

## TERMS AND CONDITIONS FOR HIRE OF EQUIPMENT

### 1. DEFINITION AND LAW

This document sets out the terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as ' the CONTRACT'.

The hired item(s) are those stated in the Contract and are hereinafter referred to as ' the EQUIPMENT'. 'The Hirer' is the person, firm, company, corporation, public authority or body taking the Suppliers Equipment on hire. The parties to the contract are, the Supplier of the Equipment and the Hirer named in the Contract and where applicable any person purporting to act on behalf of the Hirer. In these conditions 'Consequential Loss' shall include any loss of the Contracts or loss of profits whatsoever.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUCTED IN ACCORDANCE WITH THE LAW OF ENGLAND AND SHALL TAKE PRECEDENCE OVER ANY CONDITIONS DECREED BY THE HIRER.

### 2. CHARGES

The Hirer will pay the hire charge stated in the Contract. Hire charges will commence from the time stated in the Contract and will continue during the period of hire until the equipment is restored to the supplier in a clean and serviceable condition against the Supplier's receipt. All time is chargeable, including Saturday, Sunday and Bank Holidays etc. All charges are payable on demand. If payment is not made on the due date the Supplier will be entitled to interest on the amount that is due at the rate of 4.5% above the Base Rate of The National Westminster Bank PLC calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the Supplier. Any legal charges incurred in the recovery of money or Equipment will be paid by the Hirer.

### 3. DELIVERY AND CARRIAGE

All times quoted or stated for delivery are approximate only. Hire charges DO NOT INCLUDE CARRIAGE. Any expense incurred by the Supplier in delivering or recovering Equipment or attempting the same will be paid by the Hirer. Further time or attendance will be paid by the Hirer.

### 4. MAXIMUM PERIOD OF HIRE

If the Hirer is an individual or partnership (including an unincorporated body of persons) and not a limited company the Contract will terminate not later than 3 months from commencing the date of the period of hire. In such circumstances the Hirer will, not later than the close of business on the penultimate day of the said 3 months, restore the equipment to the Supplier. Equipment not restored to the Supplier on time will be subject to a charge equal to the financial loss to the Supplier.

### 5. CONTRACT EFFECTIVENESS

The Contract shall become effective between the Hirer and the Supplier when the Hirer has placed an order detailing his requirements and agreeing to be bound by these Conditions and the Supplier has accepted the order.

### 6. HIRERS RESPONSIBILITY

The person making the contract warrants that he has the authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so. The said person and Hirer jointly and severally hereby undertake to ensure that no person uses the Equipment who is not properly instructed in its safe and proper operation and to ensure that every user is in possession of instruction material (if any) supplied by the Supplier and will not allow the equipment to be misused in any way.

i. The Hirer will be responsible for the loading and unloading of the Equipment at the address specified by the Hirer and likewise at the Suppliers premises when transported by the Hirer, or his agent, and any person supplied by the Supplier shall be deemed to be an employee of the Hirer or his agent at such times.

ii. The Hirers responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when the Hirer is in possession of the Suppliers unqualified receipt for all the Equipment. The Hirer will not dispose or otherwise part with control of the Equipment.

iii. The Hirer will at all times and in all respects indemnify the Supplier against and from, any and every expense, liability, financial loss, claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage to or loss of an)' property whatsoever (other than the Equipment itself which shall be governed by Condition I I) arising out of or in connection with or consequent upon the delivery, use, non- use, repossession, collection, return or non- return of the Equipment or any part thereof

iv. Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977.

### 7. ELECTRICAL EQUIPMENT.

Where the Equipment is electrical in part or in whole the same should normally be used with plugs and sockets as fitter but if temporarily replaced with other suitable plugs and sockets, this must be carried out by a competent person who must also reinstate to original condition. It will be the Hirer's responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical equipment be used without it being correctly earthed unless it is of double insulated specification.

### 8. EQUIPMENT MAINTENANCE, BREAKDOWN, AND ACCIDENTS.

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to the Supplier. Under no circumstances will the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. The Equipment must be returned to the Supplier's premises for examination or when rectification elsewhere is requested the Hirer agrees to pay carriage if required by the Supplier. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person, the Hirer will notify the Supplier immediately.

### 9. REMOVAL OF EQUIPMENT.

Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

### 10. CONSEQUENTIAL LOSS.

The Supplier shall not be liable for any consequential loss to the Hirer including any expense, liability, loss, claim, or proceeding whatsoever, caused by, or arising out of, the late delivery, non- delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of the same. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act 1977.

### 11. SAFEKEEPING OF EQUIPMENT.

The Hirer accepts full responsibility for the care and safekeeping of the Equipment for the period of hire. The Hirer will indemnify the Supplier for the full cost incurred in replacing Equipment which is lost, stolen or damaged beyond economic repair and without deduction for wear and tear, age, or usage. The Hirer should insure the equipment on this basis and pay in full to the Supplier, any monies received for lost, stolen or damaged equipment. The Hirer shall pay to the Supplier all costs involved in rectifying the condition of Equipment returned in a damaged or unclean condition. The Hirer will additionally recompense the Supplier for any financial loss until such a rectification is complete. The Hirer's liability under this condition shall be without prejudice to any other rights of the Supplier.

### 12. TERMINATION OF HIRE.

The Supplier shall be entitled at any time to terminate the hire and repossess the Equipment should the Hirer fall in to the breach of this Contract or if any act or proceeding regarding the Hirer's insolvency is instituted. Such termination shall not affect the right of the Supplier to recover from the Hirer any monies due under this Contract. The Hirer hereby authorises the Supplier to enter upon any land or premises wherein the Supplier reasonably believes any Equipment detailed in this Contract to be and at the Suppliers absolute discretion, to inspect, test, repair, replace or repossess the same.

### 13. RIGHTS RESERVED.

Should any term in this Contract be held invalid, such invalidation shall not affect the validity of remaining terms. Headings in this Contract are for reference only. Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of the Suppliers rights hereunder.