

## TERMS AND CONDITIONS OF HIRE FOR THE BATAK LITE MACHINE(S)

- 1 **DURATION OF HIRE:** The hiring shall commence when the equipment leaves the owner's premises and shall terminate when the equipment is returned to the owner's premises. Collection shall be between 9.00am and 12.00 noon on the first day of hire and return between 9.00am and 12.00 noon on the day immediately following the hire unless otherwise agreed in writing. Failure to return the machine on the day following the final hire period date will result in a charge of **£250.00 + VAT** for this day and every subsequent day (or part day of machine retention) plus all applicable **return costs** of the hired equipment to our company premises (DN Publications Ltd, 37 Lee Street, Horley, Surrey, RH6 8ER, UK).
- 2 **ORDERING EQUIPMENT:** The provision of equipment on hire can only be undertaken on receipt by the owners of this signed hiring agreement from the proposed hirer together with a non-refundable payment (paid on Invoice) of the full agreed hiring charge.
- 3 The owners will not be responsible for failure to comply with telephoned instructions. Such instructions should be confirmed in writing within 24 hours. Equipment on hire will remain on hire until received by an agent of the owners or returned to the owner's premises.
- 4 **TRANSPORT:** Unless otherwise agreed in writing (by letter / email / fax), all hirings are made on a 'collect and return' basis from our premises (DN Publications Ltd, 37 Lee Street, Horley, Surrey, RH6 8ER, UK) and Hirers should make their own arrangements for the collection and return of goods.
- 5 **RESPONSIBILITY OF HIRER:** The owners will test all equipment and ensure that it is in order before handing over to the hirer and the hirer will examine and satisfy themselves regarding the condition of the equipment and will use the equipment in a skilful and proper manner and shall at his own expense keep the said equipment in good and substantial repair and condition. Reasonable wear and tear accepted and will keep the owners indemnified against all loss of/or damage to the said equipment from whatsoever cause the same may arise and will allow the owner at all reasonable times to have access to the said equipment. The hirer will remain responsible in the terms of these conditions until the said equipment is returned to the owners at their depot or to a servant of the owners authorised to collect the same.
- 6 The hirer shall not sub-let or part with possession of the equipment or move the same from the original site on which it was used without the written consent of the owners. The hirer shall allow the owners access to their site at all reasonable times for inspection of the equipment. The hirer agrees to keep the equipment suitably protected from the weather at all times.
- 7 **HIRE CHARGES:** The agreed hire charge sum and where applicable any transport costs are payable in full before the machine(s) leave our premises.
- 8 **DAMAGE OR LOSS OF EQUIPMENT:** The hirer is responsible for the safe custody of equipment and shall insure and keep the same insured against all risks. If any equipment is lost, stolen, defaced or damaged in any way (fair wear and tear alone accepted) whilst in possession of the hirer, the cost of replacement or of making good the damage shall be borne by the hirer. In the case of equipment lost or stolen the charge made will be the current manufacturer's selling price plus 10% as inconvenience charge.  
  
The hirer is also responsible for fully and completely indemnifying the owner in respect of all claims by any person whatsoever, including the operator, for injury to persons or damage to property caused by or in connection with or arising out of the hire of the equipment. Should accidents occur while using our equipment these should be reported to us at once and should loss or theft occur these should be reported to the local police immediately, although this will not detract from the fact that the hirer is still responsible.
- 9 The hirer agrees that should any of the aforementioned conditions be violated then the equipment should at the owner's discretion be deemed off hire and the owner shall have every right to bring whatsoever authority deemed necessary to effect the recovery of the same hire equipment. Such action without prejudice to any monies which may become due to the owners.
- 10 The above Terms and Conditions shall apply to all hiring orders placed with us. Any stipulations or conditions that would conflict with these Terms and Conditions or in any way qualify or negate the same shall be deemed inapplicable to any hiring order unless expressly agreed in writing when acknowledging the order in question.

**TERMS AND CONDITIONS OF HIRE FOR THE BATAK LITE MACHINE(S)**

**THE TERMS AND CONDITIONS SET OUT HEREIN** to the exclusion of all others shall govern this contract between the owners and the hirer.

Machine(s) to be hired: ..... **BATAK LITE MACHINE x 1**

**Attachments:** ..... **METAL LEGS x 2**  
**POWER SUPPLY x 1**  
**MANUAL x 1**  
**SPARES x 1**

Notes on Condition: ..... **GOOD CONDITION**

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Period of Hire (inclusive): ..... *xx/xx/xxxx* **until** *xx/xx/xxxx*

Notes: ..... Collection and Return by: **ABC LIMITED**  
Return Date: ..... *xx/xx/xxxx*

Cost of Dry Hire: ..... £ **xxxx.xx** ..... + V.A.T

**(Hirer)**

**ABC LIMITED**

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**I AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS OF THIS CONTRACT AND AM AUTHORISED TO SIGN ON BEHALF OF THE HIRER.**

Name: .....

Signature: ..... Dated: .....