

## GENERAL CONDITIONS FOR THE HIRING OF EQUIPMENT

- 1. DEFINITIONS AND LAW** The complete contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is referred to as the "Contract". The hired item(s) are those stated in the relevant contract and are referred as the "Equipment". The "Hirer" is the person, firm, company, corporation or public authority taking the Supplier's Equipment on hire "The Supplier" is the company CLASS LIMITED which may be represented by any authorised employee of the company. The parties to the Contract are the Supplier of the Equipment and the Hirer named in the Contract. The Contract shall be governed by and construed in accordance with the Law of England.
- 2. COLLECTION AND DELIVERY** The Hirer must collect and deliver equipment in person unless other arrangements have been previously made with the supplier.
- 3. PROOF OF IDENTITY** The Hirer must provide proof of identity (including proof of address) to the Supplier. The Supplier is under no obligation to accept any form of identification as proof of identity.
- 4. HIRE CHARGES AND DEPOSIT** The Hirer must provide a hire charge and a deposit to the Supplier's specification before any equipment is handed over.
- 5. BOOKING FEE** The Hirer may leave a booking fee with the Supplier in advance of the hire period. The booking fee shall be at least 25% of the hire total. The Supplier will accept no responsibility for unsolicited hire booking and confirmation will not be given until a booking fee has been received. Booking fee will not be refunded under any circumstances if the hire is cancelled.
- 6. METHOD OF PAYMENT** Payment of the hire charge, the booking deposit (if applicable) and the equipment deposited may be by cheque, or credit cards. The Suppliers will accept cheques if accompanied by a valid cheque guarantee card. Company cheques will only be accepted by prior arrangement and if accompanied by an official order.
- 7. HIRER'S RESPONSIBILITIES** The Hirer's responsibilities included: a) All Equipment is insured as in the event of loss or damage the Hirer is personally liable for the cost of replacement. b) The Equipment is only used by competent personnel and is only used for its intended purpose. c) The Equipment is connected correctly and is protected by suitable fuses and proper earthing.
- 8. AVAILABILITY** While every effort will be made to supply the Equipment as ordered, the Supplier reserves the right to supply an appropriate alternative or a refund of hire charges and deposit if for any reason the Equipment is not available.
- 9. TRANSIT OF EQUIPMENT** All Equipment must be suitably protected in transit. If the Equipment is to be transported by person other than the Hirer the adequate packaging and handling precautions remain the responsibility of the Hirer. Equipment may not be moved outside the United Kingdom without the prior consent of the Supplier
- 10. DAMAGES** The Hirer must satisfy himself that the Equipment is in good order before accepting delivery. The Hirer must declare to the Supplier any damages that occur during the hire period. The Hirer must not repair or attempt to repair damaged or faulty Equipment. Where Equipment has failed due to an inherent fault or fair wear and tear the Hirer may submit a written claim to the Supplier at the time of return of the Equipment. If the claim is accepted by the Supplier a refund of part or all of the hire charge relating to that Equipment may be offered in the form of a Credit Note. The acceptance of any claim and the offer of a refund is not admission of liability but simply a gesture of goodwill from the Supplier to the Hirer. The Hirer shall be responsible for all expenses involved arising from any breakdown and losses of damages incurred by the Supplier due to the Hirer's negligence, misdirection or misuse of the Equipment, and for payment of the hire charges during the period the Equipment is idle due to such a breakdown.
- 11. RETURN OF EQUIPMENT** The Hirer shall return the Equipment on or before the time agreed in the Contract. If the Hirer retains the Equipment after the hire period without notification and appropriate payment to the Supplier, and without the agreement of the Supplier, then the Hirer shall be liable for prosecution in the County Court. The Hirer is responsible for returning the Equipment to the place of hire and all loading and unloading of the Equipment. The Supplier will, whenever possible, satisfy himself that the Equipment has been returned in good condition. When this is not possible the Supplier will notify the Hirer of any damages immediately after the Equipment has been inspected. Lost Equipment or Equipment damaged beyond repair will be charged for at the manufacture's current price list. Where possible Equipment will be repaired by the Supplier and charged for at the current rate. Payment for damages may be deducted from the deposit or by other appropriate means. Hire charges will be made to the time that the Supplier has received full payment for all damages from the Hirer.
- 12. TECHNICAL INSTRUCTION** Some of the equipment available for hire requires specialist knowledge for correct operation. Full instructions, in Equipment use is available on request from our technical staff.
- 13. PLUGS AND CABLES** It is the Hirer's responsibility to ensure that he has the correct plugs and cables to operate the Equipment to his requirements. Our staff are available to advice on what is required. Any plugs removed from cables will be charged for. Any cables returned knotted or uncoiled will be liable to a handling charge.
- 14. TERMS OF CONTRACT** These conditions have effect in substitution for, and to the exclusion of, any conditions put forward by the Hirer.