STANDARD TERMS & CONDITIONS

Equipment hire, temporary power, fuel supply and engineering services | Business customers only | 10 November 2026

1. Agreement, scope and precedence

These conditions apply only to contracts with business customers acting wholly or mainly for purposes of their trade, business, craft or profession. They are not intended for consumer hires. Project Power must identify any proposed consumer hire before acceptance and issue appropriate separate terms; nothing in these conditions excludes statutory consumer rights. An order accepted in writing, or delivery/acceptance following a quotation, forms the contract between Project Power Limited ("Project Power") and the customer ("Hirer"). The agreed quotation, written project-specific variations and these conditions form the contract, in that order. Customer purchasing terms apply only if expressly accepted in writing by an authorised Project Power representative. Equipment is subject to availability. Quotations remain valid for the period shown; otherwise seven days, excluding fuel prices.

2. Hire period, charges and minimum hire

Unless expressly stated otherwise in the quotation or written order confirmation, the minimum hire period for equipment is one week, and the minimum one-week hire charge applies even where the equipment is used or returned earlier. Hire commences on the agreed dispatch or delivery date stated in the quotation and continues until valid off-hire and return/collection in accordance with clause 12. Weekly rates apply regardless of use, including nights, weekends and holidays, unless the quotation expressly provides a limited-hours or standby rate. Permitted running hours and excess-hour charges are as quoted; no unlimited-hours allowance is implied. Hire, transport, fuel, engineering, consumables and sale-or-return items are separate charge categories.

3. Equipment condition, location and permitted use

Equipment will be supplied serviced, tested and suitable for the agreed specification. The Hirer must inspect on receipt and promptly notify visible damage, shortages or apparent defects, preferably within 24 hours; this does not waive rights for latent defects. Equipment must be used only by competent personnel, within rated capacity and the manufacturer's instructions. The Hirer must not modify, relocate within the site, move to another site, sub-hire or allow unauthorised repairs without prior written approval. Unauthorised movement may affect the suitability of the original installation, invalidate applicable manufacturer warranty or agreed service support to the extent caused by that movement, and require a chargeable inspection, recommissioning or visit to restore compliance with the agreed hire arrangements. Charges must be reasonable and notified where practicable.

4. Site access, unloading and safety

The Hirer must provide safe, level and suitable hardstanding with adequate ground-bearing capacity for the delivery vehicle, outriggers, lorry-loader/HIAB operations and equipment, together with clear access, ventilation, barriers, protection and security. The Hirer must disclose hazards, underground/overhead services, restrictions, permits and lifting requirements in advance. Unless otherwise agreed following a site assessment, the designated equipment set-down position should be within approximately 5 metres of a safe, accessible lorry-loader vehicle position; this is a planning requirement, not a guaranteed lifting radius or capacity. All lifts remain subject to the vehicle's load chart, actual load, reach, ground conditions and the competent operator's assessment. The Hirer must ensure the ground is suitable and identify buried voids or services; Project Power may refuse an unsafe lift. Site-specific lifting must comply with applicable law, including LOLER where relevant. Reasonable costs arising from unsuitable access, waiting, aborted visits, recovery, permits or specialist lifting may be charged. Any site survey is chargeable only if quoted.

5. Electrical connections and installation

The Hirer must provide accurate load details, earthing arrangements, connection information and safe isolation/access. Electrical installation, testing and certification are included only where expressly quoted. No generator, BESS or distribution equipment should be connected or energised except by competent authorised persons. The Hirer is responsible for downstream site distribution and compliance except to the extent Project Power expressly undertakes that scope.

6. Critical applications and resilience

Generators are mechanical and electrical machines and may stop or fail unexpectedly. A single generator must not be regarded as a guaranteed or uninterrupted power supply. For hospitals, life-safety, continuous processes and other critical loads, Project Power recommends a documented resilience assessment and suitable standby arrangements (such as N+1 synchronised generation, AMF standby and, where appropriate, BESS/UPS). Redundancy, automatic changeover, fuel contingency, monitoring and any guaranteed service level must be expressly included in the agreed design and quotation. This clause does not exclude liability that cannot lawfully be excluded.

7. Fuel, AdBlue and fuel management

Fuel and AdBlue are charged separately unless the quotation states otherwise. Prices may change with supplier costs, tax and market conditions; the applicable price and any management/delivery charges will be confirmed for each supply. Project Power may provide initial internal-tank fuel on a sale-or-return basis where expressly stated; unused clean fuel credits are subject to agreed measurement and return conditions. Fuel in external tanks is not automatically refundable. The Hirer must use approved grades, prevent contamination, keep tanks secure and comply with environmental requirements. Damage, disposal and cleaning caused by contaminated or incorrect fuel supplied by the Hirer are chargeable. Out-of-hours and weekend refuelling may incur additional charges. Fuel management applies only where separately agreed in writing.

8. Servicing, inspections and breakdowns

Routine servicing and support during standard working hours are included only to the extent described in the quotation. Out-of-hours breakdown attendance and engineering support are included in the hire rate only where the quotation expressly identifies an Unlimited Hours tariff that includes that support; otherwise applicable call-out, labour, travel and related charges may apply, subject to the quotation and the engineering schedule. An Unlimited Hours tariff does not itself mean guaranteed uninterrupted supply. The Hirer must carry out basic daily checks and allow safe access for planned maintenance, testing and repairs. Servicing may require a shutdown; uninterrupted power requires separately quoted standby capacity. Faults, damage or unsafe operation must be reported immediately and equipment stopped where necessary. Project Power will use reasonable efforts to repair or replace equipment affected by inherent faults; a pro-rata hire allowance for the affected equipment will apply for verified downtime attributable to an inherent fault, measured from notification and reasonable confirmation until repair or replacement restores availability; any agreed standby or alternative supply will be taken into account. No allowance applies to misuse, contaminated fuel, site faults, denied access or events outside reasonable control.

9. Loss, damage and insurance

From delivery until safe collection or return, the Hirer must protect equipment against theft, vandalism, fire, accidental damage and misuse, except to the extent caused by Project Power’s negligence or breach and subject to applicable law. The Hirer must maintain hired-in plant/all-risks insurance covering the full replacement value of all equipment supplied (as notified by Project Power), including associated cables, distribution, tanks and accessories, and provide evidence on request. Insurance must remain in place after off-hire until equipment is actually collected or returned. Project Power will endeavour to collect within two working days of an agreed, valid off-hire date, but collection may take up to five working days, subject to reasonable operational circumstances and any specific collection agreement. Where delay beyond that period is attributable to Project Power, the parties will act reasonably to address any additional insurance cost or risk; this provision does not transfer liability for Project Power’s own negligence or breach. The Hirer pays reasonable repair/replacement and recovery costs for loss or damage for which it is responsible, less fair wear and tear. Hire or an agreed loss-of-hire charge may continue while equipment is unavailable following such loss, on a reasonable evidenced basis.

10. Transport and waiting time

Delivery, collection, cranes, HIAB and other transport are charged as itemised. Standard deliveries assume suitable hardstanding, adequate ground-bearing capacity and unobstructed access in accordance with clause 4. Additional waiting time is £65 per hour excluding VAT where delay is attributable to the Hirer, unless a different rate is quoted. Aborted collection, off-road recovery and site-related transport costs may be charged at reasonable actual cost. Any proposed collection charge is an estimate until confirmed.

11. Sale-or-return goods

Items specifically marked “sale or return” (for example earth rods and generator key sets) are not weekly hire items. Full sale value may be invoiced initially; a credit will be issued for unused, undamaged, complete items returned within the agreed period, subject to inspection. Used, missing, damaged or non-returnable items remain chargeable. The quotation must identify each such item and its unit price.

12. Off-hire, collection and cancellation

Off-hire must be requested in writing to the account manager or contact stated on the quotation and acknowledged by Project Power. Unless otherwise agreed, seven working days’ notice applies to indefinite hire, subject to the one-week minimum hire and any longer agreed minimum term. Equipment must be disconnected, accessible, safe and ready for collection at the agreed time. Project Power will endeavour to collect within two working days of the agreed off-hire date, but collection may take up to five working days as described in clause 9. Where collection is prevented by the Hirer, hire charges and reasonable repeat-visit costs may continue. After valid off-hire, no further ordinary hire charge accrues solely because Project Power has not yet collected, unless expressly agreed otherwise; the Hirer must continue reasonable safeguarding and insurance pending collection, subject to clause 9. Cancellation before dispatch may incur reasonable evidenced committed costs; early termination of a fixed minimum period may attract the balance expressly agreed in the quotation, subject to applicable law.

13. Payment, invoicing and VAT

Invoices are issued at month end or at the agreed hire billing point, with fuel normally invoiced on delivery. Payment is due within 30 days of invoice unless otherwise agreed in writing. All prices exclude VAT. Invoice queries should be raised promptly, preferably within 14 days. Project Power may claim statutory interest and recovery costs on overdue business debts where legally available, and may suspend further supply following appropriate written notice and subject to applicable law.

14. Liability and events beyond control

Neither party excludes liability for death or personal injury caused by negligence, fraud or any liability that cannot lawfully be excluded. Subject to those exceptions, Project Power is not responsible for indirect or consequential losses, lost profits or production interruptions, except to the extent expressly accepted in the quotation and only where such exclusions are lawful and reasonable. Neither party is liable for failure caused by events beyond reasonable control, but must notify the other promptly and mitigate effects. Material cost or scope changes require agreement or a lawful contractual variation.

15. Termination, disputes and governing law

A party may terminate for a material breach not remedied within a reasonable period after written notice, or immediately for a serious safety risk or insolvency event where lawful. Accrued charges and obligations concerning return, damage and payment survive termination. The parties will first seek prompt commercial resolution. English and Welsh law governs and courts of England and Wales have jurisdiction, without prejudice to any mandatory statutory adjudication right applicable to construction contracts. If a provision is unenforceable, the remaining provisions continue.

ENGINEERING & ADDITIONAL SERVICE CHARGES

Rates from Project Power engineering schedule. Excluding VAT; applicable only where chargeable and not already included in the agreed quotation.

Service	Charge
Standard engineering labour	£60.00 per hour
Out-of-hours engineering labour	£80.00 per hour
In-depot chargeable repairs	£40.00 per hour
Generator watchkeeping	£70.00 per hour
Parts	Cost plus 15%
Cleaning	£30.00 per hour
Out-of-hours servicing — Monday to Friday	£150.00
Out-of-hours servicing — weekends	£300.00
Installation sign-off, with certificate	£350.00
Mileage	£0.75 per mile

Charging clarification. Engineering, travel, servicing and additional service charges apply where stated in the quotation or where a chargeable service is requested or arises under these terms. Out-of-hours servicing charges and labour charges are separately chargeable only where identified in the quotation or agreed before the work. Out-of-hours breakdown support is included where expressly stated in an Unlimited Hours tariff; otherwise the agreed chargeable rates apply. All rates exclude VAT.