



Terms of Equipment Hire.

GENERAL

The following terms and conditions constitute the agreement between the Hirer and Stephen P. Wales Ltd, herein afterwards referred to as the Owners, for the hire of equipment.

Unless otherwise agreed in writing by the Owners, these terms and conditions will apply to all transactions between the Hirer and the Owners.

HIRE CHARGES

Hire charges shall be agreed at the commencement of the hire and shall be invoiced in advance. Hire periods of more than one week shall be invoiced for that period in advance.

Seven day Rental Periods - the hire charges will be based on a complete week of seven consecutive days.

START AND END OF HIRE

The hire period shall commence on the day the equipment is either collected by the Hirer from the Owners premises.

The equipment will be collected or off-hired by the Owners at the end of the initial period of hire if requested on the initial order.

It is the Hirer's sole responsibility to inform the Owners of their intention to terminate the hire. The Owners reserve the right to charge the Hirer for any further rental periods.

It is the Hirer's sole responsibility to ensure that the equipment is properly packaged for collection.

Where the equipment is to be collected by the Owners or their appointed Courier, it is the Hirer's responsibility to ensure that the equipment is made available for collection at the time agreed. If the equipment is not made available for collection at the agreed time or not packaged suitably, the Owners reserve the right to charge the costs of the failed collection.

DELIVERY AND COLLECTION

In addition to the hire charge, separate charges will be made for delivery and collection of the equipment at cost.

Where the Hirer's own transport is used it is the Hirer's responsibility to adequately pack and protect the equipment for the return transit to the Owners' premises.

The Hirer's may agree the method of delivery and collection to be used prior to the commencement of hire. Instrument carry cases are chargeable if not returned or returned damaged at termination of hire.

ACCEPTANCE CONDITIONS

Acceptance of delivery of the equipment by the Hirer or their appointed agent will be conclusive evidence that the said equipment has been examined and found to be complete in accordance with the manufacturer's description, in good order and condition.

INDEMNITIES

The Hirer shall be solely responsible for and hold the Owners fully indemnified against any loss or damage to the equipment and any loss of profit, cost or expenses and any loss or damage (excluding death or personal injury) to any property arising in connection with any of the equipment or as a result of the use thereof.

The Owners shall not be liable for any loss other than death and personal injury which may arise out of or in connection with the failure of the said equipment for whatever reason.

The Owners exclude all warranties relating to the equipment and the Hirer's use thereof except as specifically stated herein, save as provided by Law.

Any claim for damages by the Hirer against the Owners arising out of the Hirer's use of the equipment shall, subject to the Owners admitting liability or being found liable for such damages, be limited in amount to the total amount of the rental payments paid by the Hirer for the equipment to the Owners as at the date of the Owners receiving notification of any such claim

HIRER'S OBLIGATIONS

The Hirer agrees with the Owners during the continuance of the contract of hire as follows :-

To keep the equipment at the delivery address and in the Hirer's own possession unless otherwise agreed in writing by the Owners.

To keep the equipment in good condition and not subject to any misuse above that consistent with normal and reasonable use including conflicting with the equipment manufacturer's recommendations.

To preserve the Owners' and manufacturer's identification numbers or marks that there should be upon the said equipment.

To notify the Owners in writing immediately of any loss or damage to the equipment and on demand to reimburse the owners in respect thereof within 30 days of the occurrence. The Owners shall continue to charge the Hirer the full cost of hire for the equipment until such payment is received. The Hirer shall be liable for the full replacement cost of the equipment as new. In the event of any malfunction of the equipment the Hirer shall give written and immediate notice to the Owners of the nature of the shortage or defect.

The Hirer shall make no further use of equipment alleged to be defective.

OWNERS' OBLIGATIONS

The Owners will maintain the said equipment at no cost to the Hirer and will provide such service at the Owners' premises during normal business hours save that the Hirer will be liable for the cost of any repairs necessary. In the event of failure of any item of equipment whilst on hire, the Owners shall use reasonable endeavours to supply free of charge an identical or similar item of equipment within 24 hours of notification.

CONDITIONS OF USE

The Hirer will, in its use of the equipment, observe all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner. The Hirer will also take all reasonable and practical steps to ensure its use of the equipment conforms with the terms and conditions laid down in the Health & Safety at Work, etc., Act 1974 or any subsequent governing legislation.

DELIVERY DATES

Delivery dates quoted are intended as estimates only although reasonable endeavours will be made to adhere to them. In no circumstances shall the Owners be liable for delay in delivery arising from any cause whatsoever.

CANCELLATION

Cancellation or part cancellation of any order, can only be accepted with the Owners' consent in writing and on terms which indemnify them fully against loss.

PAYMENT TERMS

Payment of all charges including hire charges and delivery charges is strictly net within thirty days of the invoice date.

The Hirer shall not be entitled to withhold payment of any amount payable to the Owners because of any disputed claim of the Hirer in respect of faulty equipment or any other alleged breach of this or any other contract between the Hirer and the Owners, nor shall the Hirer be entitled to set off against any amount payable under this contract any monies which are not then presently payable by the Owners or for which the Owners dispute liability.

OWNERSHIP

The equipment shall remain the sole property of the Owners save that for purposes connected with financing of the equipment the property in the equipment may be vested in a third party. The Hirer shall not permit or cause to be done anything whereby the rights of the Owners in respect of the equipment are or may be prejudicially affected and the Hirer is not allowed to claim capital allowances on the equipment.

DEFAULT

If the Hirer shall default in making any payment for any period in excess of thirty days or if the Hirer is in breach of these Conditions of Hire, or becomes insolvent or compounds with its creditors or has distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a solvent reconstruction) or has a receiver, administrative receiver or administrator appointed of the whole or any part of its assets or suffers any similar process under the law of its domicile then the Owners shall be entitled to terminate the agreement forthwith and enter upon the Hirer's premises and to remove the equipment without notice to the Hirer. The Owners are hereby indemnified by the Hirer in respect of all and any damage or loss to the Hirer or any third party resulting from the exercise by the Owners of its rights therein reserved. This shall include the Owners recovering all amounts outstanding and payable as a result of such action.

WARRANTY

The Owners hereby warrant to the Hirer that at the commencement of the rental period the equipment complies with its Manufacturer's description. The benefit of this warranty may not be assigned by the Hirer to any other party. In no event shall the Owners be liable to the Hirer for any consequential incidental or exemplary damages such as loss of revenues or use of any

equipment or down time costs. The Owners shall not be responsible for any delays or failures in delivery of equipment or in making repairs, recalibration or replacement due to unavailability of parts, or labour, or industrial disputes, delays in transportation or other causes beyond its reasonable control. The foregoing warranty shall not apply to any damage to equipment caused by accident, misuse or abuse.

PERFORMANCE

Whilst application advice may be given no responsibility is accepted for incorrect results due to circumstances external to the equipment hired

SOFTWARE

Title to all software including programs and documentation furnished by the Owners shall be retained by the original manufacturer.

The Hirer is supplied the use of the software only for the rental term and the software shall be used only on the specific equipment with which it was supplied.

Use of the software shall consist either of copying any portion of the program from storage units or media into the CPU or the processing of DATA with the program.

The Hirer shall not copy or duplicate or permit a third party to copy or duplicate in any manner any version of the software belonging to the Owners.

Upon termination of the hire, the Hirer shall return to the Owners the original software, all copies thereof and all printed material furnished with such software.

If the Hirer has purchased user rights from the Owners for the supplied software and has signed the original manufacturer's software or program license agreement for said software the Hirer's rights and obligations upon termination shall be governed by the original manufacturer's agreement.

No licences or rights are granted except as set forth herein or in the original manufacturer's software or program licence agreement which the Hirer shall be required to sign on receipt and before using the software.

DAMAGES

The remedies provided herein are the Hirer's sole and exclusive remedies. In no event shall the Owners be liable for direct indirect special incidental or consequential damages whether based on contract tort or any other course of action.

LIABILITY

The liability of the Owners to the Hirer for any loss or damage however caused shall be limited to and in no circumstances shall exceed the hire charges paid to the Owners in relation to the equipment.

If any of the above conditions or any part of these conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further.

FORCE MAJEURE

If either the Owners or the Hirer are rendered unable wholly or in part by Force Majeure to carry out their obligations under this contract the party affected shall give to the other prompt written notice of the Force Majeure with reasonable full particulars concerning it whereupon the obligation of the party giving the notice so far as it is affected by the Force Majeure shall be suspended during but not longer than the continuance of the Force Majeure.

The affected party shall use all reasonable diligence to remove the effects of the Force Majeure as quickly as possible.

The term Force Majeure as employed in this contract should be deemed to include but shall not be limited to any war, riot, act of God, fire, flood, government regulation or act, any natural or accidental disaster, any strike, lockout or industrial dispute or shortage of raw materials or fuel or any breakdown of machinery or any other cause outside the reasonable control of the party suffering such Force Majeure, but not in any circumstances including financial inability

ENGLISH LAW

Any contract between the Hirer and the Owners shall be governed by and construed in accordance with the Laws of England.