



3SGROUP LTD HIRE RENTAL TERMS AND CONDITIONS

This AGREEMENT ("Agreement") concerns the hire of equipment between you as "the Hirer" and "3SGroup" as "the Supplier" of equipment and software. These terms and conditions do not affect your statutory rights as a consumer.

1. The Hirer's responsibilities

- a. The Hirer is solely responsible for the management and control of all its outdoor activity undertaken and shall recognise that any outdoor activity is subject to risk for which the Hirer is solely responsible.
- b. The Hirer shall not place any reliance on the use of 3SGroup Tracking equipment to ensure safety of individuals or groups; the Hirer shall indemnify 3SGroup against any claims against any failure of 3SGroup Tracking systems howsoever caused.

2. Limited Warranty

- a. 3SGroup Tracking equipment is thoroughly tested prior to delivery; 3SGroup do not warrant the performance of any equipment supplied and are not responsible for any faults or failures of the equipment supplied. Software is supplied on an as-is basis and there is no guarantee of performance or accuracy of the software.
- b. The hirer shall promptly notify 3SGroup of any faulty or incomplete equipment which 3SGroup will endeavour to replace.

3. Hire Period & Returns

- a. Hire periods are for seven-days unless otherwise stated on the invoice or separately agreed in writing with 3SG. Failure to return hires within the allocate hire period may result in additional charges being applied at the sole discretion of 3SG.
- b. The cost of hire returns is not included in the hire fee and is the responsibility of the Hirer to return the equipment in a prompt and suitable manner.

4. Care of equipment

- a. The Hirer will be responsible for the care and security of the equipment during the hire period. The equipment will be always under the control of the Hirer from delivery to return and the Hirer shall ensure that the equipment is used safely and without risk to health and is not used for any purpose for which it is not designed.
- b. The Hirer shall be responsible for and shall indemnify 3SGroup against all loss or damage caused by or to the equipment from any cause whatsoever.
- c. The Hirer is not permitted to take the equipment to a location outside the United Kingdom, without prior written agreement from 3SGroup.
- d. The Hirer agrees to pay all direct, indirect and/or consequential costs incurred by 3SGroup for damage to any equipment or software.

5. Events beyond 3SGroup's control

- a. 3SGroup shall have no liability to the Hirer for any failure to deliver the equipment or goods ordered by the Hirer or any delay in doing so or for any damage or defect to equipment or goods that is caused by any event or circumstance beyond 3SGroup's reasonable control including, without limitation, strikes, lock outs and other industrial disputes, breakdown of systems or network access, flood, fire explosion or accident.

6. General Terms

- a. Save as precluded by law, 3SGroup will not be liable to the Hirer for any indirect or consequential loss, damage, injury to person(s) or property or expenses (including loss of profits, business or goodwill) howsoever arising out of any problems the Hirer notifies (or not) to 3SGroup and 3SGroup shall have no liability to pay any money to the Hirer by way of compensation other than to refund to the Hirer the amount paid by the Hirer for the Hire Charge.
- b. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to limit any rights the Hirer might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit 3SGroup's liability to the Hirer for any death or personal injury resulting from 3SGroup's negligence.

7. Entire Agreement

- a. This Agreement forms the entire agreement between the parties.

8. Law & Jurisdiction

- a. This Agreement shall in all respects be governed by and construed under English Law and each of the parties hereto submits to the jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.

9. Acceptance

- a. The terms and conditions of this agreement are deemed accepted upon payment of invoice for tracking hires.