

TERMS OF USE

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Terms of Use.

"**our/us/we**" means Equipment Rentals & Sales Limited, a company registered in England and Wales under the number 07901063 whose registered office and main trading address is located at Unit 34, Devonshire Business Centre, Works Road, Letchworth Garden City, Hertfordshire, SG6 1GJ;

"**our site**" means the website located at www.equipmentrentals.co.uk or any subsequent URL which may replace it;

"**Terms of Use**" means these terms of use of our site;

"**Users**" means the users of our site collectively; and

"**you/your**" means a user of our site.

A reference to a clause is to a clause of these Terms of Use. Clause headings and sub-headings shall not affect the interpretation of these Terms of Use.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words in the singular shall include the plural and vice versa.

2. INTRODUCTION

These Terms of Use govern your access to and use of our site. By accessing or using our site, you agree to be legally bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, then you may not continue to access or use our site.

We have used our best endeavours to ensure that our site complies with all applicable laws of the United Kingdom. However, we make no representation that our site complies with the laws of any other jurisdiction or that any services, materials or content on our site are appropriate or available for use in any location outside the United Kingdom. If you visit our site from any location outside the United Kingdom you do so at your own risk and you are responsible for ensuring that you are acting in compliance with all applicable laws. If your access to or use of our site and/or your use of any services, materials or content on our site contravenes any applicable law in the jurisdiction from which you are accessing our site, you are not authorised to access or use our site.

3. ACCESS TO OUR SITE

We will provide you with access to our site in accordance with these Terms of Use. We give no authority (whether implied or express) to deep link to or frame any of the content which appears on our site or to use a representation of our trademarks as a link button without our express agreement.

4. COMMUNICATION

We consider that we have appropriate policies, rules and technical measures in place to protect any information transmitted to or from us by electronic means from improper use or disclosure, unauthorised access, unauthorised modification, unlawful destruction or accidental loss. However, we ask that you please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, we strongly advise that you take this into consideration before you send us any information by email. By proceeding, you agree that you will send us information by email at your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If you disregard this warning and choose to send us confidential information, you agree that you do so at your own risk and that you will not hold us responsible for any loss that you suffer as a result.

The email address you provide to us is where we will send our response. If you have chosen to discuss your personal account details via email we will try to respond to you in the same manner.

5. USE OF OUR SITE

Your Obligations

You:

- agree not to use our site (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;
- agree not to upload or transmit through our site without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- agree not to attempt to breach any security or privacy mechanisms associated with our site or attempt to collect information about any other person through our site;
- will not upload or transmit through our site any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- will not use our site in a way that may cause our site to be interrupted, damaged, rendered less efficient or rendered such that the effectiveness or functionality of our site is in any way impaired;
- will not use our site in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

- will not attempt any unauthorised access to any part or component of our site; and,
- agree that in the event that you have any right, claim or action against any other User arising out of that User's use of our site, then you will pursue such right, claim or action independently of, and without recourse to us;
- will not impersonate any other person or entity or use a false name or a name that you are not authorised to use; and
- agree that the security of any password issued to you rests with you and that if you know or suspect that someone else knows your password, you will contact us immediately.

Indemnity

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by us and arising out of any breach of the Terms of Use by you and for any other liabilities arising out of your use of our site, or the use by any other person accessing our site or your personal account details.

Our Rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, our site (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of our site; and/or
- change these Terms of Use from time to time, and your continued use of our site (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using our site.

We will use our reasonable endeavours to maintain our site. You will not be eligible for any compensation because you cannot use any part of our site or because of a failure, suspension or withdrawal of all or part of our site.

We reserve the right to withdraw any services from our site at any time and/or remove, screen or edit any materials or content on our site.

We reserve the right to suspend or terminate your use of our site immediately at our reasonable discretion, or if you breach any of your obligations under these Terms of Use.

Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and shall not be

responsible or liable, directly or indirectly, for the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with our site. We may investigate any reported violation of these Terms of Use or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from our site).

6. GENERAL

Intellectual Property and Right to Use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of our site shall remain at all times vested in us, our suppliers or our licensors. You are permitted to use this material only as expressly authorised by us, our suppliers or our licensors.

You acknowledge and agree that the material and content contained within our site is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content on our site is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Limitation of Liability

While we will use reasonable endeavours to verify the accuracy of any information we place on our site, we make no warranties, whether express or implied in relation to its accuracy.

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site is provided on an "as is" and "as available" basis without any representation or endorsement made. We make no warranties of any kind, whether express or implied, in relation to our site. To the maximum extent permitted by law, we hereby expressly exclude any and all liability arising directly or indirectly from, or in relation to, our site.

We make no warranty that our site will meet your requirements or that your use of our site will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents

the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for (i) any loss of content or material uploaded or transmitted through our site; or (ii) any damage to your computer system or loss of data that results from downloading or using any material or data from our site.

Severance

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Use.

Waiver

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Entire Agreement

These Terms of Use (as amended from time to time) comprise the entire agreement between you and us relating to the subject matter thereof and supersede any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between you and us in relation to such matters. You confirm that you have read these Terms of Use and, you fully understand them and you also agree that these Terms of Use are the only terms that govern your relationship with us regarding the use of our site.

Law

The Terms of Use shall be governed by and construed in accordance with English law and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

Handling Complaints

There may be occasions when you are unhappy with the service that we provided to you. In these cases, we will endeavour to be fair and efficient in handling any complaint you should have and to process your complaint confidentially.

If you have a complaint, please send us a letter to this address: Equipment Rentals & Sales Limited, Unit 34, Devonshire Business Centre, Works Road, Letchworth Garden City, Hertfordshire, SG6 1GJ or an e-mail to this address: michael@equipmentrentals.co.uk.

We will endeavour to provide you with a likely timescale for resolving the dispute. We will keep you informed about the progress of your complaint. We undertake to check our system regularly for handling complaints and we welcome any suggestion you may have in relation to how this system may be improved.

Thank you for visiting our site.