

HIRE TERMS AND CONDITIONS

The Hirer shall satisfy himself that the Equipment supplied by the Owner corresponds to the Order Form and is in working order. Any part of the Equipment found to be faulty, or not found to correspond with the Order Form, shall be notified to the Owners within one working day of receipt of the Equipment. Failure to do so will render the Hirer responsible for the payment of the Rental Fee up to the time of notification.

It is the Hirer's responsibility to ensure that the Equipment is, if necessary, compatible with existing systems, and is suitable for all the Hirer's requirements.

The Owners reserve the right to substitute the Equipment proposed for the Rental with alternative equipment of an equal or higher specification (which, for the purposes of interpreting the Contract, shall become the Equipment). On termination of the Contract the Hirer may not substitute any Equipment delivered by the Owner.

The Hirer acknowledges that by signing the Contract he has been instructed in the safe operation of the Equipment and the Hirer undertakes to ensure no one else uses the Equipment who is not properly instructed and shall not allow the Equipment to be misused in any way other than in accordance with the instructions of the Owner.

Save in respect of death or personal injury caused by the Owner's negligence, the Hirer shall at all times and in all respects indemnify the Owner against and from, any and every expense, liability, loss, claim or proceeding whatsoever in respect of any personal injury or loss whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hirer (if the same is possible) and injury to any servant, employee or agent of the Hirer) and in respect of damage to any property whatsoever (including the Equipment) or injury to any person arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any part thereof.

The Owner shall not be liable for any consequential expense liability, what so ever caused by the late delivery, non-delivery, unsuitability, breakdown, failure or repossession of the Equipment. The hirer will ensure that the equipment is not used by anyone under the age of 16 years old without prior consent of the Owner.

The Hirer indemnifies the Owner against any loss or damage to the Equipment and against any loss, damage or injury caused by the Equipment (except for any caused by the Owner's own negligence) in so far as it is not covered by insurance of the Equipment.

The Hirer must insure and keep the Equipment insured under a fully comprehensive policy at the Hirer's expense to their full replacement value (as notified on the order form) with a reputable insurer chosen by the Hirer. Insurance must include

cover against the risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in the case of equipment of the type to which this Contract relates.

The Hirer will produce to the Owner on demand evidence of the insurance cover and of the payments of premiums under the insurance policy.

The Hirer must notify the Company promptly of any loss of or damage to the Equipment and hold any insurance moneys received by the Hirer in trust for the Owner.

The Hirer irrevocably authorises the Owner to negotiate with the insurers to settle any insurance claim and to receive the insurance moneys in making good any damage, in replacing the Equipment with goods of a similar type, in compensating the Owner for any loss or damage which it may suffer or incur.

The Hirer agrees to pay any shortfall to the Owner on demand.

Any loss of or damage to the Equipment shall not affect the continuance of this Contract.

If the Hirer fails to pay any insurance premium the Owner may, but shall not be obliged to, pay the same and the Hirer will reimburse the Owner on demand.

The location of the Equipment, during the Rental, should remain at the delivery address and should only be relocated upon the written consent of the Owner.

The Owner will be granted access to the premises where the Equipment is located by the Hirer at all reasonable times and with reasonable notice to inspect, maintain, replace, substitute or remove the Equipment under the terms stipulated herein.

The Equipment shall not be altered modified or adjusted defaced or repaired by the Hirer. Doing so will liable the Hirer to the full replacement cost of the Equipment.

The Hirer shall at his own expense keep the Equipment in a clean and good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use, maintaining where applicable the manufacturers' recommendations.

The Hirer undertakes not to remove or interfere with any identification marks affixed to the Equipment, or to deface or add to the Equipment.

The Hirer agrees to pay all costs incurred by the Owner in rectifying any damage or cleaning of the Equipment. Hire charges will continue until such rectification is complete.

CONT.

In the event of Equipment failure the Owner will use reasonable endeavours to repair or replace the Equipment with the same or similar/higher specification equipment, within seven working days at no charge to the Hirer. Should the Equipment failure prove to be due to misuse or the fault of the Hirer, the Owner reserves the right to pass on the repair costs and engineering charges to the Hirer. Under no circumstances shall the Hirer attempt any repairs.

The Hirer is responsible for day to day adjustment and care of the equipment

The Owner may impose a charge of up to £50.00 for visits to the Equipment for matters of this nature.

The Rental will terminate within seven days of the Owner receiving written notification that the Hirer wishes to terminate the Contract after the expiry date of any fixed minimum contract period. If the Hirer does not contact the Owner in writing seven days prior to the end of minimum contract period, the Contract shall continue seven days after the Owner receives written notice of termination from the Hirer.

The Hirer may terminate the Contract prior to completion of the Contract, by agreement in writing of both parties the Owner reserves the right to enforce a cancellation charge of such amount that may be necessary to indemnify the Owner against all loss resulting from the said cancellation.

The Owner may terminate the Rental if the Hirer is in breach of the Contract, or is in default of any payment due, or in the Owner's sole opinion may become in breach or default during the period of Rental. The Owner shall be entitled at any time and for any reason what so ever without explanation terminate this Contract by giving the Hirer 7 days notice in writing.

The Hirer expressly acknowledges that the Owners are the original manufacturer or supplier of the Equipment, and that the equipment has been selected by the Hirer as suitable for its purpose. The Hirer accordingly agrees and acknowledges that all conditions, warranties or representations whether expressed or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law.

The Equipment shall not be altered modified or adjusted defaced or repaired by the Hirer, doing so will liable the Hirer to the full replacement cost of the Equipment. The equipment is and shall remain the sole property of the Owner and the Hirer shall not sell offer for sale, assign, mortgage, pledge, lend or otherwise deal with or part with possession of the equipment

Any dispute between the Owner and the Hirer arising from the Contract shall be subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

All times or dates quoted for delivery of the Equipment are given in good faith but without any responsibility on the part of the Owners. The delivery will take place during Monday to Friday between the hours of 9.00am to 6.00pm unless otherwise agreed. Time of delivery shall not be of the essence of the Contract.

The Owner will arrange collection of the Equipment from the location detailed on the Contract during Monday - Friday, between the hours of 9.00am to 6.00pm within seven days after the termination date. The Owner cannot be held liable for any damage made while delivering and installing the Equipment in the Hirer's home or place of business however it so may be caused.

If the Hirer cancels the delivery or collection with less than 24 hours notice to the Owner or is not in at the agreed delivery or collection time a charge of up to £50.00 will be made for redelivery or collection of the Equipment

Should any term in the Contract be held to be invalid such invalidation shall not affect the validity of the remaining terms.

Lumicycle (UK) Ltd
Unit K3, Granville Works
46, R . L . Stevenson Ave
Bournemouth
BH4 8EG

Lumicycle Uk Ltd © 2009