**
- **7.1** Nothing hereunder shall exclude or limit liability for death or personal injury resulting from negligence of either party.
- **7.2** Neither party shall be liable in contract or tort (other than fraudulent misrepresentation) arising out of or in connection with this Agreement for:
 - **7.3** Any economic losses (including, without limitation, loss of revenues, profits, contracts or business); or
 - **7.4** Any special, indirect or consequential losses or any destruction of data, arising out of or in connection with the provisions of these Terms.
- **7.5** Subject to clauses 7.1 and 7.2, Power Logistics Services Ltd's liability to the Client arising out of or in connection with this Agreement or the performance or observation of its obligations hereunder shall be limited in aggregate to the charges paid by the Client hereunder.
- **8. COMPLAINTS**
- **8.1** If the Client is not satisfied with any aspect of Equipment or Services, the Client should notify an employee of Power Logistics Services Ltd. If such employee fails to deal with the complaint to the satisfaction of the Client within a reasonable time, the Client should notify a director of Power Logistics Services Ltd.
- **9. STANDARDS AND REGULATIONS**
- **9.1** All Equipment and Services are provided in accordance with the Institute of Electrical Engineers Wiring Regulations (BS 7671), Code of practice for temporary electrical systems for entertainment and related purposes (BS7909) and, applicable, where in accordance with The Electrical Equipment (Safety) Regulations 2016.
- **10. MISCELLANEOUS**
- **10.1** Power Logistics Services Ltd shall be entitled to assign, license or sub-contract to a third party any provision of any equipment or Services that Power Logistics Services Ltd agrees to perform for the Client. All the client's obligations to Power Logistics Services Ltd hereunder shall remain due to Power Logistics Services Ltd and where directly to a third party.
- **10.2** If any intellectual property rights arise out of any design or an installation sold or hired to the Client, Power Logistics Services Ltd retains all such rights. Power Logistics Services Ltd licenses such rights to the Client on a non-exclusive basis for the period of any hire and in respect of installations sold, in perpetuity.
- **10.3** Power Logistics Services Ltd shall not be responsible for any failure or inability to supply Equipment or Services in the event that due performance is impracticable due to act of God, war, terrorist attack, civil commotion, riot, strikes, lockouts, fire, drought, flood, destruction or damage to premises plant or machinery, explosion, shortage, failure of fuel materials or transportation, acts of Governments, Local or Public Authorities or other causes beyond Power Logistics Services Ltd's control or owing to the inability to produce materials or equipment except at enhanced prices due to any of the aforesaid or any other cause.
- **10.4** No Forbearance or indulgence by Power Logistics Services Ltd shown or granted to the Client whether in respect of these Terms or otherwise is to be regarded as a waiver of any of these Terms and shall in any way affect or prejudice Power Logistics Services Ltd's rights against the Client. No waiver, variation or amendment to these Terms shall be valid unless made by a notice in writing and signed by a Director of Power Logistics Services Ltd and the Client and shall only apply to the particular order in respect of which the waiver, variation or amendment was made.
- **10.5** Power Logistics Services Ltd and the Client each agree to comply with their respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Client) such registrations and consents as the Client should obtain and maintain to enable Power Logistics Services Ltd to process personal data in connection with the performance by Power Logistics Services Ltd of its obligations hereunder.
- **10.6** No person who is not a party to this Agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to reply upon or enforce any term of this Agreement.
- **10.7** The parties shall keep in confidence any information (whether written or oral) of a confidential nature obtained under or in connection with this Agreement and will not without the written consent of the other party disclose that information to any person (other than their employees, representatives, agents, sub-contractors or professional advisers).
- **10.8** Power Logistics Services Ltd reserves the right to publish images of events which they have been part of.
- **10.9** Notices between the parties shall be in writing and may be sent by hand, by post or by e-mail to the other's address herein set out or such other address within the United Kingdom as the parties may respectively notify each other.
- **10.10** These Terms shall constitute the entire agreement between the parties (unless the parties have agreed a variation in writing) and supersedes and cancels all (if any) prior agreements, arrangement and negotiations between the parties in respect thereof. Each party acknowledges and agrees that it has not relied on and shall have no right of action in respect of any representation, warranty or undertaking in relation to its subject matter save as expressly set out in these Terms.
- **10.11** The Client shall execute such deeds and documents and take such steps as Power Logistics Services Ltd may reasonably require to allow Power Logistics Services Ltd to exercise its rights and perform its obligations hereunder and to enable Power Logistics Services Ltd to exercise its rights to perform its obligations hereunder and to enable Power Logistics Services Ltd to take such steps as may be necessary to enforce and protect such rights.
- **10.12** If any part of these Terms shall be deemed to be invalid or unenforceable it shall not affect the validity of the balance of the Terms.
- **10.13** These Terms shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- **11. Personal Data and Data**
- **11.1** Power Logistics Services Ltd has reported the processing of personal data, traffic data and location data to General Data Protection Regulation (GDPR) Power Logistics Services Ltd processes data within the framework of the applicable laws and regulations regarding the protection of privacy, in particular the Personal Data Protection Act, in a manner and for purposes as further described in the most recent version of the privacy statement as included on the website [Privacy Policy - Power Logistics](#)
- **11.2** Power Logistics Services Ltd processes data for the following purposes: invoicing, debtor administration, order processing, complaint handling and dispute resolution. Personal data, including traffic data, may also be processed for market research and sales activities related to the services of Power Logistics Services Ltd or the provision of value-added services.
- **11.3** Power Logistics Services Ltd may provide personal data and traffic data of the client and its drivers to third parties for the purpose of making an assessment of creditworthiness.
- **11.4** In the context of the collection of claims against the customer, Power Logistics Services Ltd Power Logistics Services Ltd is entitled to engage a third party. When engaging this third party, or when Power Logistics Services Ltd's claim is transferred to the customer, Power Logistics Services Ltd is entitled to provide the customer's known data to the third party.
- **12. Confidentiality**
- **12.1** Technical, commercial, economic and other information and data relating to the activities of Power Logistics Services Ltd, including its formulas, product specifications, services, plans, programs, processes, products, costs, activities and customers, which are involved in the performance of the Agreement to the attention of the Buyer, or affiliated companies, or its appointees or employees, will be treated as confidential property of Power Logistics Services Ltd and shall not be used by the Client without the prior written consent of the Power Logistics Services Ltd used other than for the benefit of the Power Logistics Services Ltd for the performance of the Agreement; and will not be disclosed to others, including government agencies or other governments during or after the duration of the agreement. Information provided by Power Logistics Services Ltd to the Client in writing or by means of other tangible media will be returned to Power Logistics Services Ltd or at their first request or upon termination of the Agreement.