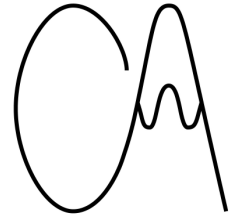


## Indemnity Cover for Hire Equipment

Version 2.1 issued 08 March 2011



### Introduction

- The hire contract places the responsibility for any damage to or loss of the equipment during a hire<sup>1</sup> on the Hirer. If the equipment is lost the full replacement value will become due by the hirer or in the event of damage the full cost of repair and re-statement will be due by the hirer and the hire contract will be deemed to continue until the repairs are completed. However, the owner of the equipment will use their best endeavours to ensure that the repairs are carried out as quickly as possible to mitigate the position of the Hirer.

It is strongly recommended that the Hirer arranges insurance cover for the full value of the consignment to cover any damage or loss during the time the goods are their responsibility. In the absence of such cover the Hirer will be deemed to have self insured and will therefore be personally liable for the full cost of any damage or loss.

### Maintenance and Loss Extension to hire contracts

The owner can arrange for maintenance and loss indemnity extension to the hire contract to cover some of the costs resulting from damage or loss during the hire and for this an additional fee is charged on the hire contract. It is important to note the provisions in respect of goods in transit noted below as these losses are not covered by this extension to the hire contract.

### Definitions

Hire Contract	The hire contract that governs each individual hire. An H is used as a prefix for contract numbers so each can be individually identified; e.g. H1234 etc. The full details are contained in the original hire contract documents, the CA Standard Terms and Conditions of Hire and the CA Terms and Conditions of Sale. All of these latter documents can be downloaded from: <a href="http://www.campbell-associates.co.uk/Hire%20T&amp;C%20v6.pdf">http://www.campbell-associates.co.uk/Hire%20T&amp;C%20v6.pdf</a>
Hirer	The person or Company named in the hire contract as being responsible for the equipment for the duration of the hire; including its transportation to and from the address designated in the hire contract.
CA	Campbell Associates Ltd and / or their agents or assignees as defined in the hire contract and who is the legal owner of the equipment.

<sup>1</sup> The hire is deemed to start when the goods are despatched by CA to the hirer and does not finish until the goods are returned in good condition to CA.  
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— Equipment	The instrumentation and accessories included in the individual Hire Contract including any returnable packaging and instruction manuals.
Hire Indemnity Agreement	This extension to the hire contract outlining the limiting of the hirers responsibility in the case of loss or damage to the equipment during any individual Hire Contract
Hire Indemnity Fee	A fee added to the Hire Agreement to provide a maintenance contract that will cover the cost of any damage to the equipment during the hire and absolve the hirer of the liability for the cost of any equipment lost during the hire subject to the limitations of the Hire Indemnity Agreement.
— Hire Invoice	A commercial invoice issued by CA to cover the hire, extras, transportation and indemnity fees as set out in the Hire Agreement or ancillary documents and agreements. Where approved and current credit accounts are in place this invoice is due for payment within 30 days. In all other circumstances payments are due in advance by bank debit card (or credit cards subject to a 3.5% surcharge). Where a payment card is used to pay hire charges the Hire Contract expressly allows any additional costs resulting from redirection, loss or damage to be debited to that card.
Insurance value	Amount quoted in the hire agreement as the insurance value of the goods listed in the schedule to the agreement.

## Limits of cover provided by the CA Hire Indemnity Agreement

### 1. Transportation

1.1. Where outbound transportation from CA to the Hirer has been arranged by CA and a carriage charge added to the hire invoice then the equipment will automatically be included in the CA goods in transit insurance and further cover is not required by the hirer<sup>2</sup> and is not therefore covered by this extension to the hire contract.

1.1.1. It is however the responsibility of the Hirer to ensure that the delivery address given in the Hire Contract is valid and arrangements are in hand for receiving the goods as per the details given in the Hire Contract. Transport of the equipment is undertaken by couriers and they will do their best to meet the times and dates given in the contract but these must be accepted as estimates and reception arrangements kept available for reasonable periods. Losses due to inadequate arrangements to take delivery of the equipment are therefore not covered by the CA Goods in Transit Insurance or this extension to the hire contract.

1.2. Where return transportation is arranged by CA and the hirer accepts the third party collection charge on the hire invoice the transportation risk is covered by the CA goods in transit insurance policy and further cover by the Hirer is not required<sup>2</sup>.

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<sup>2</sup> It follows that when a Hirer makes their own arrangement to sub-contract or use their own vehicles to collect or return hire goods they are not covered by the CA Goods in Transit policy. When using insurance provided by commercial courier companies it is advisable to check the limit of liability as often this is based on a fixed sum per Kg of consignment weight and is often inadequate for the cost to weight ratio of typical hire consignments.



1.2.1. It is a condition of the CA insurance company that the goods are adequately packed and correctly and clearly addressed for the return journey and it is the responsibility of the hirer to ensure this condition is met for the cover to be effective. Loss or damage due to incorrect packing or addressing will recourse to the Hirer.

1.3. The cover offered by the CA Goods in Transit Insurance is limited to the conditions set out above and only covers the transportation by the approved carriers between CA and the delivery address quoted in the hire agreement. Any subsequent transportation to the location where the Equipment will be deployed must come under the Hirers own insurance or risk.

1.3.1. Note that this cover must include the storage of equipment in vehicles left parked. This extension to the hire agreement only covers the equipment at the point where it is deployed and making measurements.

## 2. Storage

2.1. When goods are stored at the Hirer's premises or at any other location to which the Hirer has sent the goods, including the homes of their staff or their vehicles they are not included in this extension to the hire agreement and must be under the Hirer's own insurance or deemed to be at the hirer's risk

## 3. Damage

3.1. Campbell Associates will waive all charges for rectifying accidentally damaged equipment subject to the following conditions and the Hirer must be able to demonstrate that when the damage occurred to the Equipment the following conditions applied

3.2. The equipment was used correctly and in a safe manner conforming to all relevant legislation, accepted good practice and the CA (including the manufacturers) operating and safety instructions supplied with the equipment.

3.3. Particular attention should be paid to running cables such that they do not present a trip hazard as this could result in personal injury<sup>3</sup> as well as damage to the equipment.

3.4. The installation of the equipment was planned with care to prevent damage by exposure to the weather or other environmental effects that could damage the equipment. This includes but is not limited to the following points

3.5. Having due regard for the difference between weather protected and weather proof installations.

3.6. The correct dressing of cables to ensure that water does not ingress through connectors etc.

3.7. Damage due to cutting of cables when they are run through window or door jambs without the use of the correct flat tape cable are not included in the CA Hire Indemnity Agreement.

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<sup>3</sup> The Hirer should have third party and employers insurance as the CA Hire Indemnity is strictly limited to the cost of repairing the equipment only and expressly excludes any third party or consequential losses.



- 3.8. Damage resulting from the incorrect connection of batteries or their chargers
- 3.9. It was used by persons suitably qualified and experienced in the use of the Equipment and they were not under the influence of alcohol or illegal drugs.
- 3.10. When installed in an area to which there was general access it was under constant supervision<sup>4</sup>. When installed in a secure location such as a locked building, a locked vehicle where the equipment was out of sight, etc. that there was forcible entry to gain access to the Equipment.
- 3.11. It is accepted that measurement microphones must be installed in public places and for them to be covered by this indemnity agreement they have to be installed in such a way that they are out of reach without use of removable access steps and are secured by screws etc such that tools needed to remove them. Suitable mounting brackets are included in the CA hire fleet schedules, see [www.acoustic-hire.com](http://www.acoustic-hire.com)
- 3.12. The Hirer must be able to demonstrate that all reasonable precautions to prevent damage to hired equipment had been taken and in the case of vandalism or accident involving a third party that the matter was reported to the police and a crime reference number obtained.
- 3.13. The Hirer must notify CA within 48 hours of the damage and provide a written statement of the circumstances covering the damage and arrange for the faulty equipment to be returned carriage paid to CA for repair. The hire will be deemed to continue until the damaged items are received by CA fully repaired.
- 3.14. Clients may request advance replacement items to be dispatched to allow a project to be continued and in these case the replacements will be deemed to be covered by a new Hire Contract
- 3.15. In these circumstances the costs of the repairs and reinstatement of the equipment will be charged to the CA Hire Indemnity Contract but this does not include the excess limits defined in the indemnity agreement, hire fee up to the point of damage, the hire indemnity fee or any consequential losses of the Hirer such as rescheduling of site visit to repeat measurements, additional labour costs incurred or any additional hire costs associated with repeating the measurements. Where possible CA will use their best endeavors to recover any measurement results stored within the damaged instruments but they will have no liability for the loss of any such data.

#### 4. Loss due to theft

- 4.1. Campbell Associates will waive all charges for replacing lost or stolen equipment subject to the following conditions:
- 4.2. The goods were not in transit and were at the point of deployment and measurements were being prepared or were in progress.
- 4.3. The theft was from a secure location such as a locked building, a locked vehicle where the equipment was out of sight, etc, and that that there was forcible entry to take the equipment.

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<sup>4</sup> Adequate observation is defined as the equipment was kept under observation by an authorized person able to observe or prevent any attempt to interfere with it and with a reasonable prospect of preventing any unauthorized interference. This means that remote CCTV surveillance is not considered adequate observation.



- 4.4. When installed in an area to which there was general access it was under constant supervision<sup>4</sup>. When installed in a secure location such as a locked building, a locked vehicle where the equipment was out of sight, etc. that there was forcible entry to gain access to the Equipment.
- 4.5. It is accepted that measurement microphones must be installed in public places and for them to be covered by this indemnity agreement they have to be installed in such a way that they are out of reach without use of access steps and are secured by screws etc such that tools needed to remove them. Suitable mounting brackets are included in the CA hire fleet schedules, see [www.acoustic-hire.com](http://www.acoustic-hire.com).
- 4.6. The Hirer must be able to demonstrate that all reasonable precautions to prevent loss of or damage to hired equipment had been taken and in the case of vandalism or accident involving a third party that the matter was reported to the police and a crime reference number obtained.
- 4.7. The Hirer must notify CA within 48 hours of the theft and provide a written statement of the circumstances covering the theft.

## 5. Limitations and excess costs

- 5.1. The CA Hire Indemnity Agreement will repair or replace Equipment detailed in any single Hire Contract that includes the fee for the Indemnity with the exceptions noted in this agreement. It will return the repaired or replaced equipment to the CA hire fleet only and the original Hire Contract will be considered terminated in respect of these items at that time. Any replacement items required by the Hirer will be made available under a new Hire Contract.

### 5.2. Exclusions

- 5.2.1. The hire fee for the equipment<sup>5</sup> incurred up to the point of reporting the equipment loss to CA or return of the damaged equipment to CA.
- 5.2.2. Loss due to the dishonesty of any Hirer's employee, agent or assignee.
- 5.2.3. Theft by Deception.
- 5.2.4. Theft from any building or part of any building not locked as defined above.
- 5.2.5. Theft from any vehicle that was left unlocked as defined above.
- 5.2.6. Theft from a locked vehicle where the Equipment was left visible and unattended.
- 5.2.7. Loss arising from civil disturbance, strike or lockout.
- 5.2.8. Loss occurring outside the UK and Eire.
- 5.3. If there are insurances covering the same claim then we shall only pay our share of the repair or replacement costs even if that insurer refuses the claim.

### 5.4. Claim Limits

- 5.4.1. The following excess charges will be applied to all claims:
- 5.4.2. The first £100 or 15% of the replacement goods, whichever is the greater amount of any Equipment loss claim.
- 5.4.3. Either the first £100 or 10%, whichever is the greater amount, of the Equipment repair costs in respect of a damage claim
- 5.4.4. 100% of any claim for loss of unattended equipment in either a public place, from an unlocked vehicle or from a locked vehicle where the equipment was in view.

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<sup>5</sup> The Hire Indemnity Fee and any transportation or credit card fees are payable in full.