

CONDITIONS OF AGREEMENT – New Machines

THIS AGREEMENT is made on the date shown overleaf between the Owner of the one part and the Hirer of the other part.

WHERE IT IS AGREED as follows:

The Owner lets and the Hirer hires the machine described overleaf for the date of this Agreement until the hiring is determined as hereinafter provided.

The Owner shall deliver the Machine to the premises of the Hirer or to the address shown overleaf and shall install the same in working order in a position selected by the Hirer and agreed as suitable by the Owner.

The Hirer shall during the continuance of the hiring pay to the Owner without previous demand by way of rent the monthly sum as shown overleaf such payments to be made as set out overleaf.

The Hirer during the continuance of the hiring shall not sell or offer for sale mortgage pledge underlet lend or otherwise deal with or part with the possession of the Machine (or any part thereof) without the previous consent in writing of the Owner.

The Hirer shall duly and punctually pay all rent rates taxes and outgoings payable by the Hirer in respect of the premises where the Machine is installed and protect the Owner against any distress execution or seizure of the Machine and indemnify the Owner against all losses costs charges damages and expenses incurred by the Owner by reason or in respect thereof.

The Hirer shall not allow the machine to be maintained serviced or repaired by any person other than the Owner or some person previously approved in writing by the Owner and the Hirer shall keep the Owner indemnified against all loss and damage to the Machine caused by wilful misuse or neglect of it or by the Hirer's failure to operate the machine in a careful and proper manner in accordance with any operating instructions issued by the Owner. The Hirer is responsible for any damage whether direct, indirect or consequential howsoever caused to the Machine by his servants and agents and indemnify the Owner of all costs incurred by them to repair and or replace the Machine.

If cleaning out the compactor is necessary by the Owner on arrival, to enable the servicing and maintenance of the equipment, or if the Owner has been called out and it is found to be because the compactor is not working and/or malfunctioning due to the waste not being cleaned out, then this will be charged extra to the Hirer under a separate invoice.

The Hirer must comprehensively insure the complete equipment on hire, whilst at the Hirer's premises or whilst under the Hirer's control and is to forward proof of insurance to the Owner. The Hirer must contact the Owner for the value of the Machine for insurance purposes which is subject to change by the Owner without prior notice to the Hirer.

The Hirer shall permit the Owner his servants and agents at all reasonable times to have access to the Machine for the purposes of inspection, repair or maintenance.

The Owner may affix or caused to be affixed on the Machine or any part thereof such plates or other marks indicating that the Machine is the property of the Owner as the Owner may think fit and the Hirer shall allow such plates or marks to remain as affixed and shall not obliterate deface or cover up the same and the Owner shall at all reasonable times have access the machine for the purpose of inspecting such plates or marks and keeping the same in repair.

If the Hirer at any time during the continuance of the hiring wishes to make any mortgage of or charge of encumbrances upon the premises where the Machine for the time being is placed and the Owner consents thereto the Hirer shall four weeks before the making of such mortgage charge or encumbrance give notice in writing to the Owner of such wish and shall procure any such mortgage to be made subject to the rights of the Owner including the right of removal notwithstanding that the Machine or any part thereof may be affixed to the freehold and upon the failure of the hirer to comply with this clause to the satisfaction of the Owner the Owner may determine the hiring forthwith.

The Owner may terminate the hiring at any time without notice.

Upon the Hirer making default in the punctual payment of the rent.

On the making of a receiving order in bankruptcy against the Hirer calling a meeting of his creditors or executing any assignment for their benefit.

Upon the Hirer going into liquidation whether voluntary or compulsory except for the purpose of reconstruction or amalgamation or suffers a receiver to be appointed of any of its assets.

Upon any execution or distress being levied upon the Hirer (and not satisfied within 7 days and in any such case) the Owner may retake possession of the Machine and for this purpose may enter upon the premises where the machine is installed and such determination by the Owner shall not affect the right to recover any money due at the time of such determination or to recover damages for any breach of this agreement before such determination.

The Owner shall in no circumstances be liable for any failure or defective working of the Equipment due to any fault failure or change in the electricity supply service.

In no circumstances shall the Owner be liable for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential howsoever caused.

The Owner has the right at any time at its entire discretion to substitute equivalent Equipment for the Equipment set out in the Schedule to this Contract. In the event of such substitution the terms and Conditions of this Contract shall apply fully to the substituted Equipment as if it were the Equipment originally let to the Hirer.

Any substitute Equipment shall remain the property of the Owner at all times. The Owner's right hereunder shall not be affected by granting any time or indulgence to the Hirer.

All charges under this contract are subject to Value Added Tax, and the Company will issue V.A.T. Invoices to the Hirer for all rents and other charges payable under this contract.

At the request and expense of the Hirer to move the equipment to alternative premises the equipment does not thereby pass out of the possession or control of the Hirer.

The terms of this Contract shall be for the minimum period of hire specified in the Rental Agreement commencing from the date of Installation (and / or the Original Term) and shall continue thereafter in accordance with its terms subject to the right of either party to give to the other three months notice in writing to expire on or after the end of the Original Term.

The rent payable by the Hirer to the Owner for the Machine under the initial contract is inclusive of delivery, crange, installation, maintenance and breakdown call outs. The Hirer is responsible for the disconnection and return transport cost incurred by the Owner to return the Machine on, or after the end of the Original Term; the cost payable under this contract is dependant upon the Machine location.

The Hirer his servants or agents are responsible for the disconnection of any air system or similar pieces of equipment that has been connected to the Owners' Machine by others and must be undertaken prior to the agreed termination of the hire and arrival on site. Any return visits by the Owner due to the aforementioned not being complete will incur further costs payable under this contract to the Owner by the Hirer and would be dependant upon the Machine location.

The Hirer may prematurely terminate this Contract of the hiring hereunder at any time on giving notice in writing to the Company and on payment of all monies then due together with a sum equal to the total of all future instalments of rent which would have been payable under this Contract had it continued until the end of the Original Term. The said sum shall be payable as liquidated damages and not by way of penalty, it being agreed the loss the Company would suffer. The Hirer is responsible for the disconnection and return transport cost incurred by the Owner this sum shall be payable by the Hirer to the Owner against their costs incurred by the Owner and is also not by way of penalty, it being agreed the loss the Company would suffer.

Any time or other indulgence granted by the Owner to the Hirer shall not affect the enforcement of the strict rights of the Owner hereunder.

Use of the word 'Owner' within this agreement does not necessarily imply that the owner has legal title in the goods.

This document must be signed by the Hirer and returned to the Owner prior to the agreed date of delivery and installation and/or the start date of contract hire. Any delay in the Owner receiving this document could delay the agreed delivery and installation date of the equipment and/or the start date of the contract hire.

In Witness whereof the parties hereto have set their hands the day and year shown overleaf. REV 00 01/11/2017.