



Terms and Conditions For The Hire Of Equipment

General:

The terms and conditions set out below shall be the basis of all Contracts of Hire with which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by Environmental & Gas Monitoring Ltd, hereafter referred to as EGM on the basis of such Rental Agreement.

Definition:

In these terms and conditions EGM Ltd means Environmental & Gas Monitoring Ltd whose principal place of business is Unit 5 Barrmill Road, Galston, Ayrshire, KA4 8HH. The hirer shall mean any person, persons or body corporate entering into a rental agreement with EGM Ltd for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with EGM Ltd subject to any addition or amendment which shall be in writing and ratified by a Director of EGM Ltd

The Period of Hire:

1. The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from EGM Ltd) and shall terminate when equipment is returned.

2. Where equipment is delivered or collected by hirer, hirer's servant or agents such delivery or collection is at the hirer's risk and expense. The hirer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves EGM's premises until it is returned to EGM's premises.

3. The hirer will provide adequate and appropriate insurance to cover the full, new for old replacement cost of the equipment.

4. The hirer must collect the equipment between 14:00hrs and end of business on the agreed on hire date and return the equipment by 11:00hrs on the agreed off hire date. Except where orders are placed online. EGM will use a nominated courier to send the goods, but the hirer must arrange for its safe return.

Equipment:

1. The hirer will satisfy himself on taking possession of all equipment that it is in good working order and in undamaged condition.

2. All equipment on hire remains the absolute property of EGM.

3. The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of EGM is first obtained.

4. In the event that the hirer intends to take equipment out of the mainland of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from EGM who may at their sole discretion vary the terms of the rental.

Damage or Loss to Equipment Hired:

1. It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify EGM in respect of any loss or damage howsoever caused whilst in the hirer's possession.

2. All damage or loss will be notified to EGM immediately (or as soon as practicable) following which the goods must be returned to EGM for repair or replacement should repair be uneconomic.

3. The hirer shall be liable to pay the full cost of repair and / or replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.

4. In the event of loss or damage to equipment the period of hire will without further reference to the hirer extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made whether or not such period extends beyond that of the original rental agreement.

Liability:

1. EGM shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non-functioning equipment during the period of hire. EGM will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

2. The hirer will indemnify EGM at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.

3. In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter EGM shall have no liability whatsoever in respect of the loss, damage or imperfection of any such material and the hirer will fully indemnify EGM in respect of any such claims by a third party.

Rental Fees:

1. During the Rental agreement the hirer will pay the rental fee as specified in the order plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.

2. EGM reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement.

3. All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of EGM up to thirty days after the date of any invoice subsequently issued.

4. EGM reserve the right to charge at the daily rate for any late returned equipment.

5. EGM reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.

6. Where the hirer is a body of corporate registered in the United Kingdom EGM may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify EGM in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company.

Payment:

1. Payment for hire goods ordered shall be made at the time of delivery unless the customer shall have been granted a credit account. EGM shall have agreed such facility in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period. In the absence of any specific credit period the invoice shall be construed to express a maximum period of thirty days.

2. EGM reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 4% per annum above clearing bank base rate for the time being on any outstanding balance accruing on a daily basis.

3. Where an order made by customers is accepted by EGM and a deposit is paid over by the customer and such sum is agreed between the parties, EGM reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.

4. Payment by BACS should be sent to:
Environmental & Gas Monitoring Limited

Royal Bank of Scotland
Sort Code: 83-45-00
Account no: 00695124
Reference: Company / Your name

Signed

Print.....

Company Name..... Date