

Terms and Conditions of Hire

- 1.** For the purpose of these conditions, 'The Company' shall be deemed to refer to 'The small PA Company' and 'The Customer' to any company, partnership and individual who shall enter into any agreement with the company. This contract shall be governed by English Law.
- 2.** All equipment shall remain the property of the company.
- 3.** Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.
- 4.** Hire commences upon delivery to the Customer and ceases upon return to the Company. Equipment is not regarded as returned until it is checked and inspected by an authorised member of the Company's staff.
- 5.** Equipment hired will be entirely at the Customer's risk during the hire period and the Customer will be responsible for any loss or damage thereto howsoever arising. The Customer undertakes responsibility for insuring equipment against 'all risks to full replacement value. Any loss or damage to the equipment however caused, is to be reimbursed to the Company by the Customer to the full replacement value thereof.
- 6.** The customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and the Company in no way assumes liability for the consequence of any non-compliance with any such regulations, rules or statutory provisions.
- 7.** Equipment will be supplied to the Customer in normal working order, the Company's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage.
- 8.** The Customer undertakes to ensure that the Company's equipment shall not be used for other than its intended use, for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
- 9.** The Company cannot be responsible for any injuries to personnel or damage to property consequential to and arising from any improper use of the equipment by the Customer, during the period of Hire.
- 10.** Equipment must not be altered by the Customer or modified in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. Any equipment found to have been modified or in any way altered and any cables or components found to have been damaged by cutting or attempts at modification will be charged at replacement price upon return.
- 11.** Any damage to, or failure of, or defect in any hired equipment must be notified to the Company within 24 hours of its occurrence, and be confirmed in writing within three days of initial notification. In the absence of such notification the Customer will be charged with the cost of repair and replacement.
- 12.** The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and in any change of location.
- 13.** No equipment hired from the Company may be taken outside the Mainland of Great Britain, either to any offshore island or to any foreign country without the written consent of the Company and payment of a deposit commensurate with the value of the said goods under the said hire agreement.
- 14.** It is the responsibility of the Customer to ensure safe keeping of the goods that are the subject of the Hire Agreement and hired from the Company under the Terms and Conditions of Hire; and the Customer is held responsible for any consequent loss.
- 15.** It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment which is the property of the Company, without the written consent of the Company.
- 16.** If the Customer whilst operating as a limited company defaults for any reason in not honoring its debt to the Company or is put into receivership or liquidation or is amalgamated with another company, the Directors of the Limited Company, or whoever who has signed on their behalf, hereby agree to irrevocably guarantee any outstanding debt. The Directors, or whoever has signed on their behalf, hereby accept the said terms as part of the Terms of the Schedule of our Terms and Conditions of Hire
- 17.** If agreed charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss

which may be suffered by the Customer as a consequence of any such repossession.

18. In event of any equipment ordered not being available for hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.

19. No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract of hire, such information being for the purpose of general description only.

20. Before issuing any equipment of hire, the Company may at its discretion require a deposit from the Customer which may be any sum up to the full replacement cost of the equipment hired. Similarly, the Company may, at its discretion require payment of the full hire charge in advance.

21. The normal payment terms unless otherwise stated shall be 28 days from date of invoice. Furthermore the company will reserve the right to charge interest at 5% per month, or interest under the Late Payment of Commercial Debt (Interest) Act 1998 and any supplemented or amended Act, which ever is the greater, on accounts that exceed the conditions of our credit terms.

I, understand and accept the above mentioned Terms and conditions which shall be applied to all future rental contracts with The small PA Company.

Signed: 'by Director if Ltd' Print:

Organisation: Position : Date: