

# The Hire Supply Company (UK) Limited

## Delivery & Returns – 26<sup>th</sup> June 2020

The full terms & conditions are available to view via our website or are available upon request

### 1. Cancellations and Returns

- 1.1 The Customer may cancel the Contract if it notifies the Supplier within 3 days of the Supplier accepting the Contract.
- 1.2 This cancellation right does not apply to any Goods that have become mixed inseparably with other items after their delivery;
- 1.3 If the Goods have been delivered to the Customer before the Supplier has received notification of the cancellation, the Customer must return the Goods at its sole expense without undue delay and in any event within 3 days of the date the Customer cancelled the Contract. Alternatively, where the Supplier has offered to collect the Goods from the Customer, the Supplier will collect them from the Delivery Location and will agree a suitable time for collection.
- 1.4 The Supplier reserves the right to charge the Customer a re-stocking fee of not less than 15% of the price of the Goods which shall be deducted from any refund made.
- 1.5 The Goods must be returned in an undamaged and complete state, in their original undamaged packaging and be accompanied by all tools, accessories and manuals. The Supplier will have the right to refuse the return of any Goods that are not made available for collection or returned in a complete and undamaged state.

### 2. Delivery

- 2.1 The Supplier will only deliver the Goods to a Trade Counter for collection by the Customer or a Delivery Location within the United Kingdom and Eire. No Order for the delivery of Goods to a Delivery Location outside of the United Kingdom and Eire shall be accepted by the Supplier. Should such an Order be accepted by the Supplier erroneously, the Supplier shall have the right to cancel this Contract immediately without incurring any liability to the Customer. A Customer may place an Order for the Goods from outside of the United Kingdom or Eire, but the Order must be for delivery to a Delivery Locations within the UK or Eire.
- 2.2 The Supplier shall ensure that:
  - 2.2.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and any order number and the type and quantity of the Goods (including the code number of the Goods, where applicable); and

- 2.2.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 2.3 Unless otherwise set out in the Order or agreed in writing, the Order shall set out whether the Supplier shall either make the Goods available from its Trade Counter or shall effect the delivery of the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 2.4 Delivery is completed either when the Goods have been collected by the Customer from the Trade Counter or upon the completion of unloading of the Goods at the Delivery Location.
- 2.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 2.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 2.7 If the Customer fails to take delivery of the Goods on the date they are delivered to the Delivery Location then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract the Supplier shall have the right to charge all costs associated with the delivery (e.g. courier costs and administration fees).
- 2.8 If 3 days after the day on which the Supplier notified the Customer that the Goods were ready for collection from the Trade Counter the Customer has not collected them, the Supplier may resell or otherwise dispose of part or all of the Goods without notice.
- 2.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.