



Terms and Conditions

1. Definitions and Interpretation

"SKYNOX": SKYNOX Ltd, a company registered in England and Wales with company number 15176250.

"The Customer": The individual, firm, or company hiring or purchasing Equipment from us.

"The Equipment": Lighting towers, dust suppression units, generators, jet washers, and any other plant, machinery, accessories, or parts supplied by SKYNOX.

"The Contract": The agreement between SKYNOX and the Customer for the hire or sale of Equipment, incorporating these Terms and Conditions.

"The Hire Period": The period commencing when the Customer (or their representative) takes possession of the Equipment and ending only when a Unique Off-Hire Reference Number is issued by SKYNOX and the Equipment is returned or collected.

"Normal Wear and Tear": Minor deterioration caused by proper and intended use, strictly excluding damage due to misuse, neglect, lack of daily maintenance, or accidental impact.

2. Hire Charges and Usage Thresholds

Weekly Hire Rate: Equipment is hired at a weekly rate as specified in our quotation or invoice. Unless otherwise agreed in writing, the minimum hire charge is for one full week.

The 40-Hour Usage Cap: The standard weekly hire rate is strictly based on a maximum of 40 hours of engine or lamp operation per 7-day period.

Excess Usage (Double Shift) Surcharge: If the Equipment exceeds 40 hours of operation within any 7-day period, the Customer shall automatically be liable for an additional weekly hire charge (the "Double Shift Rate"). This second charge shall be equivalent to the standard weekly rate associated with that specific job.

Hour Meter Integrity: We reserve the right to verify usage via telemetry or physical hour meters. If any hour meter is found to be tampered with, disconnected, or obscured, the Customer shall be charged for 24-hour-a-day usage (168 hours per week) for the entire duration of the Hire Period.

Late Payment: All invoices are due within 30 days. Failure to pay on time will result in a late payment charge of 5% of the outstanding balance per week, assessed every 7 days from the due date until payment is received in full.

3. Delivery, Collection, and Aborted Charges

The Customer is responsible for ensuring the site is safe, accessible, and has suitable ground conditions for delivery and collection vehicles.

Cancellation > 24 Hours: If a delivery or collection is cancelled or postponed more than 24 hours before the scheduled time, the quoted delivery/collection charges remain payable in full as a preparatory cost.

Cancellation < 24 Hours: If cancelled within 24 hours of the scheduled time, the Customer shall pay the full delivery/collection charges plus 50% of the actual haulier/subcontractor costs incurred by SKYNOX.

On-Site Abortion: If delivery is refused or aborted while our vehicle is on-site (due to restricted access, unsuitable ground, or no authorised representative present), the Customer shall be liable for 100% of the delivery/collection charges, 100% of the haulier's costs, and all standing time or demurrage charges.

4. Mandatory Daily Maintenance and Fluid Liability

The Customer assumes full responsibility for the mechanical health of the Equipment during the Hire Period.

Daily Pre-Use Checks: The Customer must carry out and record daily checks before starting the Equipment. These checks include:

Engine oil level and condition.

Antifreeze/coolant level and condition.

Hydraulic fluid level and condition.

General inspection for leaks, loose parts, or unusual noises.

Reporting Requirements: If any fluid level is found to be low, or if a leak is detected, the Customer must immediately cease operation and notify SKYNOX.

Absolute Liability for Neglect: If the Equipment suffers an engine seizure, component failure, or mechanical breakdown due to the Customer's failure to maintain fluid levels or report a known leak, the Customer shall be solely liable for 100% of the costs of:

Full engine/component replacement or repair.

All labour and recovery charges.

Environmental cleanup costs for spills.

Continued hire charges (downtime) for the duration the machine is out of service for repair.

5. Formal Off-Hire Procedure

The Unique Reference Number: The Hire Period does not end until the Customer contacts SKYNOX and receives a Unique Off-Hire Reference Number. Verbal or informal notifications are not valid.

The 12:00 Noon Cut-off: To avoid being charged for an additional day, the Customer must notify SKYNOX of the off-hire before 12:00 noon on the working day prior to the required end date.

Notifications received after 12:00 noon will be processed for the following working day.

Risk and Insurance: The Customer remains responsible for the safekeeping and insurance of the Equipment until it is physically collected by SKYNOX, regardless of whether an off-hire number has been issued.

6. Special Conditions for Specific Equipment

Lighting Towers: Masts must be lowered in wind speeds exceeding 80 km/h, whenever the unit is not in use, and during all transport. The Customer is liable for all damage caused by a failure to lower the mast.

Jet Washers: 1. Water Quality: Only clean, filtered water must be used. Damage caused by blockages from dirty water is the Customer's liability. 2. Winterization/Frost Protection: In temperatures below 5°C, the Customer must drain all water from the pump, coils, and lances when not in use and/or circulate Antifreeze through the system. The Customer is solely liable for any damage to pumps or heat exchangers caused by freezing.

Generators: The Customer must ensure proper grounding and adequate ventilation and must not exceed the rated KVA capacity of the unit.

Dust Suppression Units: Units must be fully drained of water during freezing conditions to prevent frost damage to the pump and pipework.

7. Fuel Policy

White Diesel Only: All diesel-powered Equipment must be run on White Diesel only (unless otherwise specified in writing). The use of incorrect or contaminated fuel will result in the Customer being charged for full fuel system drainage, cleaning, and repair.

Refuelling Surcharge: Equipment is supplied with a full tank and must be returned full. If Equipment requires refuelling upon return, a charge of £2.00 per litre will apply.

8. Loss, Theft, and Insurance

Insurance: The Customer must maintain comprehensive insurance covering the full replacement value of the Equipment.

Replacement Policy: 1. For Equipment less than three years old: The Customer shall pay the cost of a new replacement of identical specification. 2. For Equipment over three years old: Settlement shall be based on a depreciated value as determined by SKYNOX.

Continuing Hire: In the event of theft or total loss, hire charges remain payable at the agreed weekly rate until the settlement or replacement payment is received in full by SKYNOX.

9. Purchase of Equipment

Retention of Title: Ownership of Equipment sold by SKYNOX does not pass to the Customer until full payment is received. Until then, the Customer holds the Equipment as a Bailee and must store it separately and identifiably as SKYNOX property.

Warranty: We provide a 12-month warranty against defects in materials or workmanship (excluding consumables, wear parts, and misuse). Warranty claims must be made within 14 days of the defect arising.

10. Liability and Indemnity

Limitation of Liability: SKYNOX shall not be liable for any indirect or consequential losses, including but not limited to lost profits, loss of business, or site delays caused by Equipment breakdown.

Indemnity: The Customer shall indemnify and hold SKYNOX harmless against all claims, damages, or fines arising from the Customer's use, operation, or placement of the Equipment

11. Emergency Hire

Emergency hire equipment is available 24/7. Premium rates and emergency deposits will be confirmed at the time of booking. All standard maintenance and insurance clauses apply with full force to emergency hires.

12. Governing Law

This Contract and any dispute arising from it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts. Terms and Conditions

Customer Acknowledgement: By proceeding with the hire or purchase of equipment, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions.