

## **Terms & Conditions of Hire**

- The Customer will inspect the Equipment or Goods upon delivery and notify the Company immediately in writing of any shortfall, missing items or defects capable of being ascertained on inspection, within 24 hours of delivery. If the Customer does not notify the Company accordingly, it shall be conclusively presumed that the Goods and Equipment are complete and, so far as it able to be ascertained on inspection, in good working order.
- All Equipment and Goods shall, immediately upon leaving the Company's (or as the case may be a third parties) premises and thereafter, be the responsibility of and at the risk of the Customer though for the avoidance of doubt property in the Equipment shall remain at all times with the Company notwithstanding that the Customer shall be liable for any theft, loss, damage or destruction howsoever caused to the Equipment.
- The Customer shall insure and keep insured the Goods to the full value of the Charge against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable

### **The Customer will at all times during the hire period:**

- Ensure that the Equipment is used in a skillful and proper manner, and in accordance with any operating instructions and ensure that the Equipment is operated and used by properly skilled and trained personnel;
- Not make alteration to the Equipment and not remove any existing component nor attempt or make any repair or modification to the Equipment nor remove any sign or marking from the Equipment.
- Take proper care of the Equipment and ensure that it is safely and properly stored;

### **The Customer shall effect the following insurances:**

- An all risks insurance policy on all items of the Equipment for their full replacement value (including without limitation cover against loss, theft or damage to the Equipment) and the charges set out in clause.
- A third party liability insurance policy covering the liability of the Customer for death, injury and damage to or loss of property arising directly or indirectly out of the use or possession of the Equipment and shall note the Company as an additional insured on the policy and the Customer shall at the commencement of the hire period give notice to the insurer of the Company's interest in such policy.
- The policy in respect of such insurance and evidence of payment of premiums shall, when requested by the Company, be produced to the Company for inspection and in any event shall be produced to the Company each year on the anniversary of the initial granting of any credit. The Customer will notify the Company of any change in relation to such policy.
- The Customer shall give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this clause and such notice shall be given within twenty four hours of the occurrence being first known to the Customer.
- The Customer shall, at its own cost, assist the Company in securing the settlement of any claim and the payment to the Company of the value of such claim so far as it relates to the Equipment or to the liability of the Company to any third party.