



Hire Terms & Conditions

1. We agree to hire and you agree to take on hire the equipment (including any replacement or substitute equipment and all accessories and additions) for the hire period on the following terms and conditions.
2. The hire commences on the commencement date specified on the Delivery note and continues for the hire period (and for so long thereafter until the equipment is returned) subject to termination as provided by these conditions.
3. You or a person authorized on your behalf shall sign this Hire Agreement form, which signature shall constitute your acceptance of the equipment, the rental charges and terms and conditions of hire.
4. The signatory hereby agrees to guarantee that you will observe and perform all of the obligations under this Agreement; to indemnify us from all loss or damage suffered and all costs and expenses arising out of or consequent upon us having entered into this Agreement with you.
5. The signatory further separately undertakes that he/she will, upon demand, pay to us such sum or sums of money as may be due to us but be unpaid.
6. The signatory warrants that he/she is duly authorized on your behalf to enter into this contract and to personally indemnify us against all losses and costs.
7. If any amounts due whether under this Guarantee or otherwise are not paid in full on the due date for payment they will bear interest according to the Late Payment of Commercial Debts (Interest) Act 1998.
8. We shall use all reasonable endeavors to have the equipment available for delivery or collection when requested but we shall not incur any liability in the event of any delay. Time for delivery shall not be of the essence.
9. Should any extension to the hire be required you must apply to us before this period for such an extension. We are not obliged to extend the hire period.
10. You shall pay to us the rentals by the end of the month in which an invoice is issued to you otherwise we shall be entitled to interest under the 1998 Act.





11. Time of payment of each invoice shall be of the essence. You will be deemed to be in breach of the Agreement if payment is not made by the month end or in any event within 28 days from the date of the invoice.
12. All rentals are subject to VAT at the rate in force.
13. All equipment remains our property throughout the hire period.
14. We are entitled to remove any equipment that we believe is in danger of causing injury to any person(s) or may become damaged due to misuse.
15. We accept no responsibility for any items lost or damaged throughout the hire period. All lost or damaged items will be charged at replacement cost to you.
16. We accept no responsibility for the damage or injury to any property/persons by any of our equipment unless the damage or injury has occurred due to willful neglect on our part.
17. By accepting our equipment you agree that all equipment is in full working order and in a satisfactory condition. You should satisfy yourself as to its condition prior to the period of hire.
18. A competent person should operate the equipment at all times. If we believe this is not the case we reserve the right to recover our equipment.
19. In the unlikely case of equipment failure our liability extends only to providing a replacement or covering the cost of hiring a suitable replacement at our discretion.
20. The equipment should only be used for the purpose for which it was designed. You will not make any alteration or modification to it including cutting cables and rewiring sockets or plugs. You are responsible for determining if the equipment is suitable for your purpose.
21. You must not remove any identification marks that we have affixed to the equipment.
22. You agree not to move the equipment from the agreed location without our prior permission and to obtain all necessary permissions, licenses and consent that may be necessary for the use of the equipment.





23. You are responsible for the return of the equipment to us and for any loss or damage to the equipment howsoever caused. Rental charges will continue to accrue until the equipment is returned and/or repaired or your insurers pay an agreed sum for its loss.
24. You are not entitled to part with possession, sell, assign, mortgage, let, hire or otherwise dispose or part with possession or title of the equipment or a part.
25. You will take all necessary steps to recover possession of the equipment at your expense.
26. You will notify us within 24 hours of any loss of, damage to or failure of the equipment or any part.
27. We are entitled to enter the location to inspect and test the condition of our equipment and to replace any defective part.
28. You will insure our equipment against all risks to the full new replacement value at your expense and require your insurers to note our interest in the equipment in the policy naming us as loss payee. You are responsible for the payment of any excess.
29. All conditions or warranties express or implied are excluded insofar as permitted by law including those in connection with the fitness of the equipment for any purpose.
30. Equipment using bulbs, filters, screens, lamps, tubes and like items have been tested by us before the hire. We cannot be held responsible for their failure, as they are consumables. We recommend that you purchase or hire spare from us as necessary. The cost of which will be refunded after the hire period if unused. The deterioration of such consumables whilst the equipment is in your possession is your responsibility and you will be charged with the replacement costs where any such deterioration occurs.
31. We shall not be responsible for any liability, claim, loss or damage or expense of any kind caused directly or indirectly by the equipment or its use save for liability for death, personal injury caused by our negligence.





32. You will be responsible for and indemnify us against all claims which may be brought against us as a result of the equipment or its use except as above.
33. We cannot be held responsible for the failure of an event due to the failure of the equipment or part of the equipment. You should insure against such an eventuality.
34. We may terminate the hire:
 - 34.1 If you fail to pay on the due date all monies due and owing or within 28 days;
 - 34.2 Misuse the equipment or fail to take reasonable care of it;
 - 34.3 Are in breach of any term or condition;
 - 34.4 If you do any act or thing which, in our sole opinion, may jeopardize our rights in equipment or any part;
 - 34.5 If we consider your ability to pay the monies due may be impaired.
35. You may not assign, transfer or sub-contract all or part of this Agreement.
36. No variation or amendment to these conditions will be effective unless made in writing and signed by James Elliott Price on our behalf.
37. If one condition is held to be unenforceable this shall not affect the other conditions.
38. This Agreement shall be governed and construed in accordance with English law.

