



TERMS OF AGREEMENT AND CONDITIONS FOR SALE OR HIRE AND SUPPLY OF SERVICES AND EQUIPMENT

Interpretations of the following words are set out below.

- 1 "Contract" means an agreement or contract between the Owner and the Customer.
- 2 "Owner or Supplier" means DEH Designs Ltd T/A Hudsons or its employees.
- 3 "Hirer or Customer" shall mean Company, Organisation, Firm or Individual hiring goods or services.
- 4 "Goods" means equipment, services, instruments and tools and accessories specified in the hire contract.
- 5 "Services" mean work or services provided or performed by the supplier in connection with supply and including delivery and collection of goods or equipment sold or hired.
- 6 "Hire Period" means from the time the customer takes goods on hire (including weekends and Bank Holidays). The hire period ceases when the goods are physically returned by the customer to the point of hire or is collected or repossessed by the supplier.
- 7 "Hire Rate" means the weekly or monthly charge made for the goods or equipment taken on hire under the contract.
- 8 "Liability" means liability for all claims, expenses, damages, costs and other losses.
- 9 "Point of Hire" means the office where the goods were collected.

HIRE CONDITIONS

- 1 The Hirers during the continuance of the hire period shall not sell or offer for sale assign pledge underlet or lend the said equipment to any other person and shall not create and lien on the equipment to any other person. The equipment is to be used in the U.K. only.
- 2 During the continuance of this contract the Hirer will keep the said equipment in good condition and repair. It is the Hirers responsibility to indemnify the Owners against any loss or damage resulting either directly or consequently from the use of the equipment hired howsoever caused. Insurance cover is the responsibility of the Hire.
Insurance to cover:- In the event of loss or damage to this equipment that hire charges shall continue at two thirds the agreed weekly or monthly rate until full settlement has been affected.
- 3 In the event of the equipment becoming defective, faulty or stolen, the Hirer must immediately communicate with the Owner who will make every reasonable endeavour to rectify the defect or to supply replacement equipment.
- 4 The Hirer will ensure that during the period of hire the equipment is used in a proper manor with all the due care in accordance with the instructions in the manual, and is not exposed to excessive damp, nor subjected to undue shock. The Hirer will be responsible to the Owner for the cost of making good any damage caused to the equipment by improper treatment or neglect.
 - (a) The Hirer must not attempt to repair or let out for repair, by any third party, without the written permission of the Owner.
The Owner will hold the Hirer liable for the replacement cost, on new for old basis, for the equipment or instrument lost or damaged beyond economical repair whilst in the care of the Hirer.
- 5 Although every possible precaution has been taken to ensure that the equipment is in good serviceable condition, no liability whatsoever can be accepted by the Owner for the consequences of any failure or inaccuracies of the equipment. The Hirer is expected to check and satisfy himself that the equipment is functional and suitable for his use before attempting to use it on site.
- 6 If the Hirer shall make default in any payment or a Receiving order in Bankruptcy be made against them or if they shall call a meeting of their creditors or shall execute an assignment for the benefit of or compound with their creditors or if any execution or distress order shall be issued against the Hirer being a limited company or should such company be wound up compulsorily or go into voluntary liquidation or have a Receiver appointed then the Owner shall forthwith have the right to take possession of the equipment and shall be entitled to recover from the Hirer all arrears of the rental and expenditure and any damages due in respect of any breach of this undertaking.
- 7 Immediately upon the expiration or the termination of the hiring of the equipment to carry on the part of the Hirers under this agreement until the later of the delivery up of the equipment or their disposal notwithstanding the termination of the hiring under this Agreement and at the Owner's request and at the Hirer's cost and expense (including cost of removal and dismantling costs and whether or not the equipment comprises fixtures):
 - (a) to redeliver the equipment to the Owner at such address in the United Kingdom as the Owner may designate in the condition which complies in all aspects with the terms of this contract.
 - (b) To store the equipment safely at the Hirer's premises or at such address in the United Kingdom as the Owner may request or designate.
 - (c) Irrevocably to permit the Owner at any time if the Hirer fails to redeliver the equipment to the Owner immediately upon request to enter into the Hirer's premises or any place where the equipment is from time to time situated and remove the equipment without the responsibility for any loss or damage by such entry or removal or in connection with such entry and removal including any damage caused in the removal of any fixtures.
At the termination of this agreement, the Hirer shall return the equipment to the Owner in good condition and carriage paid. Equipment will be checked in our workshops and the Hirer will be charged for cleaning equipment returned in dirty condition.
- 8 Title of goods sold remains, at all times, with the Supplier until invoice is paid in full. Title of all hire goods, equipment and instruments remain, at all time, with the supplier.
- 9 Value Added Tax is applicable to all goods sold or hired at a rate set by HM Customs and Excise at the date of invoice.