

Customer name
Storrington & Sullington Parish

Project name
**Changing Rooms - JAN
26**

Contact Name
Peter Meadows

Quotation no.
220238081

Date
03.02.2026

Portakabin Contact
Jane Leung
01342 833 630



Your requirement



Your needs

- High quality additional space for use as a Changing Room



How we will meet your needs

- Deliver a high quality space for use as a Changing Room on time and to your agreed budget

Building & specification overview



Your building comes as standard with the following items

- Windows Door(s) 13amp Sockets Lighting Heating Vinyl Flooring Lockable Door



Your proposal also comes with the following bespoke items

- Obscure Film to Windows Benching with coat hooks above

Financial Summary: Hire



Hire of 2 x Portakabin Ltd. PK161 Pacemaker Building

The minimum hire period
WEEKLY HIRE RATE

	52 Weeks	156 Weeks	One Off Costs
Buildings Price	176.00	80.00	
Loose Furniture	28.00	15.00	
Est. Delivery & Skating of Buildings			1,300.00
Overall weekly hire rate	204.00	95.00	
Total one off charges			1,300.00
Projected contract value for 52 weeks			11,908.00
Projected contract value for 156 weeks			16,120.00

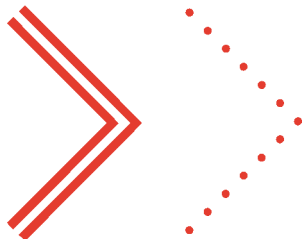
Please note: Price is valid for 30 days from date of issue.

All prices are subject to site visit. All prices are exclusive of VAT. Portakabin Terms and Conditions of Hire apply to the exclusion of any other terms and conditions. Detailed specification and Portakabin Terms and Conditions of Hire are provided at the end of this quotation

We are obliged to make you aware that although this is a temporary hire building, the project may be subject to Part L of the building regulations. At this stage, Portakabin have not made any specific allowance to comply with Part L (which may be required following building control inspections) over and above the specification provided in this proposal. We would work with you to minimise any ramifications that Part L compliance brings once we have commitment to order and can allocate the modules to the project.

Your next steps...

- Discuss the proposal with your stakeholders/directors and feedback to Portakabin Ltd.



Our process

1

Confirm order

Raise written order referencing our quotation number and complete our customer details confirmation form.

2

Design freeze

At order confirmation specification is finalised and design signed off. The programme can then be confirmed and building(s) reserved. Your designated Project Manager will be assigned and will take care of your project from there.

3

Sign contract

A Hire Contract will be provided for signing along with an insurance value for you to arrange the necessary cover.

4

Ongoing project support

We will assist with further advice and information regarding planning permission, building control applications and any site specific requirements.

5

Project meetings

For more complex projects, we recommend a pre-start meeting on site and regular progress meetings between relevant parties.

6

Project completion

A personal handover of your building can be provided, where necessary systems training as well as handy hints on how to get the best from your building(s) will be discussed.

7

Customer care

Portakabin Limited's service continues throughout your hire, with automatic inclusion into our Customer Care Programme.



The Portakabin difference



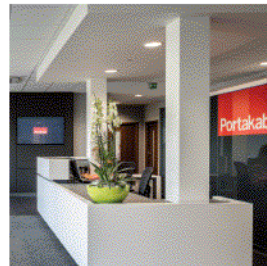
Unique, fully backed-up,
on time and on budget
delivery promise.



Up to
5 year product warranty
30 year structural warranty
60 year design life.



One-stop-shop – planning
applications, groundworks,
in-house project
management, architects
and aftersales.



Our customers say
it's our people who
make the real difference.



Dun and Bradstreet
financial rating of 1
Minimum risk to you.



Total quality control.
3 dedicated factories
across Europe.
ISO certification for quality,
environment and safety.



Portakabin capabilities and possibilities



**Any building you want,
delivered on time and on budget**

We've travelled a long way since 1961 and so have our buildings. Today, hiring a precision engineered Portakabin building is as easy as a phone call and buying a landmark modular building is up to 70% faster than building a conventional one. Operating in 10 countries, employing more than 1,750 people Portakabin innovates, develops and delivers exceptional buildings, solving space problems and opening up possibilities for a huge variety of organisations, large and small.

With almost 100 locations we're near to you

BELGIUM

Portakabin Ltd
Avenue de l'Industrie 16, 1420
Braine-l'Alleud

ENGLAND

Portakabin Ltd
Yorke House, New Lane,
Huntington, York,
YO32 9PT

FRANCE

Portakabin SAS
Zone Industrielle Lille-Templmars
8 Rue de l'Epinoy, BP 50020, 59637
Templmars

GERMANY

Portakabin Mobilraum GmbH
Zum Flugplatz 1, 73566
Bartholomä

LUXEMBOURG

Portakabin Ltd
2 Rue Kalchesbruck,
1852

NETHERLANDS

Portakabin BV
Leeghwaterstraat 85, 3364
AE, Sliedrecht

NORTHERN IRELAND

Portakabin (Ireland) Ltd
Dunmurry Industrial Estate,
The Cutts, Dunmurry,
Belfast,
BT17 9HU

REPUBLIC OF IRELAND

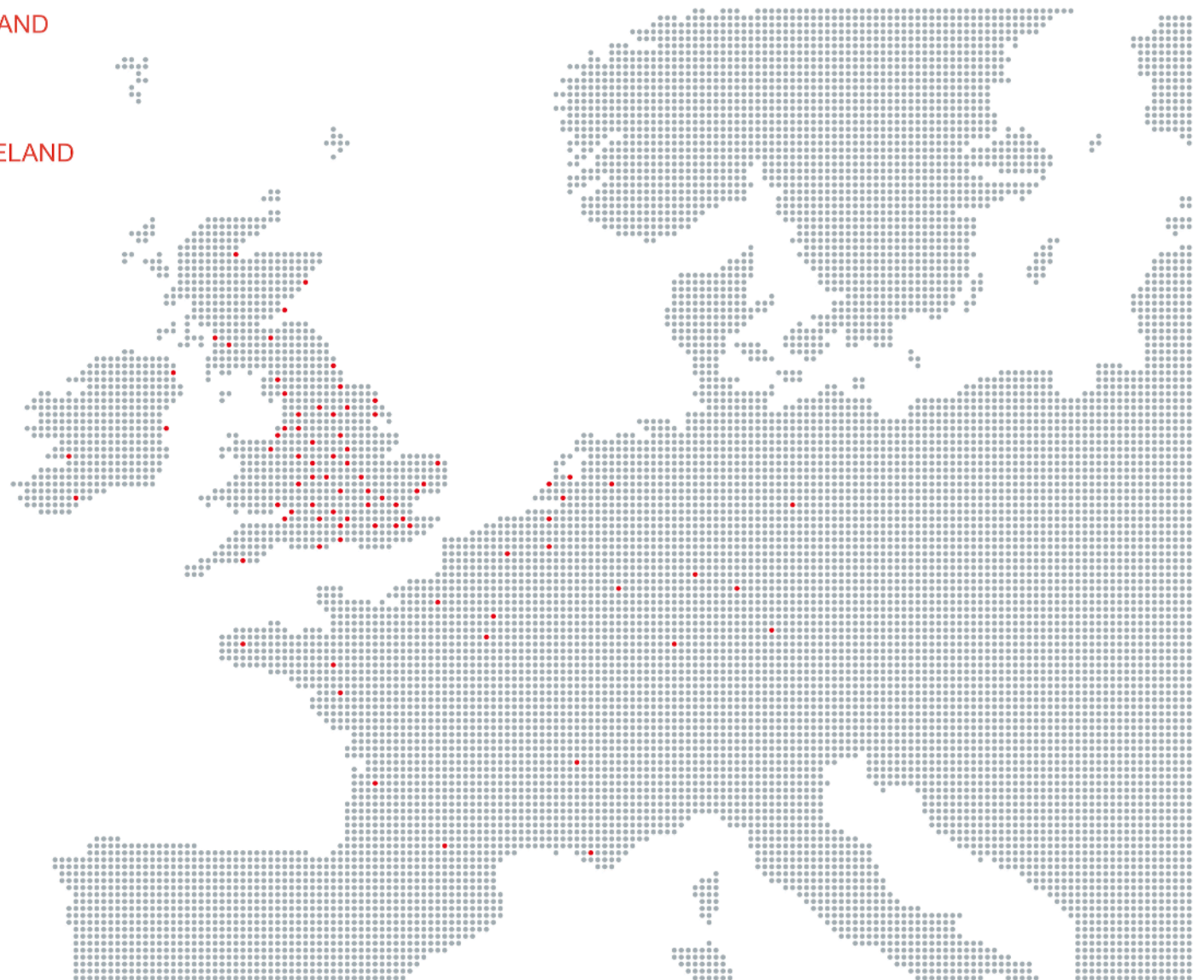
Portakabin (Ireland) Ltd
Roseville Business Park,
Turvey Avenue,
Donabate, Co Dublin,
K36 K759

SCOTLAND

Portakabin (Scotland) Ltd
Whistleberry Road,
Hamilton,
ML3 0EJ

WALES

Portakabin Ltd
Coaster Place,
Cardiff,
CF10 4XZ



Building specification

Hire of 2 x Portakabin Ltd. PK161 Pacemaker Building

Portakabin Pacemaker Building

Changing Room 1

External Length	5.08 m
External Width	2.90 m
Ceiling Height	2.3 m
Floor Area	12.46 m2

External Doors

Fully insulated, steel faced doors in aluminium frame as standard for added security with mortice cylinder lock.

2 x 926mm wide inward opening external door with lock

Windows

Rounded cornered aluminium frame, single glazed.

3 x 800 x 900mm single glazed window

3 x Obscure film to window

Partitioning & Internal Doors

High quality vinyl faced steel stud partitioning system. Optional half hour fire rating and acoustic upgrades are available. Lockable solid-core internal doors and frames in light oak finish. Optional half hour upgrade and vision panels available.

3 m Partition

Electrical

All items are installed and tested in accordance with the latest edition of the IET Wiring Regulations BS7671.

2 x Fluorescent light fitting

Building specification

Hire of 2 x Portakabin Ltd. PK161 Pacemaker Building

- 2 x 13amp double socket
- 2 x 1 way light switch
- 2 x High level 2kw electric fan heater

Special Items

- 1 x Move 1nr std socket
- 1 x Remove 1nr std heater

Loose Furniture

Robust, contemporary, high quality furniture range finished. Free space planning service ensures the most intelligent use of building interior. All fully installed on site.

8 x Single bench with hooks (1500mm) - Freestanding

Building specification

Hire of 2 x Portakabin Ltd. PK161 Pacemaker Building

Portakabin Pacemaker Building

Changing Room 2

External Length	5.08 m
External Width	2.90 m
Ceiling Height	2.3 m
Floor Area	12.46 m2

External Doors

Fully insulated, steel faced doors in aluminium frame as standard for added security with mortice cylinder lock.

2 x 926mm wide inward opening external door with lock

Windows

Rounded cornered aluminium frame, single glazed.

3 x 800 x 900mm single glazed window

3 x Obscure film to window

Partitioning & Internal Doors

High quality vinyl faced steel stud partitioning system. Optional half hour fire rating and acoustic upgrades are available. Lockable solid-core internal doors and frames in light oak finish. Optional half hour upgrade and vision panels available.

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Special Items

1 x Remove 1nr std heater

Est. Delivery & Skating of Buildings

Terms and Conditions

PORTAKABIN LIMITED - TERMS AND CONDITIONS OF HIRE 2026

1 Definitions and Interpretation

- 1.1 In these Terms and Conditions of Hire, unless the context otherwise requires, the following terms will have the meanings set out opposite them below:

"Additional Services"	means the additional services (if any) to be performed by Portakabin prior to or during the Hire Period in association with the supply of the Hire Products and/or provision of the Professional Services, the Installation Services, the Removal Services and/or the Reinstatement Services in each case as set out in the Hire Contract, or as otherwise agreed in writing between the parties in accordance with Condition 9.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks are generally open for business in England.
"Cancellation Charges"	means all monies payable by the Hirer to Portakabin in accordance with Condition 4.10, 4.11, 13.1 or 13.2 and Condition 11.
"Contract Charges"	means the Hire Charges, the Installation Charge, the Damage Charges, the Removal Charges, the Reinstatement Charges and/or the Cancellation Charges (as applicable).
"Damage Charges"	means the charges payable by the Hirer in respect of (a) repairing, securing, refurbishing and/or replacing the Hire Products (including any costs associated with the removal and re-installation of the Hire Products and any costs arising from the non-return of keys for the Hire Products); (b) cleaning the Hire Products upon termination or expiry of the Hire Period; and/or (c) removing and disposing of fixtures and fittings left in the Hire Products upon termination or expiry of the Hire Period in accordance with Condition 6.4, 6.6, 8.1, 8.2, 8.3, 8.4 and/or 15.4 and Condition 11 in each case as set out in the damage report prepared by Portakabin in accordance with Condition 8.5.
"Damage Waiver"	means the agreement under which certain Damage Charges in respect of Hire Products may be waived by Portakabin in accordance with Condition 8.6.
"Defect"	means any failure of the Hire Products to meet the warranties set out in Condition 15.1(b) and/or the Services to meet the warranties set out in Condition 15.1(a).
"Force Majeure Event"	means any event or events beyond the reasonable contemplation or control of the party suffering the event, including acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, malicious damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary approval, licence or consent; road closures or non-availability of suitable delivery/collection escort providers; fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party suffering the event).
"Good Industry Practice"	means the exercise of that degree of skill, quality, care, diligence, prudence, efficiency, foresight and timeliness which would reasonably be expected from skilled, professional and experienced persons working for a business in that sector.
"Handover"	means the acceptance of the Hire Products and Installation Services by the Hirer in accordance with Condition 4.3.
"Hire Charges"	means the charges payable by the Hirer for the hire of the Hire Products, the Damage Waiver (if applicable) and the provision of the Professional Services and Installation Services (unless a separate Installation Charge applies, as set out in the Hire Contract Front Sheet) in accordance with Condition 11 and set out in the Hire Contract Front Sheet (as may be adjusted in accordance with Condition 9, 11.4, 11.5 and/or 11.8).
"Hire Contract"	means the written contract for the supply of Hire Products and/or Services issued by Portakabin, incorporating the Quotation, the Hire Contract Front Sheet, the Specification and these Terms and Conditions of Hire and any other written terms expressly incorporated by reference by Portakabin (in each case, as may be amended from time to time in accordance with Condition 9 and/or 23.6).
"Hire Contract Front Sheet"	means the front sheet of the Hire Contract which is issued by Portakabin following the Hirer's offer to engage Portakabin pursuant to Condition 2.2.

"Hire Period"	means the period of hire as set out in Condition 4.1.
"Hire Product(s)"	means the modular building(s), all internal and external fittings relating to the modular building(s) (including air conditioning, alarms, internal and external furniture) and all other physical items detailed in the Hire Contract and hired by the Hirer from Portakabin.
"Hire Site"	means the site(s) at which the Hire Products are to be installed, as set out in the Hire Contract Front Sheet.
"Hire Termination Date"	means the date of termination of the Hire Period as set out in a Hire Termination Notice.
"Hire Termination Notice"	means a notice of termination of the hire of the Hire Products issued by the Hirer in accordance with Condition 4.9.
"Hirer"	means the entity details of which are set out in the Hire Contract Front Sheet and shall include its successors, assignees and personal representatives.
"Hirer Default"	has the meaning set out in Condition 10.
"Installation Charge"	if applicable, means the separate charge payable by the Hirer for the provision of the Installation Services in accordance with Condition 11 and set out in the Hire Contract Front Sheet.
"Installation Services"	means the services to be performed by Portakabin relating to the delivery and installation of the Hire Products at the Hire Site (including any attempted delivery and/or installation which is unsuccessful due to Hirer Default), including any Works and associated construction services, connection and/or disconnection of services, services relating to transportation and delivery of the Hire Products (including road transport, closure of roads, lifting, removal of obstacles and obtaining local authority consents and permits), external landscaping, craneage services, administration services and any other installation services specified in the Hire Contract.
"Intellectual Property Rights"	means patents, rights to inventions, copyright, trade marks, business names and domain names, rights in get-up, goodwill and rights to sue for passing off, rights in designs, database rights, rights in confidential information, know-how and trade secrets and all other intellectual property rights, whether registered or unregistered and including all registrations, applications and rights to apply for or protect such rights, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights subsisting now or in the future in any part of the world.
"Minimum Hire Period"	means the minimum hire period of the Hire Products stated on the Hire Contract Front Sheet and beginning on the commencement of the Hire Period.
"Modular Building"	has the meaning given to it in Condition 4.3(b).
"Portakabin"	means Portakabin Limited of Yorkon House, New Lane, Huntington, York England, YO32 9PT (Company Registration Number: 00685303).
"Portakabin Group"	means Portakabin and each company which is a subsidiary or holding company of Portakabin or is a subsidiary of such holding company (in each case for the time being).
"Practical Completion Certificate"	means (where applicable) the certificate issued by Portakabin confirming that the Hire Products and Installation Services have been accepted by the Hirer and that Handover has occurred.
"Professional Services"	means the services (if any) to be performed by Portakabin relating to building design, surveys of the Hire Site and/or planning applications, building regulations, local authority consents and any other approvals or permits required for the installation and/or use of the Hire Products at the Hire Site in each case as set out in the Hire Contract.
"Quotation"	means the written quotation issued by Portakabin, concerning the hire of the Hire Products and/or supply of the Services (as amended and/or updated from time to time by Portakabin, whether by a Variation or otherwise), including any covering letter and drawings contained or referred therein, subject to these Terms and Conditions of Hire.
"Re-Contracted Hire Period"	means an additional contracted minimum hire period for the Hire Products agreed between the parties in accordance with Condition 4.8.

"Relevant Event"	means (a) any requirement to make any amendments to the Specification, the Hire Products and/or the provision of the Installation Services in order to obtain any consents, permissions and/or approvals needed for the delivery, installation and use of the Hire Products at the Hire Site and/or the provision of the Services at the Hire Site; (b) any adverse physical conditions (including sub-surface conditions), artificial obstructions or other conditions of, or affecting, the delivery of the Hire Products and/or performance of the Installation Services at the Hire Site; (c) any adverse weather conditions (actual or forecasted), including inability to operate a crane on the Hire Site or at a relevant Portakabin premises where craneage would be outside of acceptable tolerances, as determined by the crane operator or as stated in the crane lift plan and/or RAMS; (d) the imposition by the Hirer of any obligations or restrictions in regard to (i) access to the Hire Site or use of any specific parts of the Hire Site; (ii) limitations on working space; (iii) limitations on working hours; or (i) any requirement to provide the Services outside Working Hours; (e) any attempted delivery of the Hire Products or performance of the Installation Services (including haulier waiting time or craneage costs) which is unsuccessful due to Hirer Default; (f) any request by the Hirer to delay or defer delivery of the Hire Products or performance of the Installation Services (including haulier waiting time, craneage costs and costs relating to the storage, transportation or insurance of the Hire Products); (g) any attempted collection of the Hire Products or performance of the Removal Services (including haulier waiting time or craneage costs) which is unsuccessful due to Hirer Default; (h) any request by the Hirer to delay or defer collection of the Hire Products or performance of the Removal Services (including haulier waiting time, craneage costs and costs relating to the storage, transportation or insurance of the Hire Products); (i) any delay to the Scheduled Hire Period Commencement Date as a result of Hirer Default; (j) the acts or omissions of utilities suppliers, local government authorities or any third parties which the Hirer is responsible for; (k) planning issues, errors or conditions beyond the reasonable control of Portakabin; (l) Portakabin suspending its obligations under the Hire Contract under Condition 10.1(a) or 11.2; and/or (m) any other matters beyond the reasonable control of Portakabin.
"Reinstatement Charges"	means the charges payable by the Hirer for the Reinstatement Services in accordance with Condition 7 and 11.
"Reinstatement Services"	means the services (including external landscaping) associated with reinstating the Hire Site to an agreed condition as set out in the Hire Contract, or as otherwise agreed in writing between the parties in accordance with Condition 7 and 9.
"Removal Charges"	means the charges payable by the Hirer for the Removal Services in accordance with Condition 7 and 11.
"Removal Services"	means the services to be performed by Portakabin relating to the deinstallation and removal of the Hire Products at the Hire Site (including any attempted deinstallation and/or removal which is unsuccessful due to Hirer Default), including connection and/or disconnection of services, services relating to transportation and removal of the Hire Products (including road transport, closure of roads, lifting, removal of obstacles and obtaining local authority consents and permits), craneage services, administration services and any other deinstallation services specified in the Hire Contract.
"Risk Period"	has the meaning given to it in Condition 14.1.
"Scheduled Hire Period Commencement Date"	means the agreed target date on which the Hire Period is due to commence as set out in the Hire Contract Front Sheet (as may be adjusted in accordance with Condition 9 or 19).
"Services"	means the Professional Services, the Installation Services, the Removal Services, the Reinstatement Services and/or the Additional Services (as applicable).
"SMB"	has the meaning given to it in Condition 4.3(a).
"Specification"	means the specification for the Hire Products and Services as set out in the Hire Contract.
"Variation"	means any change to the Scheduled Hire Period Commencement Date, the Works, the Hire Products, the Specification, the Services (including provision of Additional Services) and/or the project timetable.
"Working Hours"	means the hours 8:00 am to 5:00 pm GMT on a Business Day.
"Works"	means works carried out at the Hire Site, including but not limited to ground and/or civil works, which Portakabin has agreed to provide as part of the Installation Services (if any), as more particularly described in the Hire Contract.

Terms and Conditions

- 1.2 In these Terms and Conditions of Hire, unless the context otherwise requires:
- (a) references to the singular include the plural and vice versa;
 - (b) references to Conditions are to conditions of, and the schedule to, these Terms and Conditions of Hire;
 - (c) headings to Conditions are inserted for convenience only and will not affect the construction or interpretation of these Terms and Conditions of Hire;
 - (d) reference to any statute, statutory instrument or regulation will be construed as a reference to the statute, statutory instrument or regulation as amended or re-enacted after the date of the Hire Contract and such reference includes any subordinate legislation made under that statute, statutory instrument or regulation, as amended or re-enacted;
 - (e) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words or phrases introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
 - (f) the expressions "subsidiary" and "holding company" will have the meanings given in section 1159 Companies Act 2006, and will include parent and subsidiary undertakings as defined in section 1162 Companies Act 2006;
 - (g) if and to the extent of any inconsistency or conflict between any of the contents and/or documents attached or otherwise incorporated into the Hire Contract, the order of priority for the purposes of construction, is in descending order:
 - (i) the Variations (and any other written terms issued by Portakabin which are intended to take effect as terms of the Contract (including updates to the Quotation));
 - (ii) the Hire Contract Front Sheet;
 - (iii) the Quotation; and
 - (iv) these Terms and Conditions of Hire.
- 2 The Hire Contract Terms
- 2.1 The Quotation will not constitute an offer by Portakabin and will be considered an invitation to treat only. Unless otherwise agreed in writing by Portakabin, the Quotation is only valid for thirty (30) days from its date of issue. The Quotation may be withdrawn or amended by Portakabin, without liability, at any time before acceptance by the Hirer.
- 2.2 The Hirer's acceptance of the Quotation and other written terms issued by Portakabin (if any) may be evidenced by the issue of an order, which will constitute an offer by the Hirer to engage Portakabin to provide the Hire Products and/or the Services, subject to these Terms and Conditions of Hire. Upon receipt of the Hirer's offer Portakabin may, at its sole option, accept the order subject to these Terms and Conditions of Hire, and issue the Hire Contract Front Sheet, at which point the contract between the parties will come into existence and become binding upon them. Unless specifically referred to by Portakabin as a new order or amended order, any rejection of the Hirer's order (including any communication that may accompany such rejection) shall not constitute a counter-offer capable of acceptance by the Hirer.
- 2.3 These Terms and Conditions of Hire will be incorporated in and form part of any and all Hire Contracts to the exclusion of any other terms, including any terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless otherwise agreed in writing by Portakabin. In particular, no terms or conditions endorsed on, delivered with, or contained in the Hirer's purchase conditions, order, confirmation of order, specification or other document will form part of the Hire Contract, except to the extent that Portakabin explicitly agrees to this in writing.
- 2.4 The Hirer warrants the accuracy, sufficiency and completeness of all documents, instructions, information or other data (including survey data and data relating to the condition of the Site or any adjoining property or any services in, or under, the site) provided to Portakabin in connection with the Hire Contract, and understands and agrees that Portakabin will be entitled to rely upon the accuracy, sufficiency and completeness of any such documents, instructions, information or other data provided by or on behalf of the Hirer in connection with the Hire Contract. Portakabin shall not be liable for any losses suffered by the Hirer or failure to provide the Hire Products and/or Services as a result of the Hirer's breach of this warranty.
- 2.5 Any samples, indicative drawings, descriptive matter or advertising issued by Portakabin and any descriptions, illustrations or descriptions of the Hire Products and/or Services contained in catalogues, brochures, other marketing materials, websites or mobile commerce sites are issued or published for the sole purpose of giving an approximate idea of the goods and services described in them. Such material will not form part of the Hire Contract or have any contractual force.
- 2.6 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Hire Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 3 Delivery and Installation
- 3.1 Portakabin will perform the Professional Services where specified in the Hire Contract Front Sheet or otherwise agreed in writing between the parties that such services will perform part of the scope of work to be performed by Portakabin.
- 3.2 Portakabin will deliver the Hire Products to and perform the Installation Services at the Hire Site.
- 3.3 Unless otherwise agreed in writing between the parties, the Hirer will:
- (a) prepare the Hire Site to the satisfaction of Portakabin prior to the mutually agreed delivery date;
 - (b) provide reasonable support and assistance to Portakabin in connection with the delivery of the Hire Products and performance of the Installation Services (including providing access to the Hire Site as otherwise reasonably requested by Portakabin) and in accordance with the project programme proposed by Portakabin, or as otherwise reasonably requested by Portakabin; and
 - (c) provide Portakabin with all reasonable assistance and delivery instructions that are relevant to the delivery of the Hire Products and performance of the Installation Services, including:
 - (i) providing safe and adequate access from the public highway to the Hire Site for all staff and vehicles required to complete delivery of the Hire Products and/or performance of the Installation Services; (ii) providing adequate hard standing for vehicles and a crane alongside the area where the Hire Products are to be delivered and installed; (iii) providing appropriate temporary water and power supplies adjacent to where the Hire Products are to be delivered and installed; (iv) providing assistance with connection to utilities; and (v) ensuring that the Hire Site has an appropriate level hard standing surface suitable for the Hire Products and suitable foundations are provided to support the Hire Products (with the Hirer taking due consideration of the loading requirements of the Hire Products and the ground conditions of the Hire Site).
- 3.4 Save to the extent that Portakabin is appointed as principal contractor (as set out in the Quotation or in any other written terms issued by Portakabin), the Hirer acknowledges that the Hirer is responsible for compliance with all applicable laws relating to health and safety which concern the Hire Site, and for maintaining the Hire Site as a safe environment for any Portakabin employees, sub-contractors and/or agents who are in attendance at the Site, and for ensuring their safety on the Site. The Hirer will indemnify, keep indemnified and hold harmless Portakabin against any loss suffered by Portakabin all actions, proceedings, costs, claims and demands brought or made against or incurred by any person, firm or company (including Portakabin) arising out of or connected with the Hirer's provision of a safe environment at the Hire Site and compliance with all applicable laws relating to health and safety.
- 4 Handover and Hire Period
- 4.1 The Hire Period commences on Handover and continues, unless terminated earlier in accordance with Condition 12, 15.5(f) or 19.3, until the Hire Termination Date.
- 4.2 Portakabin will use its reasonable endeavours to achieve Handover on or before the Scheduled Hire Period Commencement Date, but time is not of the essence in respect of the delivery of the Hire Products, the provision of the Installation Services or the achievement of Handover.
- 4.3 The Hire Products and Installation Services will be deemed to be accepted, and Handover will be deemed to have occurred:
- (a) if the Hire Products are a single or linked pre-fabricated stand-alone cabin(s) ("SMB(s)") on the later of the delivery of the Hire Products to the Hire Site or the date on which Portakabin confirms that all Installation Services (if any) have been completed;
 - (b) if the Hire Products are modular buildings comprising of individual modules assembled into buildings ("Modular Building") on the earlier of the Hire Products being made available by Portakabin for occupation or signature by the Hirer of the Practical Completion Certificate; and
- (c) if any Defect reported in accordance with Condition 15.2 means that the Hire Products are unfit for beneficial occupation by the Hirer, when such Defect has been remedied.
- (but for the avoidance of doubt, Handover will not be prevented from occurring as a result of snagging or other items which do not mean that the Hire Products are unfit for beneficial occupation by the Hirer (as determined by Portakabin acting reasonably)).
- 4.4 If Handover does not occur on or before the Scheduled Hire Period Commencement Date the Hirer will, as its sole and exclusive remedy and subject to Conditions 4.2, 4.5 and 4.6 be entitled to one week's free hire of the Hire Products for each complete Business Day after the Scheduled Hire Period Commencement Date Handover occurs, up to a maximum of four (4) Business Days (and for these purposes "free hire" means that the Hire Charges will not be payable in respect of the free hire period). Portakabin and the Hirer agree that the remedy set out in this Condition 4.4 is fair and reasonable in all the circumstances and represent a genuine pre-estimate of the likely losses that the Hirer is likely to suffer as a result of the delay to the date Handover takes place, will not impose a detriment on Portakabin which is disproportionate to the legitimate interests of the Hirer and are without prejudice to the obligations of Portakabin under the Contract if it is reasonably able to do so.
- 4.5 The remedy set out in Condition 4.4 is only available to the Hirer if: (i) the Minimum Hire Period exceeds five (5) weeks; (ii) the Hirer has returned a signed copy of the Hire Contract Front Sheet to Portakabin in advance of the delivery of the Hire Products to the Hire Site; and (iii) the Hirer informs Portakabin in writing of its intent to claim free hire pursuant to Condition 4.4 within one week of the Scheduled Hire Period Commencement Date.
- 4.6 The Hirer understands and accepts that: (i) Portakabin may, at any time and at its sole option, withdraw or amend the terms of the free hire offer set out in Condition 4.4; and (ii) any claim made by the Hirer pursuant to Condition 4.5 will represent the Hirer's sole and exclusive remedy in respect of delayed Handover, and the Hirer hereby agrees to waive any other claim it may have in respect of delayed Handover.
- 4.7 Portakabin shall hire the Hire Products to the Hirer for use at the Hire Site for the duration of the Hire Period subject to the terms and conditions of the Hire Contract. Portakabin shall not, other than in the exercise of its rights under the Hire Contract or applicable law, interfere with the Hirer's quiet possession of the Hire Products.
- 4.8 Following expiry of the Minimum Hire Period or a Re-Contracted Hire Period (as applicable), the Hirer and Portakabin may agree in writing a Re-Contracted Hire Period or a further Re-Contracted Hire Period (as applicable) and Portakabin shall be entitled to request that the Hirer provide, and the Hirer shall provide, an updated purchase order and/or updated Hire Contract Front Sheet. If a Re-Contracted Hire Period is not agreed, the hire of the Hire Products will continue automatically thereafter unless and until either party issues a Hire Termination Notice in accordance with Condition 4.9.
- 4.9 Following expiry of the Minimum Hire Period or a Re-Contracted Hire Period (as applicable), and without prejudice to Conditions 4.10 and 4.11, the Hire Period may be terminated by either the Hirer or Portakabin issuing a Hire Termination Notice specifying a Hire Termination Date:
- (a) in respect of a Hire Contract for SMB(s), not less than one (1) month (such other period of notice as set out in the Hire Contract Front Sheet) after the date of the Hire Termination Notice; and
 - (b) in respect of a Hire Contract for Modular Buildings, not less than three (3) months (such other period of notice as set out in the Hire Contract Front Sheet) after the date of the Hire Termination Notice.
- 4.10 If the Hirer wishes to terminate the Hire Period prior to the expiry of the Minimum Hire Period, the Hirer may serve a Hire Termination Notice in accordance with Condition 4.9. If the Hire Period is, as a result of any such termination, shorter than the Minimum Hire Period, the Hirer shall remain liable to pay, and shall pay, to Portakabin, the Hire Charges in respect of the remainder of the Minimum Hire Period in addition to any other Contract Charges and/or other outstanding amounts due under the Hire Contract up to the Hire Termination Date.
- 4.11 If the Hirer wishes to terminate the Hire Period prior to the expiry of a Re-Contracted Hire Period, the Hirer may serve a Hire Termination Notice in accordance with Condition 4.9. If the period between the expiry of the Minimum Hire Period and the Hire Termination Date is, as a result of any such termination, shorter than the Re-Contracted Hire Period, the Hirer shall remain liable to pay, and shall pay, to Portakabin, the Hire Charges in respect of the remainder of the Re-Contracted Hire Period in addition to any other Contract Charges and/or other outstanding amounts due under the Hire Contract up to the Hire Termination Date.

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5 Use of Hire Products

- 5.1 The Hirer will keep the Hire Products clean, maintained and secured at all times during the Hire Period in accordance with Good Industry Practice.
- 5.2 The Hirer will secure any Hire Products that are damaged, broken into or vandalised as soon as reasonably practicable, but will otherwise not itself repair, or engage a third party to repair, the Hire Products without the prior written consent of Portakabin.
- 5.3 If mains services (including electricity and water) are to be connected to the Hire Products, the Hirer will satisfy itself of the suitability of such services and carry out all appropriate tests and complete the connections and disconnections, together with all necessary documentation in respect of such connections and Portakabin shall not be liable to the Hirer for any losses it may suffer as a result of such main services are unsuitable for the Hire Products, save to the extent that this work is being carried out by Portakabin under the Hire Contract.
- 5.4 The Hirer will ensure that the Hire Products do not become permanently affixed to any land or building or incapable of being removed without damage to any land or buildings.
- 5.5 The Hirer will not assign, re-hire, sub-let, on-hire, cross-hire, sell, mortgage, charge, pledge or otherwise deal with the Hire Products in any way inconsistent with the ownership of the Hire Products by Portakabin.
- 5.6 The Hirer will not allow the Hire Products to become subject to any charge, lien or encumbrance and will protect the Hire Products from any execution, distress or seizure.
- 5.7 The Hirer will not remove or allow to be removed from the Hire Products the Portakabin name, identifying plate, mark or trade mark nor alter the same, nor affix its own board, name, mark or sign to them. In particular, the Hirer may not affix its own board, name, mark or sign to the Hire Products in such a way as to cause deception or confusion or to suggest any connection between the Hirer and Portakabin, other than that of hirer of the Hire Products.
- 5.8 The Hirer will pay all rent and other outgoings due by the Hirer for the use of the Hire Site during the Hire Period and thereafter until the Termination Date and will ensure that Portakabin has rights to access the Hire Site at all times on reasonable notice to inspect or remove the Hire Products.
- 5.9 The Hirer will not do, or omit to do, or permit to be done anything in relation to the use of the Hire Products that breaches any applicable laws, enactments or regulations.
- 5.10 The Hirer will not, without the prior written consent of Portakabin, move or allow the Hire Products, or any part of them, to be removed from the Hire Site, or change the Hire Site to a different location. If Portakabin agrees to such a change of Hire Site, Portakabin will move the Hire Products, and the Hirer will pay the cost agreed with Portakabin in accordance with Condition 9.

6 Repairs, Testing and Inspections

- 6.1 The Hirer will promptly notify Portakabin in writing of any repairs required to be made to the Hire Products during the Hire Period.
- 6.2 Upon being informed of any Hire Products requiring repair, Portakabin will, at its option and subject to Conditions 6.3 and 6.4, carry out such repair services within a reasonable period of time. In such event, the Hirer will, at the request of Portakabin, provide all access, information, layouts, drawings and facilities requested by Portakabin in order for the repair to be completed.
- 6.3 If the repair requirement is, in the reasonable opinion of Portakabin, due to a Defect, proper ordinary usage or fair wear and tear, Portakabin will carry out the repair without charge to the Hirer.
- 6.4 Any repair requirement not falling within Condition 6.3 will (subject to the application of the Damage Waiver, if applicable) be carried out by Portakabin at the Hirer's expense in accordance with Condition 8.1.
- 6.5 Portakabin will carry out periodic testing of any equipment in the Hire Products, including fire and intruder alarms and electrical equipment, as set out in the Hire Contract. Save as set out in the Hire Contract, it is the Hirer's responsibility to ensure that all periodic inspection and testing required during the Hire Period, by law and/or Good Industry Practice, is done in relation to any installations or equipment in the Hire Products.
- 6.6 Portakabin reserves the right to enter upon the Hire Site at any time upon reasonable prior notice to inspect the condition of the Hire Products, to carry out servicing or repair of the Hire Products or to remove the Hire Products for repair if necessary, in accordance with the terms of the Hire Contract. Notwithstanding any inspection, Damage Charges shall remain due and payable in accordance with Condition 8 by the Hirer to Portakabin as applicable in the event that damage is discovered during any such inspection.

7 Removal and Reinstatement

- 7.1 Unless the scope of the Removal Services and/or Reinstatement Services and the corresponding Removal Charges and/or Reinstatement Charges are set out in the Hire Contract Front Sheet, Portakabin will attend the Hire Site in order to ascertain the scope of works required to carry out the Removal Services and/or Reinstatement Services and, within a reasonable time thereafter, shall provide the Hirer with a written quotation setting out the Removal Charges and/or Reinstatement Charges (as applicable). Unless specified in the Hire Contract Front Sheet, the Removal Charges and the Reinstatement Charges will be calculated by Portakabin by reference to the cost of materials and labour at the current rates of Portakabin at the date when such costs are incurred. The Parties shall use reasonable endeavours to agree the Removal Charges and/or Reinstatement Charges within seven (7) days of Portakabin issuing a quotation under this Condition.
- 7.2 Following agreement of the Removal Charges and/or Reinstatement Charges under Condition 7.1 Portakabin will collect the Hire Products from and perform the Removal Services and/or Reinstatement Services at the Hire Site.
- 7.3 The Hirer will:
 - (a) provide reasonable support and assistance to Portakabin in connection with the collection of the Hire Products and performance of the Removal Services and Reinstatement Services (including providing access to the Hire Site as reasonably requested by Portakabin) and in accordance with the project programme proposed by Portakabin, or as otherwise reasonably requested by Portakabin; and
 - (b) provide Portakabin with all reasonable assistance and collection instructions that are relevant to the collection of the Hire Products and performance of the Removal Services and Reinstatement Services, including: (i) providing safe and adequate access from the public highway to the Hire Site for all staff and vehicles required to complete collection of the Hire Products and/or performance of the Removal Services and Reinstatement Services; (ii) providing adequate hard standing for vehicles and a crane alongside the area where the Hire Products are to be removed from and collected; and (iii) providing appropriate temporary water and power supplies adjacent to where the Hire Products are to be removed from and collected.

8 Loss or Damage to the Hire Products and Duty to Return

- 8.1 Where either: (a) damage occurs to any of the Hire Products during the Hire Period owing to (i) Hirer Default; (ii) negligence or misuse by the Hirer or its employees, contractors or agents; or (iii) wilful or accidental damage however occurring; (b) a necessity to repair arises under Condition 6.4; or (c) the Hirer is responsible for a Defect in accordance with Condition 15.4, the Hirer shall (subject to the application of the Damage Waiver, if applicable) be liable to Portakabin for: (i) the full cost of any repairs or other rectification works which Portakabin shall deem necessary (acting reasonably); or (ii) if Portakabin considers (acting reasonably) that such repairs would not be practicable or cost effective, the whole cost of replacement of such Hire Products with equivalent new Hire Products (including any costs associated with the removal and re-installation of the Hire Products) and the Hire Charges will continue to be payable throughout any period of repair, replacement or reperformance.
- 8.2 The Hirer shall deliver up the Hire Products at the end of the Hire Period or on earlier termination of the Hire Contract (the "Return Date") and shall allow Portakabin or its representatives access to the Hire Site for the purpose of removing the Hire Products. At the end of the Hire Period the Hirer shall ensure:
 - (a) that the Hire Products are left secure, clean and tidy;
 - (b) that all of the Hirer's fixtures and fittings are removed from the Hire Products;
 - (c) that all keys for the Hire Products are returned to Portakabin; and
 - (d) that the Hire Products are returned to Portakabin in good working and cosmetic condition, fair wear and tear excepted.
- 8.3 If the Hirer returns any of the Hire Products on the Return Date other than in such condition for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Hirer or its employees, contractors or agents but save in so far as caused by Portakabin or its employees, contractors or agents), then the Hirer shall (subject to the application of the Damage Waiver, if applicable) be liable to Portakabin for: (i) the full cost of any repairs or other rectification works which Portakabin shall deem necessary (acting reasonably); or (ii) if Portakabin considers (acting reasonably) that such repairs would not be practicable or cost effective, the whole cost of replacement of such Hire Products with equivalent new Hire Products.
- 8.4 If the Hirer fails to return any of the Hire Products on the Return Date for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Hirer, its employees, contractors or agents), then the Hirer shall (subject to the application of the Damage Waiver, if

applicable) be liable to Portakabin for the whole cost of replacement of such Hire Products with equivalent new Hire Products.

- 8.5 If the Hirer is responsible for the cost of any repair, rectification or replacement of the Hire Products in accordance with Condition 6.4, 6.6, 8.1, 8.2, 8.3, 8.4 or 15.4, Portakabin shall prepare a damage report setting out the required repair, rectification and/or replacement works and the Damage Charges payable by the Hirer to Portakabin. Such Damage Charges shall be calculated by Portakabin by reference to the cost of materials and labour at the current rates of Portakabin at the date when such costs are incurred. The parties acknowledge and agree that it might not always be possible for Portakabin to prepare a damage report prior to carrying out the repair, rectification or replacement of the Hire Products, including where such repair, rectification or replacement is required in order to ensure the safe use of the Hire Products.
- 8.6 The Hire Contract Front Sheet will confirm if the Hirer has been offered and has purchased the optional Damage Waiver from Portakabin. The Damage Waiver will apply to charges for cleaning, repairing or replacing damaged standard fixtures and fittings supplied by Portakabin, during the Hire Period and/or upon completion of the Hire Period, subject to the following restrictions:
 - (a) the Damage Waiver will, unless otherwise agreed, apply only to standard fixtures and fittings supplied by Portakabin (additional fees will be applied if the cover is extended to any non-standard fixtures and fittings);
 - (b) the Damage Waiver does not apply to: (i) wilful and deliberate damage (by the Hirer or any third party); (ii) fire and theft (including damage caused in the course of theft or attempted theft); (iii) items which are not paid via for Hire Charges; (iv) external kitchen units and generators; (v) cross-hired items; and (vi) any other items specifically excluded under the Hire Contract; and
 - (c) the Damage Waiver does not affect the Hirer's obligation to obtain insurance cover pursuant to Condition 14.

9 Variations and Relevant Events

- 9.1 Either party may request a Variation in writing to the other party (a "Variation Request"). If the Hirer issues a Variation Request, Portakabin shall, within a reasonable time, provide a written estimate to the Hirer of the likely time required to implement the Variation, the impact on the Contract Charges arising from the Variation and any other impact of the Variation on the Hire Contract, the Hire Products, the Scheduled Hire Period Commencement Date and/or the Services (including timetable for performance).
- 9.2 If Portakabin issues a Variation Request it shall provide to the Hirer estimates in respect of the matters set out in Condition 9.1 at the same time as it issues such Variation Request to the Hirer.
- 9.3 A Variation Request shall only be implemented if the proposed Variation and matters set out in Condition 9.1 have been agreed by Portakabin and the Hirer in writing.
- 9.4 If the parties have agreed to implement a proposed Variation, Portakabin shall then implement the proposed Variation in accordance with the agreed Variation Request and the Hire Contract, Hire Products, Scheduled Hire Period Commencement Date, Services and/or Contract Charges (as applicable) shall be amended accordingly, and Portakabin shall be entitled to request that the Hirer provide, and the Hirer shall provide, an updated purchase order and/or updated Hire Contract Front Sheet.
- 9.5 Unless Portakabin agrees in writing that the price agreed between the parties in respect of a Variation shall be payable by the Hirer to Portakabin by way of a single charge, the price agreed between the parties in respect of a Variation shall be payable by the Hirer to Portakabin as follows:
 - (a) Agreed prior to Handover: the total amount, divided by the total number of weeks or months in the Minimum Hire Period, will be added to the weekly or monthly Hire Charge.
 - (b) Agreed during the Minimum Hire Period or a Re-Contracted Hire Period (as applicable): the total amount, divided by the remaining number of weeks or months in the Minimum Hire Period or Re-Contracted Hire Period (as applicable), will be added to the weekly or monthly Hire Charge.
 - (c) Agreed after the expiry of the Minimum Hire Period or a Re-Contracted Hire Period (as applicable): invoiced as a single charge.
- 9.6 Portakabin shall promptly notify the Hirer in writing following the identification, occurrence or potential occurrence of a Relevant Event (a "Relevant Event Notice"). Each Relevant Notice will include details of the costs and expenses incurred (or which will be incurred) by Portakabin in respect of the Relevant Event together with details of the impact of the Relevant Event on the Hire Contract, Hire Products, Scheduled Hire Period Commencement Date, Services (including timetable for performance) and/or Contract Charges.

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- 9.7 The Hire Contract, Hire Products, Scheduled Hire Period Commencement Date, Services (including timetable for performance) and/or Contract Charges shall be amended to reflect the matters set out in a Relevant Event Notice and the costs and expenses incurred (or which will be incurred) by Portakabin in respect of the Relevant Event shall, unless Portakabin agrees in writing that the price agreed between the parties in respect of a Variation shall be payable by the Hirer to Portakabin by way of a single charge, be payable by the Hirer to Portakabin as follows:
- (a) Incurred prior to Handover: the total amount, divided by the total number of weeks or months in the Minimum Hire Period, will be added to the weekly or monthly Hire Charge.
- (b) Incurred during the Minimum Hire Period or a Re-Contracted Hire Period (as applicable): the total amount, divided by the remaining number of weeks or months in the Minimum Hire Period or Re-Contracted Hire Period (as applicable), will be added to the weekly or monthly Hire Charge.
- (c) Incurred after the expiry of the Minimum Hire Period or a Re-Contracted Hire Period (as applicable): invoiced as a single charge.
- and Portakabin shall be entitled to request that the Hirer provide, and the Hirer shall provide an updated purchase order and/or updated Hire Contract Front Sheet.
- 10 Hirer Default**
- 10.1 If the performance of any of the obligations of Portakabin in respect of the Hire Products and/or Services is prevented or delayed by any act or omission by the Hirer, or by any delay or failure by the Hirer to perform any of its obligations under the Hire Contract, in whole or in part (in each case a "Hirer Default"):
- (a) Portakabin will, without limiting its other rights or remedies have the right to suspend performance of its obligations until the Hirer remedies the Hirer Default (and the time for the performance of the obligations of Portakabin under the Hire Contract will be extended by a period which reflects the impact of the delay caused by the Hirer Default); and
- (b) Portakabin will not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from a failure or delay by Portakabin to perform any of its obligations and/or from the Hirer Default.
- 11 Contract Charges and Payment**
- 11.1 The Hirer shall pay the Contract Charges to Portakabin. The Contract Charges will (unless otherwise agreed in writing and stated in the Hire Contract Front Sheet) be payable by direct debit.
- 11.2 Where a separate Installation Charge applies (as set out in the Hire Contract Front Sheet), the Installation Charges will be invoiced by Portakabin and payable by the Hirer in accordance with the payment schedule set out in the Hire Contract Front Sheet.
- 11.3 The Hire Charges apply for the duration of the Hire Period, provided that the Hire Charges shall continue to apply where commencement of performance of the Removal Services is delayed by a Relevant Event.
- 11.4 Subject to Conditions 11.5 and 11.8, the Hire Charges are fixed for the Minimum Hire Period and each Re-Contracted Hire Period. If the Hirer serves a Hire Termination Notice with a Hire Termination Date prior to the expiry Minimum Hire Period or Re-Contracted Hire Period (as applicable), Condition 4.10 or 4.11 (as applicable) shall apply. With effect from completion of the Minimum Hire Period or a Re-Contracted Hire Period and each anniversary thereof, Portakabin may, upon giving the Hirer at least fourteen (14) days' written notice, increase the Hire Charges by the percentage increase (upwards only) in the Index during the previous 12 months. The adjusted Hire Charge shall be payable by the Hirer from the date specified in the notice issued by Portakabin. For the purposes of this Condition, "Index" means the CPIH Annual Rate 00: All Items 2015=100 (as published by the Office for National Statistics or any successor body) or if that index ceases to be available, such other index as Portakabin shall specify.
- 11.5 The Hire Charges shall be adjusted by:
- (a) the amount agreed between the Hirer and Portakabin in respect of any Variation in accordance with Condition 9;
- (b) the amount to be added to the Hire Charges in accordance with Condition 9 as result of a Relevant Event.
- 11.6 Unless otherwise agreed in writing, the Hire Charges will be invoiced by Portakabin and payable by the Hirer in advance on a monthly or weekly basis (or on such other frequency stated in the Hire Contract Front Sheet).
- 11.7 Unless otherwise agreed in writing:
- (a) the Removal Charges will be invoiced by Portakabin and payable by the Hirer on completion of the Removal Services; and
- (b) the Reinstatement Charges will be invoiced by Portakabin and payable by the Hirer on completion of the Reinstatement Services.
- 11.8 Unless otherwise agreed in writing, the Damage Charges will be invoiced by Portakabin and payable by the Hirer following issuance of a damage report by Portakabin in accordance with Condition 8.5.
- 11.9 The Cancellation Charges will be invoiced by Portakabin and payable by the Hirer following issuance of a Hire Termination Notice under Condition 4.10 or 4.11, a notice of termination of the Hire Contract by the Hirer in accordance with Condition 15.5(f) or a notice of termination of the Hire Contract by Portakabin in accordance with Condition 12.1, 12.2(a), 12.2(b) or 15.5(f).
- 11.10 Unless otherwise stated in the Hire Contract Front Sheet, the Hirer shall pay each invoice submitted by Portakabin in full within thirty (30) calendar days of the date of the invoice.
- 11.11 The Contract Charges are exclusive of VAT and any other applicable taxes or duties which shall be payable in addition by the Hirer at the rate and in the manner from time to time prescribed by law.
- 11.12 Payment will be deemed to have been received by Portakabin upon receipt of cleared funds into its bank account. No other payment terms will apply unless agreed in writing by Portakabin.
- 11.13 All amounts due under the Hire Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Portakabin may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Hirer against any amount payable by Portakabin to the Hirer.
- 11.14 Without limiting the remedies available to Portakabin under Condition 12, Portakabin may, where the Contract Charges are not paid in accordance with the terms set out in the Hire Contract:
- (a) suspend performance of its obligations under the Hire Contract;
- (b) charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (and in such event interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment); and/or
- (c) charge the Hirer the costs Portakabin incurs (including third party collection agent costs) to recover any outstanding Contract Charges.
- 12 Termination**
- 12.1 Without affecting any other right or remedy available to it, Portakabin may terminate the Hire Contract with immediate effect by giving written notice to the Hirer if:
- (a) the Hirer fails to pay any amount due under the Hire Contract on the due date for payment and remains in default not less than seven (7) calendar days after being notified in writing to make such payment; or
- (b) the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Hire Products or the rights of Portakabin in the Hire Products may be prejudiced or put into jeopardy.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Hire Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Hire Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) calendar days after being notified in writing to do so;
- (b) the other party shall cease to carry on business or shall be unable to pay its debts as they fall due for payment or if the other party shall suffer any diligence, distress or execution to be used or levied against it or make or propose to make any arrangement (including but not limited to an individual voluntary arrangement or company voluntary arrangement) with its creditors or, being a company shall go into liquidation (other than for the purposes of reconstruction or amalgamation) or have a receiver, administrator or administrative receiver appointed to the whole or any part of its assets and undertaking or shall do or suffer the equivalent of any of the foregoing in any other jurisdiction;
- (c) pursuant to Condition 15.5(f); or
- (d) pursuant to Condition 19.3 upon the continuance of a Force Majeure Event.
- 12.3 Any notice of termination and Hire Termination Notice must be given in writing and delivered to the address of the other party set out in Condition 22, provided that the Hirer may also deliver a valid Hire Termination Notice hand, by pre-paid first-class post or other next working day delivery service or by commercial courier to the Portakabin local hire centre identified on the Hire Contract Front Sheet.
- 13 Consequences of Termination**
- 13.1 If the Hirer terminates the Hire Contract in accordance with Condition 15.5(f), the Hirer shall be liable to pay, and shall pay, to Portakabin, the Hire Charges in respect of the Minimum Hire Period in addition to any other Contract Charges and/or other outstanding amounts due under the Hire Contract up to the Hire Termination Date.
- 13.2 If Portakabin terminates the Hire Contract in accordance with Condition 12.1, 12.2(a), 12.2(b) or 15.5(f), the Hirer shall be liable to pay, and shall pay, to Portakabin, the Hire Charges in respect of the Minimum Hire Period in addition to any other Contract Charges and/or other outstanding amounts due under the Hire Contract up to the Hire Termination Date.
- 13.3 On termination of the Hire Period, termination or expiry of the Hire Contract for any reason or where the Hire Contract is void by operation of law or court order:
- (a) the Hirer will:
- (i) immediately give to Portakabin access to the Hire Site and comply with all instructions given by Portakabin to enable Portakabin to collect the Hire Products from the Hire Site and carryout the Removal Services;
- (ii) attend the Hire Site (or such location as Portakabin designates if the Hire Products have been removed by Portakabin) with a representative of Portakabin, who will prepare a damage report in relation to the Hire Products (upon which the Damage Charges will be based); and
- (iii) without prejudice to the other rights and remedies available to Portakabin, immediately pay to Portakabin all outstanding sums already invoiced to it by Portakabin and, in respect of goods or services supplied but for which no invoice has yet been submitted, pay the further invoice(s) submitted by Portakabin in accordance with Condition 13.3(b) (iii) immediately on receipt.
- (b) Portakabin will, as soon as reasonably practicable:
- (i) attend the Hire Site to collect the Hire Products and carryout the Removal Services and, either on the Hire Site or at such location as Portakabin designates, prepare a damage report and thereafter send a copy to the Hirer;
- (ii) issue an invoice for the Damage Charges (which will be payable by the Hirer in accordance with Condition 11); and
- (iii) on ascertaining the same, issue an invoice for all Contract Charges (and all other amounts due) then accrued under the Hire Contract, or any other sums under a contract between the Hirer and Portakabin.
- (c) the accrued rights and remedies of the parties as at termination will not be affected, including the right to claim damages in respect of any breach of the Hire Contract which existed at or before the date of termination or expiry; and
- (d) Conditions which expressly or by implication have effect after termination will continue in full force and effect including Conditions 1, 8, 11, 12, 13, 16, 17, 18, 20 and 23 shall survive expiry, termination or cancellation of the Hire Contract.
- 14 Risk, Title and Insurance**
- 14.1 The risk of loss, theft, damage or destruction of the Hire Products shall pass to the Hirer on Handover. The Hire Products shall remain at the sole risk of the Hirer during the Hire Period and any further term during which the Hire Products are in the possession, custody or control of the Hirer ("Risk Period") until such time as Portakabin commences performance of the Removal Services at the Hire Site.
- 14.2 During the Hire Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Hire Products to a value not less than the insurance value set out in the Hire Contract Front Sheet comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Portakabin may from time to time nominate in writing; and

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- (b) insurance for such amounts as a prudent owner or operator of the Hire Products would insure for (but not less than one million pounds (£1,000,000) or such amount as Portakabin may from time to time reasonably require), to cover any third party or public liability risks of whatever nature and however arising in connection with the use, occupation and situation of the Hire Products at the Hire Site.
- 14.3 The Hirer must ensure that the interest of Portakabin is noted on any such insurance policies and will, upon request, provide Portakabin with a copy of all such policies of insurance and a receipt for the payment of the last premium.
- 14.4 If Portakabin is not satisfied as to the insurance arrangements made by the Hirer, it may take out insurance itself and the cost of doing so will form part of the Contract Charges and will be recoverable accordingly, but this will not relieve the Hirer of its obligations under this Condition 14.
- 14.5 The Hirer will inform Portakabin in writing immediately if any event occurs whereby the Hirer makes a claim on its insurance and will take note of any requirements of Portakabin and keep Portakabin informed of the progress of any such claim.
- 14.6 Subject to Condition 14.7, the Hirer shall be solely responsible for and shall hold Portakabin fully indemnified against all losses, costs, charges, damages and expenses (including legal fees) incurred by Portakabin arising out of or in connection with any claim arising from or in connection with the use or occupation of the Hire Products by the Hirer or situation of the Hire Products at the Hire Site during the Risk Period, whether arising under statute or common law.
- 14.7 The indemnity contained in Condition 14.6 shall not apply to the extent that the loss, damage or injury arises from any fraud or negligence on the part of Portakabin or its employees, contractors or agents, or is the responsibility of Portakabin under the Hire Contract.
- 14.8 The Hirer will not do, or omit to do, or permit to be done anything which will or may weaken, damage or be detrimental to or prejudicial to Portakabin or any member of the Portakabin Group or the reputation or the reputation or goodwill associated with any trade marks of Portakabin or any member of the Portakabin Group or which may invalidate or jeopardise any registration of such marks.
- 14.9 Property in, title and ownership of the Hire Products will always remain with Portakabin.
- 15 The Hire Products and Services**
- 15.1 Subject to Conditions 15.2 and 15.4, Portakabin warrants that:
- (a) The Services will be performed (i) in accordance with Good Industry Practice; (ii) in accordance with all applicable legislation from time to time in force; and (iii) by personnel who are suitably skilled and experienced to perform tasks assigned to them.
- (b) The Hire Products will (i) be free from any material defects in design, workmanship and material which would affect the proper and safe use of the Hire Products; (ii) comply with all applicable legislation in force at Handover; and (iii) conform in all material respects to the Specification, provided that Portakabin may amend the Specification if such amendment is required or requested pursuant to Condition 15.5.
- 15.2 The Hirer will promptly notify Portakabin in writing of any Defect.
- 15.3 Upon being informed of any Defect, Portakabin will, as the Hirer's sole and exclusive remedy and subject to Condition 15.4, repair or replace the relevant Hire Products and/or reperform the relevant Services at its own cost and as soon as reasonably practicable. In such event, the Hirer will, at the request of Portakabin, provide all access, information, layouts, drawings and facilities requested by Portakabin in order for the repair, replacement and/or reperformance to be completed.
- 15.4 Portakabin will not be liable for any Defect if, in the reasonable opinion of Portakabin, the failure arises as a result of:
- (a) the Hirer failing to follow the oral or written instructions given by Portakabin, including as to the commissioning, use and maintenance of the Hire Products;
- (b) Portakabin following any instructions, requirements, drawings or designs supplied by the Hirer;
- (c) Hirer Default, any act or omission of any third party, or the Hirer's or any third party's wilful damage or negligence;
- (d) the Hirer failing to promptly inform Portakabin of any Defect and/or the Hirer continuing to use the affected Hire Products after discovery of a Defect; or
- (e) the Hirer (or a third party) altering or repairing the affected Hire Products without prior written consent from Portakabin,
- in which case, Portakabin will, where possible and at its option, repair or replace the relevant Hire Products and/or reperform the relevant Services at the Hirer's cost (including any costs associated with the repair, replacement, removal and/or re-installation of the Hire Products) and as soon as reasonably practicable and the Hire Charges will continue to be payable throughout the period during which the Defect continues. In such event, the Hirer will, at the request of Portakabin, provide all access, information, layouts, drawings and facilities requested by Portakabin in order for the repair, replacement and/or reperformance to be completed.
- 15.5 Notwithstanding that Portakabin may agree to assist the Hirer in applying for such consents (which will be set out in the Hire Contract), permissions and/or approvals as part of the Professional Services, the Hirer will remain responsible for obtaining all consents, permissions and/or approvals needed for the delivery, installation and use of the Hire Products at the Hire Site and/or the provision of the Services at the Hire Site, including landlord's consent, planning permission and building regulation approval and the Hirer understands and accepts that:
- (a) the Specification, Hire Products and Services may not comply with building regulations (including, where relevant, Building Bulletins, Health Building Notes and Health Technical Memoranda); and
- (b) it will, in all cases, be liable to pay any additional costs and charges incurred by it or by Portakabin as a result of the requirement to make any amendments to the Specification, the Hire Products and/or the provision of the Installation Services in order to obtain any such consents, permissions and/or approvals).
- (c) the grant of consents, permissions and/or approvals is dependent on a number of factors including the location of the Hire Site, the Hire Products, the authority concerned and the intended use of the Hire Products;
- (d) the Hirer's obligation to pay the Contract Charges is not conditional upon the grant of the applicable consents, permissions and/or approvals;
- (e) the failure to obtain consents, permissions and/or approvals, or the failure to obtain consents, permissions and/or approvals subject to conditions which the Hirer considers to be acceptable does not represent a breach of the Hire Contract by Portakabin; and
- (f) either party may terminate the Hire Contract if the applicable consents, permissions and/or approvals are not granted, or are granted subject to conditions which that party (acting reasonably) considers to be unacceptable.
- 15.6 If Portakabin provides Additional Services to the Hirer, such services will be provided subject to the terms of the Hire Contract, or on such other terms as agreed by parties in writing.
- 15.7 Any goods supplied by Portakabin in connection with the performance of the Additional Services will form part of the Hire Products, unless the parties agree that such goods will be purchased by the Hirer, in which case the supply of such goods will be made subject to such other terms as the parties may agree in writing.
- 16 Intellectual Property**
- 16.1 All Intellectual Property Rights in, or arising out of or in connection with, the Hire Products and the Services and any materials, works, drawings, plans, data, specifications, quotations, marketing materials, websites, mobile commerce sites in relation thereto will be owned by Portakabin.
- 16.2 The Hirer hereby grants Portakabin a non-exclusive, irrevocable, royalty free licence to use and reproduce any drawings, materials or specifications provided by the Hirer to Portakabin in connection to the Hire Products and/or Services for the purpose of Portakabin providing the Hire Products and/or Services to the Hirer.
- 17 Confidentiality**
- The Hirer will keep in strict confidence all, and not disclose to any third parties any, technical or commercial know-how, pricing information, specifications, drawings, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by Portakabin or any member of the Portakabin Group, its employees, agents or subcontractors (whether before or after the Start of the Minimum Hire Period), together with any other confidential information concerning the business of Portakabin or any member of the Portakabin Group, its products and services which the Hirer may obtain.
- 18 Data Protection**
- 18.1 For the purposes of this Condition 18:
- (a) the term "Data Privacy Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (b) "Controller", "Personal Data", "Processor", "Personal Data Breach", "process", "processing", "processed" and "Data Subject" will have the meanings given under Data Privacy Laws.
- 18.2 For the purposes of the Hire Contract, Portakabin and the Hirer are deemed to be separate Controllers in respect of the Processing of Personal Data in connection with the Hire Contract.
- 18.3 Each Party will comply with Data Privacy Laws and will not by its act or omission cause the other Party to breach Data Privacy Laws.
- 18.4 Without prejudice to the general obligation at Condition 18.3 above, each party will:
- (a) having regard to the state of technological development, take all appropriate technical, security and organisational measures necessary or desirable to ensure that Personal Data is protected against loss, destruction and damage, and against unauthorised access, use, removal, copying, modification, disclosure or other misuse; and
- (b) where a Data Subject makes a written request to either party for access to any Personal Data in respect of which the other party is Controller, the relevant party to whom the request was made will promptly notify the other party of that request and liaise with the other party as reasonably required to ensure that the request is addressed in accordance with the Controller's obligations under Data Privacy Laws.
- 18.5 In the case of a Personal Data Breach, or any action that causes or could reasonably be deemed to cause a Personal Data Breach, to the extent that such Personal Data Breach is likely to impact the Personal Data processed by the other party, that party will at the earliest opportunity notify the other party of the Personal Data Breach and will liaise and collaborate in order to meet their legal obligations to report a Personal Data Breach in accordance with Data Privacy Laws.
- 19 Force Majeure**
- 19.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Hire Contract if such delay or failure is attributable to a Force Majeure Event. Subject to Condition 19.2, the time for the performance of an obligation which is affected by a Force Majeure Event will be extended by a period which reflects the impact of the delay caused by the Force Majeure Event.
- 19.2 The occurrence and continuance of a Force Majeure Event will not impact upon the Hirer's obligation to pay the Contract Charges in accordance with these Terms and Conditions of Hire.
- 19.3 If the Force Majeure Event continues for more than three (3) months, either party may terminate the Hire Contract immediately by notice in writing to the other.
- 20 Liability**
- 20.1 Nothing in these Terms and Conditions of Hire will limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) any other liability to the extent that such liability cannot be lawfully limited or excluded.
- 20.2 Subject to Condition 20.1:
- (a) Portakabin will not be liable under or in connection with the Hire Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any consequential, indirect or special losses, or for any of the following losses (whether direct or indirect):
- (i) loss of anticipated or actual profit;
- (ii) loss of use;

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- (iii) loss of contract or business opportunity;
- (iv) loss of production;
- (v) loss of anticipated savings;
- (vi) wasted expenditure; or
- (vii) loss of goodwill or harm to reputation; and
- (b) the total liability of Portakabin to the Hirer:
 - (i) in respect of damage to physical property arising under or in connection with the Hire Contract, whether in contract, tort, (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed one million pounds (£1,000,000); and
 - (ii) in respect of all liability (other than damage to physical property) arising under or in connection with the Hire Contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, will in no circumstances exceed one hundred per cent (100%) of the Hire Charges paid by the Hirer to Portakabin during the Hire Period.
- 20.3 The Hirer understands and accepts that the liability of Portakabin to the Hirer under the Hire Contract, whether in contract, tort, (including negligence), breach of statutory duty or otherwise will cease, and no proceedings will be commenced in connection with all obligations of Portakabin under the Hire Contract) more than three (3) years after the Termination Date (so far as this is permitted by law).
- 21 Assignment and subcontracting
 - 21.1 The Hirer will not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of the Hirer's rights or obligations arising under or in connection with the Hire Contract (and/or any document entered into pursuant to or in connection with it), in whole or in part, except with the express prior written consent of Portakabin, which Portakabin may grant or withhold in its absolute discretion.
 - 21.2 Portakabin may at any time assign, transfer, charge or deal in any other manner with all or any of the rights of Portakabin under the Contract (and/or any document entered into pursuant to or in connection with it) and may novate, subcontract or delegate in any manner any or all of the obligations of Portakabin under the Contract (and/or any document entered into pursuant to or in connection with it), including the provision of any Services, in whole or in part, at any time and on more than one occasion, to any third party (including a successor of all or part of the Portakabin business) without the Hirer's consent.
- 22 Notices
 - 22.1 Any notice given to a party under or in connection with the Hire Contract shall be in writing and shall be (a) delivered by hand, by pre-paid first-class post or other next working day delivery service or by commercial courier at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the addresses (or an address substituted in writing by the party to be served) set out in the Hire Contract Front Sheet.
 - 22.2 Any notice shall be deemed to have been received (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; (c) if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (d) if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when business hours resume the following day.
 - 22.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 23 General Conditions
 - 23.1 The Hire Contract and any other document expressly referenced in these Terms and Conditions of Hire, together with all other documents and correspondence issued by Portakabin pursuant to it constitutes the entire agreement and understanding between the parties and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.
 - 23.2 Each party acknowledges that in entering into the Hire Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Hire Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Hire Contract. Nothing in this Condition shall limit or exclude any liability for fraudulent misrepresentation.
 - 23.3 Except as expressly provided in the Hire Contract, the rights and remedies provided under the Hire Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
 - 23.4 At its own expense, each party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Hire Contract.
 - 23.5 The parties are independent and are not partners or principal and agent and the Hire Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party will have, nor will represent that it has, any authority to make any commitments on the other party's behalf.
 - 23.6 No variation of the Hire Contract will be effective unless confirmed in writing by the parties.
 - 23.7 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
 - 23.8 If any provision or part-provision of the Hire Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Hire Contract.
 - 23.9 The obligations of the Hirer under the Hire Contract are owed to each member of the Portakabin Group, each of whom may enforce the terms of this Hire Contract. Save as set out above, a person who is not a party to the Hire Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Hire Contract.
 - 23.10 The Hire Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
 - 23.11 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Hire Contract or its subject matter or formation (including non-contractual disputes or claims).

**For more information
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