



## **GENERAL CONDITIONS OF HIRE**

### **CONTRACT INFORMATION**

This document, including the content overleaf, shall be the complete Contract Document. The person, firm, or company, or statutory body hiring equipment as overleaf mentioned, shall be called "the hirer" herein and the supplier stated overleaf shall be called "the supplier". A contract ("the contract") shall be made when the hirer has signed the overleaf by way of offer to hire equipment stated and the supplier has accepted such offer by signing overleaf and showing the date and time of such acceptance. The contract shall be governed by and construed in accordance to English Law. Signatures made for and on behalf of the hirer or the supplier shall be by persons fully authorised to sign. No terms of the hirer not recorded herein and overleaf shall have any effect whatsoever and shall not form part of the contract.

### **RENTAL EQUIPMENT**

The equipment ("the equipment") is that listed overleaf and is the property of the supplier. The Equipment remains the property of Hawkeye Security Care Ltd.

### **RENTAL CHARGE**

The hire charge is that shown overleaf and is payable as stated. Arrears of any part of the hire charge shall carry interest at 3% per annum above the base rate for the time being of HSBC Bank Pls calculated upon a daily basis, with any other reasonable costs incurred.

### **HIRE PERIOD**

The hire period shall be for 12 months, with a subsequent rolling agreement monthly. The hire period shall commence and end upon the dates and times stipulated on the overleaf, and if daily or weekly commencement shall be on the date and time of the contract and termination shall be effective by notice on writing of either party to the other of 30 days. Notice shall be in writing or by email.

### **DELIVERY**

The equipment shall be delivered to the address of the hirer, and thereafter the equipment shall remain at such address during the hire period. Delivery charges are payable by the hirer (if any) shall be those shown and shall be paid to the supplier on or before the delivery is effective or within 30 days of the invoice if the hirer is an account customer.

### **EQUIPMENT CARE**

- 1) At all times during the rental period the hirer is solely and fully responsible for keeping the equipment safe and in reasonable condition.
- 2) The hirer shall keep the equipment fully insured against all usual and insurable risks in respect of the equipment and its use.
- 3) Any damage to or loss of the equipment during the rental period howsoever arising shall be made good to the supplier by the hirer on a full replacement value basis with no deduction betterment.
- 4) During the rental period the hirer shall ensure that the Policy of Insurance relating to the equipment and its use is endorsed with the supplier's interest as owner thereof with the proviso that all insurance settlement monies relating to damage or loss to the equipment shall be paid to the suppliers by the Insurers and not the hirer.
- 5) All maintenance and service work shall only be carried out by the supplier or it's Agent and the hirer shall notify forthwith the supplier of any breakdown or maintenance requirement for the equipment.



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## **INDEMNITY**

At all times the hirer will indemnify and shall keep indemnified the supplier from all claims, demands, costs and expenses of whatever nature arising out of or in connection with the equipment or its use by the hirer, its servants, or agents during the hire period.

## **EARLY TERMINATION**

If the hirer fails to pay any hire charges on the due date or, if in the view of the supplier, the hirer has misused or mistreated the equipment, or if the location of the equipment is changed during the hire period without the suppliers written consent then, at the suppliers option without prejudice to its rights generally, the supplier may, by notice in writing to the hirer, terminate the Contract forthwith, whereupon the hirer shall return the equipment to the supplier immediately or, at the suppliers option, the supplier may collect the equipment from the hirer. If the hire contract is terminated earlier than agreed, a 20% charge of the remaining term will be payable.

## **CONSEQUENTIAL LOSS**

The supplier shall not be liable to the hirer for the consequential losses, financial or otherwise, arising from the late delivery of the hire equipment, the defectiveness of it, or due to its unsuitability for the hirer's requirements.

## **ACCESS TO EQUIPMENT**

The hirer hereby grants the supplier full rights of access to the premises on which the equipment is located during the period for the purposes of inspecting, repairing, maintaining, cleaning or collecting the equipment as the case may be.

## **STATUTORY RIGHTS**

Save as varied or limited by the virtue of the terms herein, the hirers' statutory rights shall remain unaffected. If any one or more terms herein are held by any competent Court or tribunal to be invalid or unenforceable, such finding shall not by itself affect the validity and/or enforceability of the remaining terms herein.



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