

TERMS OF THE AGREEMENT

1. Ownership of the goods

This is a hire agreement. The goods will remain our property at all times and can never become yours. You must not sell or dispose of them.

2. Period of hire

You agree to hire the goods until the end of the minimum hire period stated overleaf or until the expiry of notice given under Clause 11, whichever is the later.

3. Payment

(a) Before signing this agreement you must have paid the advance rental and deposit shown. By signing this agreement you agree to pay the rentals set out overleaf by their specified dates to us by Bank Standing Order Mandate

(b) The refundable deposit is payable by the hirer prior to taking the instrument, this will be repaid to the hirer subject to the instrument being returned in the same condition as supplied with the exception of fair wear and tear

4. Variation of rentals

We have the right to vary the rentals payable after the end of the minimum hire period by giving you one month's notice in writing expiring at or after the end of that period.

5. Failure to pay on time

We have the right to charge interest at the rate of 10% per annum on all overdue amounts. This interest will be calculated on a daily basis from the date the amount falls due until it is received.

6. Place where goods are kept

You must keep the goods safely at your address stated overleaf.

7. Care of the goods

You must use the goods in a careful and proper manner and (apart from any arrangements for maintenance under Clause 9) keep them in good working order.

8. Insurance against loss or damage

You are responsible for all loss or damage to the goods (except fair wear and tear) even if caused by acts or events outside your control. You must therefore insure the goods against loss or damage.

9. Maintenance

The agreement shows that we are to maintain the goods. You must notify if the goods require maintenance or adjustment.

If at any time we decide that it is no longer practicable to keep the goods in working order we may either:

(a) replace the goods by other goods as similar as possible to those replaced or

(b) end this agreement by giving you seven days' notice in writing.

If we end this agreement under paragraph (b) you must let us collect the goods. You will not be liable for rentals falling due after such termination and will be entitled to recover any rental paid in advance in respect of the period after termination. This clause will not affect your statutory rights.

10. Right to end the agreement

You or we may end this agreement by giving one month's notice in writing expiring at or after the end of the minimum hire period. You must then return the goods or make them available for collection by us.

11. Our further right to end the agreement

We may end this agreement and take back the goods, after giving you written notice, if at any time:

(a) you fail to pay any amount within 14 days of its due date or commit any other breach of your obligations;

(b) you have an interim or bankruptcy order made against you or you petition for your own bankruptcy, or are served with a creditor's demand under the Insolvency Act 1986 or the Bankruptcy (Scotland) Act 1985, or make a formal composition or scheme with your creditors, or call a meeting of them;

(c) execution is levied or attempted against any of your assets or income or, in Scotland, your assets are pinded or your wages arrested;

(d) the landlord of the premises where the goods are kept threatens or takes any step to distrain on the goods or, in Scotland, exercises his right of hypothec over the goods;

(e) you have given false information in connection with your entry into this agreement;

(f) the goods are destroyed or the insurers treat a claim under the policy for the goods on a total loss basis.

12. Your liability if we end the agreement

If we end this agreement you must pay us all rentals up to the date when this agreement comes to an end.

If we end this agreement under Clause 12 before the expiry of the minimum hire period you must also pay us a sum equal to the rentals for the period remaining to the end of the minimum hire period less any rentals obtained by us during this period by reletting the goods and any other deduction which we may consider reasonable.

13. Expenses

You must repay on demand our expenses and legal costs for:

(a) finding your address if you change address without first informing us or finding the goods if they are not at the address given by you;

(b) taking steps, including court action, to recover the goods or to obtain payment for them.

14. General provisions

(a) The word 'goods' includes any replacements, renewals or additions made to them by us or by you with our prior written consent.

(b) No relaxation or indulgence which we may grant to you shall affect our strict rights under this agreement.

(c) Where two or more of you are named as the hirer, you jointly and severally accept the obligations under this agreement. This means that each of you can be held fully responsible under this agreement.

(d) we may transfer our rights under this agreement.

15. When this agreement takes effect

This agreement will only take effect if and when it is signed by us or our authorised representative.