

Campbell Associates Limited. Terms & Conditions of Hire**1.0 General**

- 1.1 The contract shall be considered as a contract made in England and subject to English law.
- 1.2 The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.
- 1.3 All prices are deemed to exclude Value Added Tax which shall be payable in addition by the Hirer at the rate prevailing at the tax point.

2.0 Interpretation

- 2.1 **The Owner** is Campbell Associates Ltd, full contact details on the Hire Contract. Hereafter referred to as CA
- 2.2 **The Hirer** is the person named in the Hire Contract as Hirer.
- 2.3 The **Hire Period** starts on the day after the Equipment is despatched by CA to the site address stated on the Hire Contract or made available for collection from CA by the hirer. The hire ceases when all the Equipment is returned to CA in good working condition or if the equipment has been damaged during this Hire when all necessary repairs to the Equipment have been completed. These dates are shown on the hire contract as the start and planned end dates; during the hire the end date may be altered by agreement with CA subject to the minimum hire period of seven days and re-negotiation of any long term hire discount agreed and noted in the contract
- 2.4 **Equipment** means all the equipment described in the Hire Contract and attached kit lists including protective cases, hand books, calibration certificates etc.
- 2.5 **Rental** is specified in the Hire Contract as the day rate at which the Equipment is Hired times the number of days the hire continues plus the additional items (delivery etc). If the Hire Period is exceeded then the rental shall be calculated over the extended period. There is a minimum rental of £30 excluding carriage. Rental is invoiced at the end of the hire or if it continues over a calendar month end CA may at its sole discretion invoice for the hire to date.
- 2.6 **Payment.** Pre-payment via a bank debit card (free of charge) or bank credit card (subject to 3% surcharge) is the normal method. Regular clients may apply for a credit account and if agreed by CA will be invoiced on net 30 day terms.

3.0 Duration of Hire and Delivery

- 3.1 CA hereby hires to the Hirer for the Hire Period the Equipment at the Rentals as described in the Hire Contract upon these terms and conditions.
- 3.2 The CA shall use all reasonable endeavour to have the Equipment available for delivery or collection on the start date of the Hire Period specified in the Hire Contract but CA shall not incur any liability whatsoever in the event of delay.
- 3.3 In addition to the Rentals the Hirer shall be liable to pay CA's outbound carriage charges for the Equipment.
- 3.4 Delivery of the Equipment is usually made by overnight carrier to the Site Address on the Hire Contract. Return of Equipment to CA is the Hirer's responsibility. The Hirer may request CA to collect the Equipment from the Site Address at the end of the hire and a separate charge will be made for this service.
- 3.5 All Equipment must be returned using the packaging provided. Failure to return packaging before the due payment date will result in an additional charge for its replacement. Any repair costs for equipment damaged during transit due to incorrect packaging will be charged to the Hirer at CA's sole discretion.
- 3.6 The Hirer acknowledges that CA relies on the Hirer to inspect the Equipment immediately after delivery and to ensure that it is of merchantable quality fit for the Hirer's purpose. The Hirer will inform the Owner within 24 hours of delivery if the Hirer is not entirely satisfied with the Equipment.
- 3.7 The Customs and Excise status of the Equipment is EU free circulation and it may not be removed from the EU without the written consent of CA. If this is given all Customs Duties and procedures are the responsibility of the Hirer and the hire will not be deemed to have ended until documentation has been provided to show that all duties and taxes have been paid and that the EU free circulation status has been restored.

4.0 Terms of Payment

- 4.1 Payment is due within the period specified on the invoice commencing from the invoice date without further reference or statement. Time shall be of the essence in respect of payment of all sums due hereunder and the Hirer shall be deemed to be in breach of this agreement if any payment remains unpaid for more than 14 days after becoming due.
- 4.2 Payments may be made by electronic funds transfer as directed by CA or cheques made payable to Campbell Associates Limited.
- 4.3 Without prejudice to the Owners' right to enforce payment if the Hirer fails to make payment as hereinbefore provided the Owner shall be entitled to charge interest on any balance outstanding from the date the same became due for payment at base rate plus the statutory 8% surcharge.
- 4.4 Interest shall become payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account be subject to any dispute or query.
- 4.5 Without prejudice to CA's right to enforce payment if the Hirer fails to make payment as hereinbefore provided the Owner shall be entitled to charge all costs of debt recovery to the outstanding balance due for payment by the Hirer.

5.0 Hirer's Obligations

The Hirer shall:

- 5.1 Take all reasonable care of the Equipment and keep the same in good, serviceable working condition (reasonable wear and tear excepted) and indemnify CA against loss of or damage to the Equipment howsoever caused.
- 5.1.1 Ensure any instructions or manuals supplied with the Equipment are fully understood and will be observed by the Hirer and any person responsible for the use of the same.
- 5.1.2 Take such further steps as may be properly recommended by the manufacturer or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer or their authorised users.
- 5.1.3 Only operate the Equipment and permit the Equipment to be operated in a skilful and proper manner and by persons who are competent to operate such Equipment.
- 5.1.4 To inform CA of any anticipated delay in returning the Equipment beyond the agreed Hire Period as soon as practical before the end of the Hire Period and CA will then confirm if the Equipment is not committed to another hire contract and allow the hire to continue.
- 5.1.5 Not make, cause or permit any alternation, amendment, modification, repair or marking of any kind on the Equipment without CA's prior written consent. Any such change shall belong to and become the property of CA and be part of the Equipment.
- 5.1.6 Keep the Equipment suitably housed and in particular keep the Equipment in conformity with any statutory requirements from time to time applicable thereto.
- 5.1.7 Permit CA and any person authorised by the CA access to the Equipment at any time so as to inspect and or repair the Equipment.
- 5.1.8 To notify CA in writing of any change in the Hirer's address and upon request from CA to inform them in writing of the whereabouts of the Equipment.
- 5.1.9 If requested by CA to affix or cause to be affixed to the Equipment or any separate parts or parts thereof plates or other forms of marking indicating in terms approved by CA that the Equipment is the property of CA and is on hire to the Hirer. The Hirer shall ensure that such Plates remain so affixed and that the same are conspicuous and are at no time removed, obliterated, defaced or covered up.
- 5.1.10 The equipment shall remain the property of CA (notwithstanding that it may have become attached to any land or building) and that the Hirer shall have no right or interest therein otherwise than lessee and shall at no time do or permit to be done any act or thing which might prejudice or jeopardise the rights of CA in and to the Equipment.
- 5.1.11 The Hirer has entered into this Hire Agreement in the course of and for the purpose of the business or profession carried on by the Hirer and that the Hirer is accordingly not to be treated as a "consumer" within the meaning of the Unfair Contract Terms Act 1977.
- 5.1.12 The Hirer has selected the Equipment as suitable for its purpose.

6.0 Insurance

- 6.1 The Hirer shall throughout the Hire Period or (if longer) for so long as the Equipment remains in its possession or under its control at its own expense insure the Equipment against all loss or damage and also against all risks of third party liability arising out of the ownership presence or use of the Equipment in an amount equal to whichever is the greater of:
- 6.1.1 The full replacement value of the Equipment and

- 6.1.2 The amount from time to time payable on termination of the hiring of the Equipment calculated in accordance with the provisions of clause 8. et seq below
- 6.2 In event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to CA and shall make or assist in the making of any appropriate claim or claims under the said insurance policy in such manner as CA shall require and shall not in any matter settle or compromise any such claim without the prior written request of CA.
- 6.3 The Hirer shall promptly reinstate or repair at its own expense Equipment which has not become a total loss or a constructive total loss and shall continue to pay the Rentals in respect of such Equipment during such reinstatement or repair. All insurance monies received in respect of any such loss shall be applied firstly in or towards payment to CA of any amounts for the time being due and outstanding from the Hirer to them hereunder and secondly in or towards reimbursing the Hirer for the costs of such reinstatement or repairs.
- 6.4 In the event that any such item of the Equipment ("the Destroyed Equipment") shall become a total loss or a constructive total loss, for whatever reason, the Hirer shall pay to CA upon demand an amount equal to the aggregate of:
- 6.4.1 All payments of the Rentals and all other monies then due or in arrears under this agreement in respect of or attributable to the Destroyed Equipment together with interest thereon at the default rate as provided in clause 4.3 and
- 6.4.2 All other sums and amount due hereunder in respect of the Destroyed Equipment in question including a sum equal to that payable under clause 8.3.3 below in respect of the termination of the hiring of the Destroyed Equipment without prejudice to the provisions of clauses 6.3 and 6.4, the Hirer shall be solely responsible for an indemnity to CA in respect of all loss or damage to the Equipment (insofar as the Owner shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or time before physical possession of the Equipment is retaken by the Owner.

7.0 CA's Obligations

- CA shall:
- 7.1 Without prejudice to the provisions of clause 6 prior to the delivery of the Equipment carry out all periodical and other maintenance requirements in respect of the Equipment.
- 7.2 In the event that during the Hire Period any item of the Equipment is unusable use its best endeavours to make an identical or similar replacement item available for collection by the Hirer provided always that such replacement service will only be provided in the mainland of the United Kingdom and upon receipt by CA of the defective item of Equipment.

8.0 Termination

If and on each or any occasion on which:

- 8.1.1 The Hirer shall being an individual die or suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or composition with his creditors: or
- 8.1.2 Being a limited company enter into compulsory liquidation (not being a voluntary liquidation for the purpose of reconstruction or amalgamation only the terms of which have previously been approved by the Owner in writing); or
- 8.1.3 Have a receiver or receiver and manager or administrator appointed to any part of its assets; or
- 8.1.4 Have any redress for rent or other sums under execution or other legal process made in respect of its or his estate or assets
- 8.2.1 The Hirer shall fail to pay rental or other sums payable under this agreement in full within 14 days after the same shall have become due;
- 8.2.2 The Hirer shall commit a breach of any of the other terms or conditions of this agreement and (if capable of being remedied) shall fail to remedy such breach within 7 days after notice in writing of CA requiring the same;
- 8.2.3 The Hirer shall do or cause to be done or permit or suffer any act or thing whereby CA's rights in the Equipment are prejudiced or put in jeopardy, then the Hirer shall be deemed to have repudiated this Agreement and CA may thereupon or at any time within 3 months after becoming aware of the same accept that repudiation and (without prejudice to any other rights hereunder or any pre-existing liability of the Hirer to CA and notwithstanding any subsequent acceptance by CA of any rentals) serve written notice on the Hirer terminating this Agreement forthwith and for all purposes and thereafter the Hirer shall no longer be in possession of the Equipment with the consent of CA and all (if any) guarantees, conditions or warranties assigned to the Hirer in consequence of the operation of clause 9 shall automatically be reassigned to CA.
- 8.3 Upon termination of the hire of any of the Equipment to CA whether under clause 8 above or otherwise the Hirer will;
- 8.3.1 At the Hirer's expense disconnect return or re-deliver such Equipment to the Owner at such place in Great Britain as may be appointed by CA in good working order and condition and so that if the Hirer shall fail to return or re-deliver such Equipment within a reasonable time of being requested so to do by CA they may forthwith and without notice retake possession of such Equipment and for this purpose shall be entitled freely to enter into and upon any premises occupied by or under the control of the Hirer;
- 8.3.2 Be solely responsible for ensuring the safe-keeping supervision and custody of the Equipment until it is returned to or repossessed by the Owner;
- 8.3.3 Without prejudice to the Owner's right to claim damages, become immediately liable to pay to the Owner an amount comprising the aggregate of;
- 8.3.3.1 All arrears of rental and other monies accrued due and unpaid under the terms of this Agreement together with interest thereon the basis specified in clause 4 of this Agreement;
- 8.3.3.2 Any costs and expenses incurred by CA in locating, repossessing, recovering or restoring the Equipment or collecting any payments due under this Agreement or otherwise in obtaining the due performance of the obligations of the Hirer under this Agreement.
- 8.3.3.3 The aggregate of all rental that would have been payable during the unexpired term of the Hire Period adjusted
- 8.3.3.4 All and any other such sums due under this Agreement.

9.0 Return of the Equipment

- 9.1 Upon expiring of the Hire Period the Hirer shall at its own risk and expense return the Equipment to the Owner or as it may direct unencumbered and in good repair and condition (fair wear and tear excepted)
- 9.2 The Hirer shall be solely responsible for the costs of disconnection removal and transportation of the Equipment.

10.0 Indemnity

- 10.1 The Hirer hereby agrees with and undertakes to CA that it will indemnify them and keep it at all times fully and effectually indemnified from and against all actions, claims, demands, proceedings, costs, expenses, losses or liabilities of whatsoever nature which maybe made or brought against or suffered or incurred by the Owner by reason of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly out of the design, manufacture, control, operation, use, removal, maintenance, repair or hiring of the Equipment howsoever arising and regardless of the time when the operation, use, removal, maintenance, repair or hiring of the Equipment is in the possession or control of the Hirer and against all costs charges and expenses of and incidental thereto provided that nothing herein shall impose any obligation on the Hirer to indemnify the Owner against any liability arising in respect of death or personal injury resulting from the negligence of the Owner or its employees or agents.

11.0 Ownership

- 11.1 The Equipment shall at all times remain the property of CA and the Hirer shall have no rights to the Equipment other than as the Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of CA in respect of the Equipment are or may be prejudicially affected.
- 11.2 CA may without the consent of the Hirer assign transfer to or otherwise vest the property in the Equipment in any third party. Likewise CA may assign or charge this Agreement or its rights hereunder to any person provided that (for so long as the Hirer is not in breach) any such assignment or charge will not affect the Hirer's right to quiet possession and enjoyment of the Equipment.

12.0 Notices

All notices shall be in writing and shall be deemed to be duly given when despatched to such party addressed to as specified in the Hire Contract

13.0 Force Majeure

Definition of Force Majeure and consequences described in brochure No.421 of the International Chamber of Commerce apply to these conditions.

14.0 Non-Waiver of Rights

The failure by either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.