

Aircon Hire Ltd

GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT (Revised-February 2005)

**1. DEFINITIONS & LAW**

The complete contract is the document or documents that set out these 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 relevant Contract and are hereinafter referred to as the 'Equipment'. The 'Hirer' is the individual, firm, company, corporation, public authority or body taking the Suppliers Equipment on hire. The parties to the Contract are Aircon Hire Ltd, the Supplier, and the Hirer named in the Contract. In these conditions 'Consequential Loss' shall include any loss of contracts or loss of profits whatsoever. These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer. This Contract shall be governed in accordance with the law of England.

**2. BASIS OF CHARGING**

The Hirer will pay the charges 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 supplier is notified by fax or email that the equipment is available for collection or the equipment is restored to the Supplier against the Suppliers receipt. All time is chargeable including weekends, Bank Holidays etc. Extensions to the Contract term will be charged in full weeks at the weekly at the rate shown on the Contract and all Contract terms apply to such periods of extension.

**3. DELIVERY CHARGES**

All times quoted or stated for delivery are approximate only. Delivery will be charged at the rate stated in the Contract. Delivery will be to the Hirers normal goods received area of a single address.

**4. INSTALLATION**

Where agreed in advance the equipment will be delivered installed and set to work at the cost shown on the Contract. The Equipment is guaranteed to perform to the manufacturers stated performance but no guarantee of environmental conditions is implied.

**5. WHEN THE CONTRACT COMES INTO BEING**

The Contract shall come into being between the Supplier and the Hirer when the signed Contract is returned to the Hirer.

**6. RESPONSIBILITIES OF THE HIRER**

The person making the Contract warrants that he/she has authority of the Hirer to make this Contract on the Hirers 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-one uses the Equipment who is not properly instructed in its safe and proper operation and to ensure that every user is in possession of the instructional material and will not allow the Equipment to be misused.

The Hirers responsibility for the Equipment commences on receipt of the Equipment by the Hirer and ends when the Equipment is restored to the Supplier against the Suppliers unqualified receipt. The Hirer will not sell or otherwise part with control of the Equipment.

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 any property whatsoever (other than the Equipment itself which shall be governed by Conditions 11 & 12) 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.

**7. ELECTRICAL EQUIPMENT**

It will be the Hirers responsibility at all times to arrange a suitable supply of electricity for use with the equipment. The Hirer shall be responsible for ensuring that secure supplies to computer and other sensitive equipment are not jeopardised by the use of the Equipment. The Equipment instructions with regard to fuse rating and type and switching on Equipment shall be followed at all times. The Hirer will be responsible for complying with the requirements of the Electricity at Work Regulations 1989 during the period of the Hirers responsibility for the Equipment.

**8. MAINTENANCE OF EQUIPMENT, BREAKDOWN AND ACCIDENT REPORTING**

The Hirer will keep himself/herself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Routine maintenance required for the continued efficient operation of the Equipment shall be carried out by the Hirer. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to the Supplier. Under no circumstance will the Hirer repair or attempt to repair the Equipment. The Equipment will be inspected at the Hirer's premises. The Supplier will determine whether repair or replacement is required. Where breakdown results from a lack of routine maintenance the Supplier reserves the right to charge for service visits. 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 LOSSES**

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, misuse, unsuitability, or lawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the Equipment or condensate damage.

**11. INSURANCE AND RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT**

The Hirer agrees to pay the Supplier the full replacement cost of any equipment which is lost, stolen or damaged beyond economic repair and should insure the Equipment on this basis. The Hirer shall not compromise any claim without the express consent of the Supplier.

**12. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT**

The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment.

The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclean.

Where Equipment is lost or stolen or damaged beyond economic repair the Hirer accepts liability to pay for all financial loss to the Supplier until the liability referred to in Condition 11 is discharged.

**13. DETERMINATION OF HIRE**

The Supplier shall be entitled at any time if the Hirer is in breach of Contract or if any act or proceeding in which the Hirers solvency is involved is commenced, to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or part thereof. Such termination shall not affect the right of the Supplier to recover from the Hirer any monies due under this Contract or damages in breach thereof.

**14. RIGHTS OF ACCESS**

The Hirer hereby authorises the Supplier (upon production of the Hire Contract) to enter upon any land or premises wherein the Supplier reasonably believes any Equipment or any part thereof, to be, and in so far as the Supplier in his absolute discretion deems necessary, to inspect, test, repair or repossess the same.

**15. RIGHTS RESERVED AND SEPARATE TERM VALIDITY**

Any failure by the Supplier to enforce any or all of these Conditions shall not be construed as a waiver of any of the Supplier's rights hereunder.

Should any term in this Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.

**16. PAYMENT**

Payment of all invoices is due 15 days from date of invoice. We understand and will exercise our right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our agreed credit terms.