

TERMS AND GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT

1. Definitions and general

- 1.1 The Company means **Air End Repair Limited** and includes its successors or assigns.
- 1.2 The Hirer means the company identified in the purchase order or hiring agreement taking the Company's Equipment on hire and includes their successors or personal representatives.
- 1.3 "Equipment" means any type of Equipment and machinery which the Company agrees to hire to the Hirer.
- 1.4 The term "Company's Employee" shall mean any employee of the Company whose job is to operate the Equipment or to provide any other services in connection with the Equipment.
- 1.5 "Advice" means any advice, manuals or specifications relating to the Equipment or its operation.
- 1.6 Hire rates are offered by the Company on a case-by-case basis.
- 1.8 These terms and conditions shall apply to the hire of all Equipment by the Company to the Hirer and shall not be superseded by any terms and conditions or purchase order of the Hirer.
- 1.9 No variation of these terms and conditions will be effective unless agreed in writing by a director of the Company. All terms other than those expressly set out in these terms and conditions are hereby excluded.
- 1.10 Acceptance of the Equipment on site by the Hirer or its delivery on site in accordance with the Hirer's instructions signifies acceptance of these terms and conditions unless otherwise agreed in writing.
- 1.11 The relationship between the Hirer and the Company is strictly business to business. Statutory rights afforded to consumers do not apply.
- 1.12 These terms and conditions shall be governed by and construed according to the laws of England and Wales.

2. Basis of charging

The Equipment is hired to the Hirer subject to these terms and conditions and to the terms set out overleaf. The Hirer agrees to pay the hire charges which will commence from the time and at the rate(s) shown overleaf and continue until the Equipment is returned to and acknowledged by the Company.

3. Other charges

Hire charges relate solely to the hire of the Equipment. They do not include oil or other consumables supplied with the Equipment, carriage to and from the Company's premises, wages and other costs in relation to the supply of a Company's Employee, if required or any other costs incurred by the Company, all or which will be charged separately to the Hirer. If the duration of the rental is long enough that the Equipment requires routine maintenance during the hire period, costs associated with such maintenance are the responsibility of the Hirer.

5. Payment terms

All charges are payable in advance except for authorised credit customers. Company

6. Loading and unloading the Equipment

The Hirer shall be responsible for loading and unloading the Equipment at the Hirer's site Company.

7. Responsibility for Company's Employees

When a Company's Employee is supplied by the Company with the Equipment, the Company shall supply a competent person, but such person shall be under the direction and control of the Hirer. The Company's Employee shall for all purposes connected with such employment be regarded as the servant of the Hirer who alone shall be responsible for all claims arising in connection with the delivery, preparation or operation of the Equipment.

The Company shall have no liability for any loss or damage caused by any act or omission whatsoever of an Company's Employee or the consequences thereof. The Hirer shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising out of or in connection

with any act or omission of the Company's Employee whilst the Hirer is responsible for him and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Company or any of the Company's Employees.

8. Advice

If the Company or any of the Company's Employees give any Advice it is provided strictly on the basis that it is for guidance only, and without any responsibility being accepted. It is the responsibility of the Hirer to verify the accuracy and/or appropriateness of such Advice in respect to the use of the Equipment in the Hirer's premises. If any such Advice is given it is given on the basis that no legal liability shall attach to the Company or any of the Company's Employees. The Hirer shall fully and completely indemnify the Company and the Company's Employees against all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from the giving of such Advice whether arising under statute or common law or from the negligence or breach of duty or other wrongful act of omission of the Company or any of the Company's Employees.

9. Responsibility of persons signing

The person signing overleaf warrants that he has the authority of the Hirer to make the contract on the Hirer's behalf. The Company shall be entitled to treat the Hirer as contractually bound by these terms and conditions.

10. Delivery in good order

The person signing overleaf has been afforded an opportunity to inspect the Equipment which is deemed to be in good working order and wholly free from damage at the time of signature. If the Equipment has been accepted on site by the Hirer, it is also deemed to be in good working order and wholly free from damage at the time of delivery. Any shortages must be notified to the Company within 24 hours of the commencement of the hire and confirmed in writing within 72 hours. If the Hirer fails to do this, hire charges will continue and the Hirer will be responsible for the cost of replacing shortages in accordance with paragraph 11.

11. Lost, non-returned, damaged or unclean Equipment

The Hirer must immediately notify both the Company and the police of any loss or theft of the Equipment. When the Equipment is not returned or is returned incomplete the liability of the Hirer shall only cease when the Hirer pays to the Company the manufacturer's current list price for the missing or incomplete item of Equipment. The Hirer agrees to pay to the Company all costs incurred by the Company in rectifying the condition of the Equipment if it is returned damaged, unclean or incomplete. Hire charges will continue until such rectification is complete.

12. Maintenance of Equipment and breakdown procedures

The Hirer shall ensure that the Equipment remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to the Company. Under no circumstances shall the Hirer repair the Equipment, unless authorised by the Company. Such Equipment must be returned to the Company's premises for examination or when rectification elsewhere is requested, the Hirer agrees to pay carriage if required by the Company.

13. Safe use of the Equipment

The Hirer confirms that it has the necessary knowledge and experience to operate and use the Equipment. The Hirer will not misuse the Equipment. The Hirer will not allow any person to use the Equipment who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed. Where the Equipment comprises electrical equipment it must be connected to the correct supply by a qualified electrician.

14. Security of the Equipment

The Hirer shall not sell or otherwise part with possession and/or control of the Equipment and shall remain responsible for the Equipment and its safekeeping during the hire period. Without the written authorisation of the Company, the Equipment must not be removed from the site specified by the Hirer if the Equipment is collected by the Hirer, or from the address to which the Company has delivered the Equipment. The Hirer shall keep the site at which the Equipment is located safe and secure.

15. Access and ground conditions

The Hirer is responsible for the provision of free and suitable access to and from the site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the erection, operation and dismantling of the Equipment.

16. Hirer's responsibility - third parties

The Hirer shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the Equipment and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Company or any of the Company's Employees.

17. Consequential losses

The Company shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession, or any breakdown or defect in the Equipment.

18. Insurance and notification of accidents

The Hirer shall be responsible for obtaining all appropriate insurance cover, including third party liability and cover against loss or damage to the Equipment. If requested by the Company, the Hirer shall produce a copy of the policy or policies. The Hirer shall hold on trust for the Company all policy proceeds in or towards satisfaction of the Hirer's obligations under paragraph 11 above. If the Equipment is involved in any accident resulting in injury to persons or damage to property immediate notice must be given to the Company by telephone and confirmed in writing. The Hirer shall not admit any liability or compromise any claim relating to the Equipment without the consent in writing of the Company.

19. Period and determination of hire

The Company shall be entitled at any time and for any reason whatsoever and without explanation to terminate with immediate effect the hire contract and to repossess the Equipment.

20. Right of access

The Hirer shall allow the Company access to the Equipment at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

21. Invalidation

Should any of these terms and conditions be held to be invalid such invalidation will not affect the validity of the remaining terms and conditions.