

TERMS AND CONDITIONS OF HIRE – 1st November 2005

Definitions:

- The "Owner" shall be Mac Nabb Bros (Waste Disposal) Ltd.
- The "Hirer" shall be yourself

1. The following are the terms and conditions attaching to acceptance of your order except where modified by special arrangements confirmed in writing by us. It shall form the basis of a rental agreement between the Owner and yourself.

2. The term of hire shall be for a minimum of _____ months.

Comment [j1]: This is the rental period agreed by yourself. i.e. 1 year, 2 year or 3 year

On completion of this period of hire, the hirer shall be entitled to purchase the baler for a 'one off' payment of £_____.

Comment [j2]: This is the residual value payment option (For example of £1.00)

If the hirer so wishes they can continue to hire the baler at the price previously agreed.

3. The charge for such hire shall be at monthly rates as shown in our catalogue. Parts of a month will be charged as a full month. The Owner reserves the right to alter the rental rates for equipment already on hire and will give appropriate notice to that effect. There is a minimum hire charge of £_____, which the Hirer shall accept before placing an order. No equipment will be despatched until cleared funds for a months rental of the item is in the possession of the Owner, unless prior arrangement has been made in writing.

Comment [j3]: The Minimum Hire Period will be one third of the overall hire period (i.e. 3 year rental would mean 1 year rental, 1 year rental will mean 4 months rental)

The monthly rental charge is based on the rate band appropriate to the length of the initial rental period ordered and model number. Subsequent contiguous ordered rental periods will be charged at this rate. Monthly rental rate bands are listed in our current pricelist beside each model.

Comment [j4]: As of 1st Jan 2007, we will require cleared funds equivalent to one months rental or the equivalent agreement period (for example if paid quarterly, 1 quarters payment)

4. HIRE COMMENCES ON THE DAY AFTER THE EQUIPMENT IS DESPATCHED FROM OUR PREMISES AND CONTINUES UNTIL THE DAY THE EQUIPMENT IS RETURNED DURING NORMAL WORKING HOURS UNLESS OTHERWISE PREVIOUSLY AGREED IN WRITING.

5. In addition to the hire charge the Owner may make a separate charge for outward delivery and collection. Return of the equipment must be arranged with the Owner, and all charges for the return of the goods are the responsibility of the Hirer. In the event that the Owner wishes to collect the equipment, hire charges will cease at the end of the following working day, subject to the method of charging detailed in clause 3 above.

Comment [j5]: This allows us to charge for delivery but more importantly collection if they break the agreement.

6. The Hirer agrees with the Owners for the duration of the rental contract as follows:

Comment [j6]: Draw attention to all these conditions especially damage or loss

- To keep the said equipment in the Hirer's own possession and on his own premises and not allow the equipment to be transferred.
- Not to subject the said equipment to any misuse or unfair wear and tear and to use the same in a proper manner.
- To preserve the Owner's and Manufacturer's identification numbers or any nameplate that should be upon the said equipment.
- To keep the said equipment in good condition and to make good to the Owners any loss of or damage to the said equipment however caused whilst the said equipment is in the Hirer's possession.
- To arrange at the Hirer's expense adequate insurance cover for the equipment against loss or damage from any occurrence whatsoever until the said equipment is received at our premises and our approved signature given. Alternatively, the Hirer may request and the Owner may agree to arrange insurance cover for the equipment and the Owner will charge and the Hirer shall pay for such insurance.
- To notify the Owners in writing immediately upon loss or damage of the said equipment or

accessories and upon demand by the Owners to pay within 30 days the full cost of repair or replacement. Where equipment is lost, the hire charge will continue until the full cost of replacement is received by the Owners. Where equipment is damaged, the hire charge will continue until the damaged equipment is delivered to our premises.

Comment [j7]: Important condition

g) To be responsible for and to indemnify the Owners against any loss, damage, injury or death to persons or property for whatsoever reasons.

h) To comply with all statutes in the use of the equipment.

i) Not to assign or transfer the benefit of this agreement in whole or in part or to part possession of the said equipment or part of it during the hire.

j) Not to make any alterations, modifications or technical adjustments or attempt any repairs to the said equipment without the written consent of the Owners.

Comment [j8]: Important condition

7. At the termination of the hiring by whomsoever it be determined and in any case not longer than the agreed period the Hirer will make the said equipment available for collection by the Owners. However it is the responsibility the hirer to arrange and pay for the return of the equipment to the owner's premises at the end of the hire period unless the owner has previously agreed in writing to arrange the collection.

Comment [j9]: Another condition in relation to collection charges on balers that are being returned BEFORE the end of the rental period agreed.

8. THE HIRER WILL IN THE USE OF THE SAID EQUIPMENT OBSERVE ALL THE MAKER'S INSTRUCTIONS AND OTHER REGULATIONS THAT MAY BE ISSUED FOR THE PROPER USE THEREOF AND SHALL BE ENTIRELY RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE SAID EQUIPMENT THROUGH FAILURE TO OBSERVE SUCH INSTRUCTIONS OR REGULATIONS OR FAILURE TO USE THE SAME IN A PROPER MANNER.

Comment [j10]: We will not be responsible for damage caused by misuse

9. All invoiced charges are payable within 28 days net cash from date of invoice and the Owner may charge and the Hirer shall pay interest on any overdue charges at a rate equivalent to 8% above the Northern Bank Ltd. Base Rate; such interest is to be calculated from the date payment was due to the date payment is received by the Company either by cheque or direct transfer to its bankers. In the event that payment is not received 28 days after the due date, the Owner has the right to terminate the agreement and recover the equipment without prior notice.

Comment [j11]: Ability to charge Interest on Late Payment as well as administration fees.

10. Delivery dates when quoted are without engagement though every endeavour will be made to adhere to them. In no circumstances shall the Owner be liable for delay in delivery or any consequence arising there from.

11. Cancellation of order can only be accepted with our consent and on terms which indemnify us against loss.

Comment [j12]: Agree to SEVEN day cooling of period but will not mean return of initial rental payment.

12. VAT will be charged at the rate in operation at the relevant Tax Point date and is included in your monthly amount.

13. Rental charges and discounts may be subject to change without prior notice.

14. The equipment is and shall remain the sole property of the Owners.

Comment [j13]: To be noted by renter.

Signed on behalf of the 'Hirer': _____

Signed on behalf of the 'Owner': _____

Date: _____