

## TERMS AND CONDITIONS:

### RISK, OWNERSHIP AND INSURANCE

Risk in the equipment and/or Products will pass to you immediately when the Equipment leaves our physical possession or control.

Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession.

Ownership of the Equipment remains with us at all times. You have no right, title or interest in the Equipment in except that it is hired to you.

Ownership of any product remains with us until all monies payable by you for any of your Associated Companies under the Contract or any other contract between us (or any of our Associated Companies) and you (or any of your Associated Companies) have been paid in full and cleared funds.

You must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

We will require you to insure the equipment with a reputable insurance company on such reasonable terms and for such reasonable risks as we may specify.

We may provide different levels of damage waiver in relation to the Equipment at an additional cost to the charges. For further details on the different levels of damage waiver available please refer to our current catalogue. Damage waiver will automatically apply to all cash hires. If you accept our offer to damage waiver, we shall waive accidental damage to the Equipment caused by you subject to the following:

If you have a credit account with us, the account must not be in arrears at the times you make the claim and the charge for the damage waiver must have been paid on the due date.

The Equipment must have been operated in accordance with its instructions and all reasonable steps must have been taken to prevent accidental damage to the Equipment.

## LOSS OR DAMAGE TO THE HIRED GOODS

If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/or in inherent fault in the Equipment) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.

You will pay to us the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during the hire period less the amount paid to us under any policy or insurance taken out under the contract.

You shall pay the charges for the equipment up to and including the date you notify us that the equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such equipment you shall pay, as a genuine pre-estimate of lost charges profit, a sum as liquidated damages being equal to two thirds of the charges that would have applied for such equipment for that period. We shall use our reasonable commercial endeavours' to purchase replacements for such equipment as quickly as possible using the monies paid.

## CARE OF EQUIPMENT

You shall:

Not deface or remove any labels from and/or interfere with the equipment, their working mechanisms or any other parts of them.

Take reasonable care of the equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to you.

Notify us immediately and in any event within 24 hours after any breakdown, loss and/or damage to the equipment or of any accident resulting in death, personal injury or damage to the property.

Take adequate and proper measures to protect the equipment from theft, damage and/or other risks.

Notify us of any change of your address and upon our request provide details of the location of the equipment.

Permit us at all reasonable times to inspect the equipment including procuring access to any property where the equipment is situated.

Keep the equipment at all times in your possession and control and not to remove the equipment from the United Kingdom without our prior written consent.

Be responsible for the conduct and cost of any testing examinations and/or checks in relation to the equipment required by any legislation, best practice and/or operating instructions except to the extent that we have agreed to provide them as part of any services.