

Type of Account: Limited Company

* = Mandatory Fields



This form is for Limited Companies only, if your business classifies as Non-limited, Partnership, Sole Trader or a Self-Build, please return to the Frank Key registration page to download the correct form.

Building Supplies Account

Do you require a Building Supplies Account?* Yes No

IF yes, please state the maximum credit required

Plant & Tool Hire Account

Do you require a Plant & Tool Hire Account?* Yes No

IF yes, please state the maximum credit required

And do you hold hired-in Plant insurance? Yes No

IF yes, specify level of cover

(and please attach a copy to the email when sending this completed form)

Invoice Information

Business Name*

Invoice Address*

Invoice Postcode*

Email addresses for Invoices & Statements*

Sales Contact

Name*

Job Title*

Phone*

Mobile*

Email*

*Is your Accounts Contact the same as your Sales Contact?** Yes No (Please fill below)

Accounts Contact

Name

Job Title

Phone

Mobile

Email

Bank Details

* = Mandatory Fields

Account Name*

Bank Name*

Sort Code*

Account Number*

Business Details

Nature of Business*

Number of Employees*

Have you a Frank Key Sales Contact?*

Yes

No

IF yes, please state the name of Contact

Do you require purchase order numbers?*

Yes

No

IF yes, note the prescribed format for order numbers

Trade References *Please fill in up to three trade references
(ideally Builders' Merchants, Hire companies or firms in the Construction industry)*

National Businesses (i.e. Travis Perkins, Jewsons, Speedy Hire etc) often do not provide references, so please list local/regional independent businesses where possible

Referee 1*

Company*

Contact*

Address*

Phone*

Email*

Referee 2*

Company*

Contact*

Address*

Phone*

Email*

Referee 3

Company

Contact

Address

Phone

Email

★ = Mandatory Fields

Select the branches you will be using most frequently:*

Nottinghamshire

Bulwell (BS)
Nottingham (BS) (H)
Stapleford (H)
West Bridgford (H)

South Yorkshire

Sheffield (BS) (H)

Lancashire

Oldham (H)
Rochdale (H)

West Yorkshire

Batley (H)
Bradford (H)
Halifax (H)
Huddersfield (H)
Keighley (H)
Leeds (H)
Wakefield (H)

Derbyshire

Ripley (BS)
Somercoates (BS) (H)

(H) Plant & Tool Hire branch (BS) Building Supplies branch

What best describes you/your company?*

General heavyside contractor
Groundworks/Civil engineering contractor
Roofing contractor
Plastering and dry lining contractor
Plumbing and heating contractor
Kitchen and bathroom fitter
Self builder
Landscape and garden contractor
Carpenter and joinery contractor

Developer
Main contractor
Facilities management
Utilities contractor

Painter and decorator
DIY
House builder
Builders merchants
Supplier/Manufacturer
Sports and leisure facility
Local authority/Council
Cladding contractor
Agricultural/Farming

Demolition
Electrical contractor
Specialist sub-contractor
Other

Company Size:*

Small (one-person/van)	Regional business
Medium (two to five vans)	National business
Large (six vans plus)	

I am happy for Frank Key to hold contact details for general marketing purposes under GDPR

Yes

Date

Initial

★ = Mandatory Fields

Limited Company Details

Company Registration No.★

Registered Office Address★

VAT Registration No.★

Name of Parent Company (if applicable)

Parent Company Registration No.

Please attach a current Bank Statement and Company letterhead to the email when sending this completed form

Statutory Directors

Director 1 Name★

Date of Birth★

Address★

Postcode★

Director 2 Name

Date of Birth

Address

Postcode

Director 3 Name

Date of Birth

Address

Postcode

Shareholding

Name★

Shareholding★

Name

Shareholding

Name

Shareholding

If you have additional Directors and/or Shareholders to include, please add them on Page 5, if you have none, please proceed to Page 6.

Limited Company (Continued)

★ = Mandatory Fields

Additional Statutory Directors

Director 4	Name	Date of Birth
Address		
		Postcode

Director 5	Name	Date of Birth
Address		
		Postcode

Director 6	Name	Date of Birth
Address		
		Postcode

Director 7	Name	Date of Birth
Address		
		Postcode

Director 8	Name	Date of Birth
Address		
		Postcode

Additional Shareholders

Name	Shareholding
Name	Shareholding
Name	Shareholding
Name	Shareholding
Name	Shareholding
Name	Shareholding

Continue To Next Page...

Limited Company (Continued)

* = Mandatory Fields

Have any of the Principles (Directors/Shareholders) been involved in a Liquidation, Bankruptcy, Debt Relief Order, Individual Voluntary Arrangement, CVA, Receivership or had any CCJs registered against them? ** If yes, provide details*

Yes

No

Please state if there are any restrictions on **who** is authorised to use your Account:*

Credit Reference

By completing and signing this application form you are giving your consent (either in a personal capacity or in your role as a Partner/Manager/Director/Owner of the applicant business) that you are agreeing that we may use your information in the way described: We may obtain information about you (in a personal or business capacity) from credit reference agencies and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other 3rd parties who make their own credit enquiries. We may use credit scoring.

We will monitor and record information relating to your trade and payment performance and may make periodic searches at credit or credit references and will provide information to the Group to manage and take decisions about your accounts. Such records will be made available to credit reference agencies who will share that information with other businesses when assessing applications for credit and fraud protection. The information we obtain may also be used for tracing purposes.

Directors' Personal Guarantee I/We the undersigned being Director(s) of the applicant company, in consideration of Frank Key Group of Companies agreeing to supply the applicant company with goods on credit, jointly and severally undertake with each of Frank Key Group Companies as a continuing guarantee and to be liable for payment of all sums due by the applicant company to any Frank Key Group Company. We agree to indemnify Frank Key Group against all losses incurred by them and arising as a consequence of their provision of credit facilities to the applicant. Where this credit guarantee and indemnity are undertaken on a joint and several basis by those signing, I/We have been given the opportunity to take independent legal advice but decline to do so. A company letterhead must accompany this form when returned.

Declaration *To be signed by at least one statutory director detailed on Page 4 (or 5)*

Signed*

Print Full Name*

Date*

Signed

Print Full Name

Date

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

"Additional Charges" means the costs of carriage, any additional packaging, remittance charges, any taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the sale, delivery, export or import of the Goods, courier and messenger costs and any other charges referred to in these Conditions; "Collection Note" means the note issued by the Supplier on collection of the Goods; "Conditions" means these terms and conditions; "Contract" means any agreement for the sale of Goods by the Supplier to the Customer in accordance with Condition 2.4 of these Conditions; "Customer" means the person who has accepted these Conditions; "Delivery Note" means the note issued by the Supplier or the Supplier's carrier on delivery of the Goods; "Goods" means the goods to be supplied by the Supplier to the Customer pursuant to the Contract and as detailed in the Collection Note or Delivery Note as applicable; "Order" means an order for Goods placed by the Customer or a person authorised by the Customer in writing, which may be submitted to the Supplier over the telephone or at the Supplier's premises and on provision by the Customer or its authorised representative of any official order number allocated by the Supplier to the Customer; "Price" means the price due from the Customer for the Goods, plus any Additional Charges; "Special Order Goods" means those Goods which are produced by the Supplier specifically in relation to the Order and which are identified as such at the time of the Order and in the Collection Note or Delivery Note as applicable; "Supplier" means Frank Key (Nottingham) Limited incorporated and registered in England and Wales with company number 00049174, the registered offices are at Portland Street, Daybrook, Nottingham NG5 6BL; and "Working Day" means any day from Monday to Friday other than a statutory or public holiday in England.

1.2 In these Conditions:

1.2.1 a reference to a 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;

1.2.2 words in the singular include the plural and words in the plural include the singular;

1.2.3 a reference to one gender includes a reference to the other gender and the neutral;

1.2.4 words importing persons include firms, companies, associations, organisations, governments, states, foundations, trusts and corporations and vice versa;

1.2.5 the headings to Conditions do not affect the interpretation of these Conditions;

1.2.6 where the word 'including' is used in these Conditions, it shall be understood as meaning 'including without limitation' and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them;

1.2.7 any reference to 'writing' or any cognate expression includes communications by post, facsimile transmission and e-mail, but excludes text messages.

2. BASIS OF CONTRACT

2.1 These Conditions shall apply to the sale by the Supplier of all Goods purchased by the Customer and these Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.

2.2 No variation of these Conditions shall be binding unless agreed in writing by a director of the Supplier and no collateral or supplemental contract may be made or construed unless confirmed in writing by a director of the Supplier.

2.3 Any proposal submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein, but if no period is specified such proposal shall be valid for the date of issue.

2.4 The Contract shall be made when the Order is entered by the Supplier as an Order onto the Supplier's system and not before. In the event that the Supplier is unable to fulfil any Order it shall be entitled to cancel the Contract without liability to the Customer provided that it notifies the Customer of the cancellation within 5 Working Days of Order placement.

2.5 The Supplier may at any time without notifying the Customer make any change to the Goods which do not materially affect the nature or quality of the Goods.

2.6 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed save that nothing in this Condition excludes the Supplier's liability for fraudulent misrepresentation.

2.7 In the event that the Customer wishes to cancel an Order, it may only do so with the written consent of the Supplier and where the Supplier agrees to the cancellation:

2.7.1 the Supplier shall be entitled to charge the Customer an Additional Charge for the reworking of the Goods incurred by the Supplier as a result of the cancellation which shall be notified to the Customer at the time of the cancellation request and shall be payable as an Additional Charge; and

2.7.2 the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation; and for the avoidance of doubt, the Supplier shall not agree to the cancellation of any Order for Special Order Goods.

2.8 Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. PRICE

3.1 The Price shall be as set out:

3.1.1 in the Collection Note or Delivery Note where applicable; or

3.1.2 as otherwise agreed between the parties from time to time.

3.2 The Price is exclusive of transportation and insurance costs and where the Supplier is responsible for delivery it shall be entitled to invoice the Customer for the costs of delivery as an Additional Charge.

3.3 All Prices quoted are exclusive of VAT or any other sales tax which will be charged at the rate in force at the time of despatch.

3.4 The Supplier reserves the right to charge the Customer, for any additional work undertaken over and above that which would have been otherwise required, (including any expenses or financial penalties incurred by the Company) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to the Supplier too late to enable it to meet a deadline.

4. PAYMENT TERMS

4.1 The payment terms in this Condition 4 apply save to the extent that they are inconsistent with any specific payment terms agreed in writing between the Supplier and the Customer.

4.2 The Supplier shall be entitled to invoice the Customer for the Price and, where applicable, any Additional Charges at any time from when the Goods (or part thereof) are made available for collection or despatched for delivery and if any Additional Charges arise following the issue by the Supplier of the invoice, the Supplier shall be entitled to invoice the Customer for any Additional Charges as and when they arise.

4.3 The Customer shall make payment for the Price, where applicable any Additional Charges in Sterling in cash, by electronic transfer, debit or credit card or by cheque. The Supplier shall be entitled to charge the Customer a surcharge where payment is made by credit card any payment received by the Supplier in any other currency or by any other payment method will not be deemed to be payment for the Goods. Payment will not be deemed payment for the Goods unless and until it is received in full and in cleared funds.

4.4 The Customer shall pay each invoice from the Supplier without any set-off or other deduction on the later of:

4.4.1 collection or delivery of the Goods; or

4.4.2 in accordance with any credit terms agreed by the Supplier in writing.

4.5 The Supplier's invoices shall be payable in accordance with these Conditions, notwithstanding that collection or delivery of the Goods may not have taken place and the property in the Goods may not have passed to the Customer. The time of payment of the Supplier's invoices shall be of the essence of the Contract.

4.6 If the Customer either fails to pay in full any invoice from the Supplier by the due date for payment or exceeds the maximum outstanding credit facility agreed by the Supplier in writing, without prejudice to any other right or remedy the Supplier may have:

4.6.1 all invoices issued by the Supplier under the Contract (or in relation to any other contract which may exist between the parties) shall immediately fall due for payment;

4.6.2 the Supplier shall be entitled (without prejudice to any other right or remedy it may have) to:

4.6.2.1 cancel or suspend any further deliveries to the Customer under any order;

4.6.2.2 sell or otherwise dispose of any Goods (or goods supplied under any other contract which may exist between the parties) whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment or reduction in the excess over the maximum credit facility;

4.6.2.3 interest at the rate of 8% over the base rate of the Bank of England from the date payment fell due to the date of payment, pursuant to the Late Payment of Commercial Debts (Interest) Act 1988, as amended;

4.6.2.4 compensation for each invoice late paid pursuant to the Late Payment of Commercial Debts Regulations 2002, as amended

4.6.2.5 Debt recovery costs for our debt recovery company Final Demand Limited, pursuant to the Late Payment of Commercial Debts Regulations 2013.

4.6.2.6 by notice to the Customer, unilaterally vary the Customer's credit available and/or payment terms for future contracts.

4.7 Unless otherwise agreed in writing by the Supplier, all queries from the Customer regarding any invoice must be received prior to the required payment date in Condition 4.4.

5. PACKAGING

5.1 The packaging of Goods shall be entirely at the discretion of the Supplier and the Supplier shall have the right to pack all Goods in such manner and in such quantities as the Supplier thinks fit and shall not be obliged to comply with any packaging requests or instructions from the Customer unless agreed by the Supplier and the Customer in writing.

5.2 Where it is agreed that the Supplier shall package the Goods in a manner requested by the Customer and such packaging is in addition to that normally used by the Supplier, Additional Charges will be payable by the Customer and will appear separately on the invoice, to be payable in accordance with Condition 4 above.

6. RISK AND TITLE

6.1 Risk of damage to or loss of the Goods shall pass to the Customer:

6.1.1 at the time of collection or delivery in accordance with Condition 7; or

6.1.2 if the Customer wrongfully fails to collect or take delivery of the Goods, in accordance with Condition 7, risk shall pass to the Customer at the time when the Goods were made available for collection or the Supplier tendered delivery of the Goods.

6.2 Notwithstanding collection or delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of:

6.2.1 the Price and any Additional Charges; and

6.2.2 all other sums payable by the Customer to the Supplier for which payment is then due.

6.3 Until such time as title in the Goods passes to the Customer:

6.3.1 the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Supplier's property, but shall be entitled to resell or use the Goods in the ordinary course of its business;

6.3.2 if Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Supplier; and

6.3.3 the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and if the Customer fails to do so forthwith, to enter upon any premises where the Goods are stored and mark identify and repossess the Goods and the Customer grants to the Supplier, its agents, contractors and employees an irrevocable right to enter onto premises for such purposes.

6.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

7. DELIVERY

7.1 The Goods shall be delivered:

7.1.1 when they are collected by the Customer or its representative from the Supplier's principal place of business; or 7.1.2 where the Supplier is responsible for delivery when they are delivered to the kerbside of the address in the Order or as otherwise agreed by the parties from time to time and where the Supplier is responsible for delivery it shall be entitled to recover the costs of delivery from the Customer as an Additional Charge in accordance with Condition 4.

7.2 The Supplier shall reasonably endeavour to make the Goods available for collection or deliver the Goods on the date(s) agreed between the parties from time to time ("Anticipated Delivery Date"), but such Anticipated Delivery Date shall be approximate only and the time the Goods are made available for collection or delivery shall not be of the essence.

7.3 The Supplier shall have the right to make available for collection or deliver Goods ordered in instalments.

7.4 In the event that the Supplier is unable for any reason to make the Goods available for collection or fulfil any delivery of the Goods on any Anticipated Delivery Date the Supplier shall not be deemed to be in breach of contract or have any liability to the Customer. Failure by the Supplier to make available for collection or deliver any one or more of the instalments on any Anticipated Delivery Date or any claim by the Customer in respect of the Goods collected or delivered in any one or more instalments shall not entitle the Customer either to treat the Contract as a whole as repudiated or to reject or refuse to collect or take delivery of any of the Goods made available for collection or delivered in any other instalment.

7.5 If the Customer fails to collect the Goods or take delivery of the Goods (otherwise than by reason of the Supplier's fault) or fails to give the Supplier adequate instructions for collection or delivery then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

7.5.1 store the Goods until the Goods are collected or until actual delivery and charge the Customer for the costs (including insurance) of storage and redelivery; or

7.5.2 sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) charge the Customer for any shortfall below the Price and any Additional Charges under the Contract.

7.6 The Customer shall accept delivery of the Goods and shall assist the Supplier or the Supplier's carrier in unloading the Goods. If there is no representative of the Customer at the point and time of delivery unless otherwise agreed in writing between the parties the Goods shall be conclusively deemed to be satisfactorily delivered when they are unloaded by the Supplier or the Supplier's carrier and delivered to the kerbside of the address in the Order or such other address as otherwise agreed in writing between the parties.

7.7 The Supplier's agents in writing from time to time. The Customer shall be charged for wasted time at the Supplier's standard rate and for any other expenses incurred by the Supplier for:

7.6.1 any delay in unloading howsoever caused, including without limitation, the Customer's inability to assist the Supplier or the Supplier's carrier in unloading the Goods; and/or

7.6.2 each repeat delivery where the Supplier or the Supplier's carrier leaves the delivery point and subsequently returns to the delivery point with the Goods as a result of the Customer's inability or unwillingness to accept delivery of the Goods.

7.7 The Supplier shall not be liable to the Customer in writing of any short of Goods collected or delivered, or any non-delivery of the Goods, within 2 Working Days of collection or delivery or, in the event of non-delivery, of the Anticipated Delivery Date. The Supplier shall be entitled to make good any shortage or non-delivery of the Goods.

7.8 The Customer shall notify the Supplier immediately in writing and in any event within 5 Working Days of discovery of any alleged damage caused by the Supplier or the Supplier's carrier to property at the delivery point.

7.9 Upon collection or delivery the Customer or its representative shall:

7.9.1 where applicable:

7.9.1.1 quote the Customer's account number and unique order reference number; and/or

7.9.1.2 confirm that the registration number of the collection vehicle corresponds with any agreed between the parties; and

7.9.2 sign the Delivery Note or Collection Note as applicable which shall constitute conclusive evidence that collection or delivery has been made and if for any reason the Customer or its representative is unable to satisfy the requirements of this Condition 7.9 the Customer will have failed to collect or take delivery of the Goods in accordance with this Condition 7 and the provisions of Condition 7.5 shall apply.

8. SUPPLIER WARRANTIES AND LIABILITY

8.1 The Supplier shall reasonably endeavour to transfer the benefit of any warranty or guarantee given by the manufacturer of the Goods to the Customer and the Supplier's warranty shall be limited to such.

8.2 Subject to the Conditions set out below the Supplier warrants that on collection or delivery the Goods will be free from material defects in materials or workmanship.

8.3 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, the Supplier makes no warranty as to the fitness of the Goods for any particular purpose even if that purpose is stated in the Customer's Order. This exclusion includes recommendations or advice from the Supplier to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness of the Goods for the purposes for which they are intended.

8.4 The Supplier shall not be liable for a breach of the warranty in Condition 8.2 unless:

8.4.1 the Customer gives written notice of the defect to the Supplier and if the defect is as a result of damage in transit gives written notice to the Supplier or the Supplier's carrier within 2 working days of receipt specifying the serial number (where applicable), details of the defect and delivery date. In the event of a defect which is not apparent on collection or delivery the Customer shall inform the Supplier of such defect as soon as possible and in any event no later than 2 working

days following discovery and in any event by no later than 1 month from collection or delivery of the Goods; and

8.4.2 the Supplier is given a reasonable opportunity after receiving the notice of examining the Goods and the Customer complies with any request from the Supplier to return Goods to the Supplier's place of business at the Customer's cost for examination to take place there. The reasonable cost of packaging and carriage of returned Goods incurred by the Customer will be reimbursed by the Supplier if the Goods are found to be damaged or defective.

8.5 The Supplier shall not be liable for breach of the warranty under Condition 8.2 if:

8.5.1 the Customer makes further use of the Goods after giving notice under Condition 8.4; or

8.5.2 the defect arises because the Customer has failed to follow the Supplier and/or the manufacturer's instructions (whether oral or in writing) as to the storage, installation, commissioning, proper use and maintenance of the Goods; or 8.5.3 the Customer alters or repairs the Goods without the written consent of the Supplier.

8.6 Where any valid claim in respect of the Goods is made by the Customer the Supplier shall be entitled at its option to:

8.6.1 replace, or repair or correct the Goods (or the part in question) found not to conform to warranty;

8.6.2 at the Supplier's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Goods found not to conform to warranty and subject to Conditions 8.7 and 8.8 the Supplier shall have no further liability to the Customer.

8.7 Subject to Condition 8.8 the Supplier's liability in connection with the sale of Goods shall be as follows:-

8.7.1 in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Supplier, its employees, agents or contractors, the Supplier's liability shall be limited to an amount of £5,000.000 in respect of each incident or series of connected incidents;

8.7.2 in respect of all other direct loss (whether in contract, tort or otherwise) the Supplier's liability shall be limited to the Price; and

8.7.3 in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any type of consequential, special or indirect loss the Supplier's liability shall be nil.

8.8 Nothing in these Conditions seeks to limit the Supplier's liability for death or personal injury in respect of which the Supplier's liability shall be unlimited.

8.9 Subject to Condition 8.8 the Supplier shall have no liability under the provisions of these Conditions or otherwise if the Goods have not been paid for by the due date for payment in accordance with Condition 4.4.

8.10 Any claim by the Customer under this Condition 8 shall not entitle the Customer to withhold or delay payment in respect of any other Goods (or goods supplied under any other contract) in respect of which no such claim has been made whether or not those Goods form part of the same consignment.

9. TERMINATION

9.1 Without prejudice to any other right or remedy available to it, whether under the Contract or otherwise, either party shall be entitled to terminate the Contract with immediate effect if:-

9.1.1 the other party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the other party; or

9.1.3 the other party ceases, or threatens to cease, to carry on business; or

9.1.4 it reasonably apprehends that any of the events mentioned above is about to occur in relation to the other party and notifies the other party accordingly.

9.2 Without prejudice to any other right or remedy available to it, whether under the Contract or otherwise, the Supplier may terminate the Contract at any time by written notice to the Customer if the Customer:

9.2.1 has not paid the Price (or part thereof) or any Additional Charges; or 9.2.2 exceeds any agreed credit facility and such amount remains outstanding for 30 days.

9.3 On termination for any reason:

9.3.1 the Customer shall immediately pay to the Supplier all outstanding invoices and interest and, in respect of any part of the Price or Additional Charges payable by the Customer but for which no invoice has been submitted, the Supplier may submit an invoice will shall be payable immediately on receipt; and

9.3.2 the Customer shall immediately pay to the Supplier all sums owing on any credit facility notwithstanding that such sums would not be due if it were not for termination; and

9.3.3 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10. FORCE MAJEURE

10.1 The Supplier shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Supplier's reasonable control such as (but without limitation) any strike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of supplier or sub-contractors.

11. THIRD PARTY RIGHTS

11.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

12. NOTICE

12.1 Notice given under the Contract shall be in writing to that other party to the address, e-mail address or fax number as the relevant party may notify to the other party. Notices sent by first class post shall be deemed served on the next Working Day following posting where the recipient's address is in the United Kingdom, or 7 Working Days following posting where the recipient's address is outside of the United Kingdom. Any notice delivered personally shall be deemed served at the time of personal

delivery, provided that the same occurs on a Working Day. Any notice sent by fax or email shall be deemed served at the time of transmission provided that the same occurs on a Working Day and between the hours of 9.00a.m. to 5.00p.m. Greenwich Mean Time, and if it does not shall be deemed served on the next Working Day. To prove service it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party, by e-mail to the address of the party or in the case of post, that the envelope containing the notice was properly addressed and posted.

13. ENTIRE AGREEMENT

13.1 Each Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14. NO PARTNERSHIP OR AGENCY

14.1 This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressed provided for in these Conditions. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

15. ASSIGNMENT

15.1 The Supplier may assign the Contract or any part of it to any person.

15.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

16. SEVERANCE

16.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

17. WAIVER

17.1 No waiver or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. LAW AND JURISDICTION

18.1 The Contract shall be governed by the laws of England, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

19. CUMULATIVE REMEDIES

19.1 All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.

1 INTERPRETATION

In these conditions the following words have the following meanings:
"Consumer" an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire or sale of Goods;
"Customer" means the person, firm, company or other organisation hiring Hire Goods or purchasing Sale Goods;
"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;
"Digital Content" means data which is produced and supplied in digital form;
"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
"Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired or sold to the Customer;
"Hire Period" means any goods which are hired to the Customer;
"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events:
(i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or
(ii) the physical repossession or collection of Hire Goods by the Supplier;
"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
"Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
"Sale Goods" means any Goods which are sold to the Customer;
"Supplier" means Frank Key Tool Hire Limited, 22a Portland Street, Nottingham, NG5 6BL.

14.4 Customer service team on 01422 254999, email customercare@frank-key.co.uk at the address stated at the end of these terms and will include its employees, servants, agents and/or duly authorised representatives;
"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire or sale of Goods including any delivery and/or collection service in respect of the Goods.

2 BASIS OF CONTRACT

2.1 Goods are hired or sold subject to them being available for hire or sale to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods being unavailable for hire or sale where the Goods are unavailable due to circumstances beyond the Supplier's control.
2.2 Where hire of the Hire Goods is to a Customer who is an individual, unincorporated entity or a two (2) or three (3) partner business, and the hire would be covered by the Consumer Credit Act 1974, the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974. In such circumstances, the Customer shall return the Hire Goods to the Supplier on the final day of the 3 month Hire Period. If the Customer fails to do this then it shall be liable for any financial loss which this causes the Supplier.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a Consumer. Where the Customer is acting as a Consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centres.

3 FAULTY GOODS, DIGITAL CONTENT AND/OR SERVICES

3.1 Where the Customer deals as a Consumer, the Supplier is under a legal duty to supply Goods, Digital Content and Services that are in conformity with the contract between the parties. In such circumstances, the Customer has legal rights in relation to Goods and Digital Content that are, for example, faulty or not as described and in relation to Services that are, for example, not carried out with reasonable skill and care, or if the materials used to carry out the Services are faulty or not as described.
3.2 Advice about Customers' legal rights where they deal as a Consumer is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these conditions will affect these legal rights.

4 PAYMENT

4.1 The amount of any Deposit, Rental, monies for Sale Goods and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods.

4.2 The Customer and/or pay a Deposit, Rental, charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract to the Supplier at the time and in the manner agreed. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.
4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

4.4 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/deed) on the amount unpaid at the rate applied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.

4.5 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4.6 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if following it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

4.7 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

5 RISK, OWNERSHIP AND INSURANCE

5.1 Risk in the Goods will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

5.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Sale Goods remains with the Supplier until all monies payable to the Supplier by the Customer for the Sale Goods have been paid in full.

5.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall-
5.4.1 hold the Sale Goods on a fiduciary basis as the Supplier's bailee;
5.4.2 maintain the Sale Goods in satisfactory condition; and
5.4.3 keep the Sale Goods insured against all risks for their full price from the time they leave the physical possession or control of the Supplier.

5.5 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

5.6 The Supplier may provide reasonably priced insurance in respect of the Hire Goods at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

6 DELIVERY, COLLECTION AND SERVICES

6.1 It is the responsibility of the Customer to collect the Goods from the Supplier, and, in the case of Hire Goods, return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver Goods to and/or collect the Hire Goods from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.

6.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days' notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 5 working days of the Customer notifying the Supplier that the Hire Goods are ready for collection whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

6.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are found to be negligent by a court with jurisdiction to make such finding pursuant to clause 14.8.

6.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub- contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

6.5 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a Consumer and the delay is due to a Force Majeure event.

7 CARE OF HIRE GOODS

7.1 The Customer shall:
7.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;
7.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
7.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

7.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;
7.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

7.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
7.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of the Services;
7.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

7.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
7.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

7.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.
7.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

8 BREAKDOWN

8.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.
8.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

8.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
8.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

9 LOSS OR DAMAGE TO THE HIRE GOODS

9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.

9.2 In respect of any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period the Customer will:-
9.2.1 pay to the Supplier the new replacement cost for any Hire Goods less than twelve (12) months old from first registration; and/or
9.2.2 reimburse the Supplier for any loss or costs suffered or incurred by the Supplier for any Hire Goods more than twelve (12) months old from first registration, less the amount paid to the Supplier under any policy of insurance and/or Deposit in respect of the Hire Goods.

9.3 The Customer shall remain liable to pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair.

9.4 In addition to the obligation in clause 9.3 to pay the Rental, from the date the Customer notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair until the date the Customer makes a payment to the Supplier for the replacement of the Hire Goods in accordance with clause 9.2 ("Lost Rental Period"), the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods during the Lost Rental Period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible once it has received payment from the Customer under clause 9.2 above.

10 STATUTORY CANCELLATION RIGHT FOR CONSUMERS

10.1 The provisions of this clause 10 only apply to Customers who are a Consumer for the purpose of any hire or purchase from the Supplier.

10.2 Subject to clauses 10.4 and 10.5, in the case of all Contracts for Sale Goods and those Contracts for Hire Goods where the Hire Period does not have a fixed duration, the Customer shall, in accordance with its rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, have the right to cancel the Contract by writing to the Supplier at the address stated at the end of these terms, without incurring any charge or Liability within 14 days of the day following the date on which the Goods come into the physical possession of the Customer.

10.3 Where a Customer exercises its right to cancel under clause 10.1 and has made payments in advance for Goods and/or Services that have not been provided to it, then the Supplier will refund these amounts to the Customer:

10.3.1 within 14 days of receipt of the Goods which have been returned by the Customer; or
10.3.2 (if earlier) within 14 days after the day the Customer provides evidence that they have returned the Goods; or

10.3.3 if no Goods have been provided by the Supplier, 14 days after the day on which the Supplier is informed of the Customer's decision to cancel the Contract.

10.4 Where the Customer deals as a Consumer and requests in writing that the Supplier begins provision of the Services within the cancellation period set out in clause 10.1, then the Customer's right to cancel the Contract without incurring any charge or Liability will expire once the Supplier has completed the provision of the Services. If the Customer cancels the Contract once the Supplier has begun to provide the Services it shall be liable for all costs reasonably incurred by the Supplier in providing the Services up to the point the Supplier is informed of the Customer's decision to cancel the Contract.

10.5 Where the Contract is with a Consumer and:

10.5.1 is for the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities; and
10.5.2 provides for a specific date or period of performance, the Consumer will not have a right to cancel the Contract without incurring any charge or Liability to the Supplier.

10.6 Where a Customer cancels the Contract under this clause 10, it shall return any Goods which the Supplier has provided to it at its own cost, unless otherwise expressly agreed in writing.

11 TERMINATION BY NOTICE

11.1 If the Hire Period has a fixed duration, then subject to the provisions of clause 12 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.

11.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.

11.3 If no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.

11.4 If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.

11.5 The rights set out in this clause 11 are in addition to any rights the Customer may have under clause 10 (and any other legal rights).

12 DEFAULT

12.1 If the Customer:

12.1.1 fails to make any payment to the Supplier when due without just cause;
12.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
12.1.3 persistently breaches the terms of the Contract;
12.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
12.1.5 pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a bankruptcy petition/petition for sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
12.1.6 being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
12.1.7 appears to the Supplier (acting reasonably) due to the Customer's credit rating to be financially incapable of meeting its obligations under the Contract; and/or
12.1.8 appears to the Supplier (acting reasonably) to be about to suffer any of the above events;

then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 12.2 below.
12.2 If any of the events set out in clause 12.1 above occurs in relation to the Customer then:-

12.2.1 except where the Customer is acting as a Consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where the premises are owned by the Supplier may be and repossess any Goods;

12.2.2 the Supplier may suspend the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

12.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
12.2.4 "all monies owed by the Customer to the Supplier shall immediately become due and payable.

12.3 Any repossession of the Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

12.4 Upon termination of the Contract the Customer shall immediately:-
12.4.1 return the Goods to the Supplier or, as requested by the Supplier, make the Goods available for collection by the Supplier or its authorised representatives (the Customer granting or procuring for the Supplier or its authorised representative the right to enter the site without trespass) ; and

12.4.2 pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Sale Goods and/or any other sums payable under the Contract including, but not limited to, the cost of returning the Goods.

13 LIMITATIONS OF LIABILITY

13.1 "All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

13.2 "If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.

13.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.

13.4 "The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services have not been paid in full by the due date for payment.

13.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

13.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

13.7 "The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

13.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-

13.8.1 "consequential losses;
13.8.2 economic and/or other similar losses;
13.8.3 business interruption, loss of business, contracts and/or opportunity including loss of profits and/or damage to goodwill; and/or
13.8.4 special damages and indirect losses however so arising.

13.9 "The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental or monies payable for Sale Goods, in addition to charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.

13.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:-

13.10.1 Liability for breach of contract;
13.10.2 "Liability in tort/delict (including negligence); and
13.10.3 "Liability for breach of statutory and/or common law duty; except clause 13.9 above which shall apply once only in respect of all the said types of Liability.

13.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

14 GENERAL

14.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 4.5, 7, 8, 9.1, 9.3 and shall continue in full force and effect.

14.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

14.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

14.4 When dealing as a Consumer, if the Customer has any questions or complaints it may contact the Supplier by telephoning its customer service team on 01422 254999 or by e-mail it at customercare@frank-key.co.uk.

14.5 "The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

14.6 "No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

14.7 The Supplier shall have no Liability to the Customer for any delay and/or non-performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

14.8 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.

14.9 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

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