



## CONDITIONS OF HIRE

1. Hire payments are to be paid in advance.
2. Concessional rates are given on some items of hire if extension of hire is required, but only if paid in advance by due date. Late returns will incur a penalty rate of an additional 50% of the normal hiring rate which shall accrue until the equipment is returned to the firm.
3. If extension of hire is required, prior approval must be obtained from the Firm's Office.
4. Subject to this clause Bonds are refundable on completion of hire and are not to be used in lieu of payment. The Firm shall be entitled to retain the bond or any part thereof which is necessary to remedy or repair any damage caused by the Hirer to the equipment or to clean the equipment.
5. Bonds are to be paid in cash at the time of delivery/collection or the Hirer shall provide a valid credit card number to be held as security and will only be charged in accordance with Clause 2, 4, 7 & 11.
6. Hire fees are charged on time equipment is out, not time used.
7. The Hirer shall reimburse the Firm the full and reasonable costs of rectification or repair of any damage to the equipment (including but not limited to cleaning) which has caused or sustained during the hire period.
8. If the equipment is to be collected by the Firm at the end of the hire period the Hirer agrees to notify the firm when the equipment is ready for collection. The Hirer agrees that until such time as the firm receives the said notice the hiring charges (with penalty rates if applicable) shall continue to accrue.
9. The Bond, Hiring Fees and Delivery and Collection charges shall be paid by the Hirer in accordance with the Rental Agreement.
10. A minimum hire period of 3 days is applicable to all equipment in accordance with the Firm's schedule of hiring rates.
11. The Hirer shall:
  - a. Use the equipment in a proper manner and only for the purpose and within the capacity or fitness for purpose for which it was designed, acknowledging that the Firm can give no warranty as to the said fitness for purpose.
  - b. Return the equipment in good and clean condition at the expiration of the hire period and reimburse the Firm the reasonable costs for cleaning or repairing the equipment where necessary.
  - c. Accept full responsibility for the safekeeping of the equipment and indemnify the Firm for all loss, theft or damage however caused during the hire period.
  - d. Accept full responsibility for and indemnify the Firm against all claims in respect of any injury to persons or damage to property, arising out of the use of the equipment during the hire period however arising.
12. Notwithstanding any period of hire specified, The Firm may terminate this hire agreement:
  - a. At any time by giving the Hirer notice of its intention so to terminate.
  - b. Without notice if the Hirer shall commit any breach of the hire conditions. Upon termination or expiry of the hire period the Firm shall be entitled to take possession of the equipment and for this purpose the Hirer irrevocably appoints the Firm its agent and authorises the Firm to enter any land or premises upon which the equipment are then situated and agrees to indemnify the firm in respect of any claims, damages or expenses arising out of any action taken under this condition.