

# General Conditions for the Rental of Equipment

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## 1. Definitions

British Turntable Company Limited is the owner or bailor of the Equipment and is hereinafter referred in as the Owner. The person, firm or company shown overleaf is hereinafter referred to as the Renter. The Law of England shall govern the rights and obligations of the parties to this contract, the construction of the same, and, so far as possible, off other matters arising out of or connected with, the making, execution and termination of the same.

## 2. Basis Of Agreement

The Owner will let the Equipment and the Renter will take the Equipment on hire upon the terms and conditions hereinafter mentioned.

## 3. Hire Period

The hiring shall commence on the date of this agreement and shall continue until determined as hereinafter provided. Verbal orders however made, if accepted, are accepted at the Renter's risk and unless confirmed in writing by the Renter prior to delivery the Owner accepts no responsibility for any errors in delivery or any loss whatsoever arising therefrom.

## 4. Hire Charges

The Renter will pay the agreed hire charges in advance at the rate(s) agreed. The first such payment must be made on or before the commencement of hiring and subsequent payments are to be made at the consecutive intervals specified overleaf until the hiring is determined as hereinafter provided.

## 5. Punctuality Of Payment

Punctual payment of each instalment of hire charges shall be of the essence of this agreement and the Renter shall be deemed to have repudiated this agreement if any instalment or part thereof shall remain unpaid for more than 7 days after becoming due.

## 6. Address For Payment

All sums payable to the Owner under this agreement shall be paid to him at Emblem Street, Bolton, BL3 5BW or at such other address as the Owner may from time to time specify and payments made by post shall be at the risk of the Renter.

## 7. Carriage

Hire charges do not include carriage and any expenses incurred by the Owner in delivering erecting or recovering Equipment or attempting the same will be paid the Renter. Where carriage charges are quoted by the Owner such charges will include a charge for a maximum of 30 minutes attendance by the Owner's vehicle at the address specified by the Renter. Further time will be paid for by the Renter.

## 8. Authority Of Signatory

The person signing the contract warrants that he has the authority of the Renter to make this contract on the Renter's behalf. The said person hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so.

## 9. Drawings

Drawings, also any particulars of weights, dimensions etc. submitted with the quotation or included in the Owner's Catalogues, folders and leaflets are approximate only and are intended to present a general idea of the Equipment described.

## 10. Erection On Site

- 10.1. Where the Owner is to erect the Equipment the Renter shall be responsible for ensuring that the site is fully and properly prepared and ready for the Equipment to be erected immediately upon delivery.
- 10.2. Without prejudice to the generality of clause 10.1 the Renter shall be responsible for:
  - 10.2.1. the clearing and preparation of the site;
  - 10.2.2. the provision of any scaffolding and any hoists;
  - 10.2.3. the unloading and safe keeping of the Equipment and any fittings for them;
  - 10.2.4. any work necessary at the site after the Equipment have been erected;
  - 10.2.5. all electrical works of any description;
  - 10.2.6. all building and architectural works including without limitation cutting away or making good brickwork, plasterwork and decorative works; and

- 10.2.7. ensuring that the walls, floors, fabric and structure of the building in which the Equipment are to be erected are able to withstand the loads imposed by the Equipment together with any plant and equipment used in the erection of the Equipment.
- 10.3. Except in respect of death or personal injury caused by the Owner's negligence the Owner shall not be liable to the Renter for any loss or damage which arises out of or in connection with the preparation of the Site and any works necessary therefor and the Renter shall indemnify the Owner and keep the Owner indemnified against all loss, damage, costs and expenses awarded against or incurred by the Owner in connection with the same.
- 10.4. If the Renter requests the Owner to undertake any works for which the Renter is responsible the Owner may, but may not be required to, undertake some or all of those works and the Renter shall be additionally liable to pay the Owner charges for the same.
- 10.5. The Renter acknowledges that the skill and experience of the Owner's employees is limited in the erection of the Equipment only. Accordingly the Owner gives no warranty that any works undertaken by the Owner at the Renter's request pursuant to clause 10.4 will be carried out with care and skill beyond that which may be reasonably expected of persons whose skill and experience is limited to the erection of the Equipment.

## 11. Specification

It is the responsibility of the Renter to ensure the accuracy of terms of any order (including any applicable specification) and to ensure that the Equipment is used strictly in accordance with the specification and/or for the purposes stated in the Hire Agreement.

## 12. Duration

If the Renter is an individual, partnership or other un-incorporated body the Contract of Hire will terminate not later than three months from the date of its commencement and the Renter shall restore the Equipment to the Owner on or before the last day of the three month period.

## 13. Prior Signature

Where, for administrative convenience, the Renter is requested by the Owner to sign a Contract and/or delivery note before the Equipment is handed over the Renter agrees to examine the Equipment at the time of the physical hand over the effect of such signature will not become operative until immediately after the physical hand over.

## 14. Delivery

The Owner accepts no responsibility for any loss due to delays or accidents in the transit of Equipment. Dates, whether for delivery of Equipment or completion of work and whether quoted by the Owner or stated on orders by the Renter are to be considered an approximate only, and any period of time, stated by the Owner shall take effect from the date when all the necessary information, including approval of the drawings submitted by the Owner to enable it to put the work in hand shall have been received by the Owner. The Owner will not accept cancellation of any order or any other responsibility however arising, which is due to the time previously referred to being exceeded by the Owner. The Owner accepts no responsibility for damage or consequential loss, however arising, which is due to delay in the manufacture or delivery of the Equipment.

## 15. Loading And Unloading

The Renter shall be responsible for loading and unloading the Equipment at the address specified by the Renter and likewise at the Owner's premises when transported by the Renter, or his agent, and any person supplied by the Owner shall be deemed to be an employee of the Renter at such times.

## 16. Renter's Responsibility

During the continuance of the hiring the Renter shall:

- 16.1. Punctually pay each and every instalment of hire charges.
- 16.2. Pay to the Owner or Bailor interest on overdue instalments of hire charges at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time until payment thereof, such interest to run from day to day and to accrue after as well as before any Judgement.
- 16.3. The Renter shall keep himself acquainted with the state and condition of the Equipment to ensure that it remains safe serviceable and clean. Any breakdown or any unsatisfactory working of the Equipment must be immediately notified to the Owner. Under no circumstances shall the Renter repair or attempt to repair the Equipment unless authorised by the Owner. Such Equipment must be returned to the Owner's premises for examination or when rectification elsewhere is requested the Renter agrees to pay the carriage if required by the Owner.
- 16.4. Permit the Owner and any person authorised by him at all reasonable times to enter upon the premises in which the Equipment is for the time being placed or kept for the purpose of inspecting and examining the condition of the Equipment.

- 16.5. Keep the Equipment at all times in his possession and control and not without the authority of the Owner remove the same from the site specified by the Renter when the Equipment was collected or from any subsequently authorised site.
- 16.6. Notify the Owner of any change in the Renter's address and upon request by the Owner promptly inform the Owner of the whereabouts of the Equipment.
- 16.7. At all times and in all respects indemnify the Owner against and from, any and every expense, liability, loss, claim or proceeding whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Renter) and injury to any servant, employee or agent of the Renter and in respect of damage to any property whatsoever (including the Equipment) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Equipment or any part thereof.
- 16.8. Not to sell, pledge, mortgage, charge or encumber or create or allow to be created any lien on the Equipment whether for repairs or otherwise and in the event of any breach of this sub-clause by the Renter the Owner shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge, encumbrance or lien and to recover such sum from the Renter forthwith.
- 16.9. Immediately after the signing of this Agreement insure the Equipment and keep the same insured during the continuance of the hiring against loss or damage by accident, fire and theft in the full replacement value thereof with an insurance company to be approved by the Owner under a comprehensive policy of insurance in the name of the Owner free from restriction or excess and in default of the Renter so doing the Owner may insure as aforesaid and recover costs thereof from the Renter forthwith. The Renter may hereby irrevocably appoint the Owner his agent for the purpose of receiving all monies payable under the said policy and giving a discharge therefore;
- 16.10. Pay the Owner all expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the Owner in ascertaining the whereabouts of the Equipment, taking possession of it by reason of a breach by the Renter of any provisions of this Agreement and preserving, insuring and storing the Equipment thereafter and of any legal proceedings taken by or on behalf of the Owner to enforce the provisions of this Agreement.



## 17. Renter's Responsibilities (Third Party)

Where the Equipment is lost, stolen, destroyed or damaged by the negligence or wrongful act of a third party the Renter shall immediately notify the Owner thereof, shall not compromise any claim without the consent of the Owner, shall allow the Owner to take over the conduct of any negotiations (except in relation to claims of the Renter for personal injuries, loss of use of the Equipment or loss of or damage to the property of the Renter unconnected with the Equipment) and shall at his own expense take such proceedings (in the Renter's sole name or jointly with the Owner) as the Owner shall direct, holding all sums recovered together with any monies received by the Renter under any policy of insurance taken out by the Renter pursuant to the provisions of this Agreement on trust for the Owner and paying or applying as the Owner directs such part thereof as is necessary to discharge the Renter's liability to the Owner at the date of such payment and to compensate the Owner for the loss, theft or destruction of or damage to the Equipment any surplus being retainable by the Renter for his own benefit.

## 18. Termination

- 18.1. If the Renter shall make default in payment of any of the hire charges payable hereunder or shall fail to observe or perform any of the terms and conditions of this agreement whether express or implied, the Owner may without prejudice to any pre-existing liability of the Renter to the Owner by notice in writing served personally on the Renter or sent to him by prepaid post to or left at the address of the Renter overleaf or at his current or last known business or private address determine the agreement and upon such notice being so served sent or left the agreement and the hiring thereby constituted shall for all purposes determine and thereafter the Renter shall no longer be in possession of the Equipment with the Owner's consent and subject to the provisions of Clause (19) hereof and any pre-existing liability of the Renter hereunder neither party shall have any rights against the other.
- 18.2. If a winding up order shall be made against the Renter or if the Renter shall pass a resolution for voluntary winding up (otherwise than by way of amalgamation or reconstruction) or shall make any arrangements with its creditors or any assignment for the benefit of such creditors or being an individual shall commit an act of bankruptcy or if distress or execution shall be levied or threatened upon the Equipment or upon any of the Renter's property or if any judgement against the Renter shall remain unsatisfied for more than 14 days or if the Renter shall abandon the Equipment then this Agreement shall automatically and without notice determine and, subject to the provisions of Clause (19) hereof, and any pre-existing liability of the Renter hereunder, neither party shall have any rights against the other.

## 19. Effect Of Termination

- 19.1. Upon the expiration or earlier termination of this agreement the Renter shall deliver up the Equipment at the Renter's expense to the Owner at the address of the Owner overleaf or at such other address as the Owner may specify in writing.
- 19.2. Notwithstanding the foregoing provision the Owner may upon the expiration or earlier termination of the agreement without notice retake possession of the Equipment and may for that purpose enter upon any land or buildings on or in which the Equipment is or is believed by the Owner to be situated.
- 19.3. The Renter shall upon any termination under clauses 19(a) or 19(b) pay to the Owner:
  - 19.3.1. All arrears of rentals then due and all other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 16(b) herein; and
  - 19.3.2. The cost of all repairs required as at the date of termination (other than those for which the Owner assumed responsibility); and
  - 19.3.3. Compensation for the loss suffered by the Owner as a result of such termination such loss being determined by the Owner having regard to all relevant circumstances; and
  - 19.3.4. Any other sums which are or become due to the Owner or to which the Owner is entitled by way of damages.

The termination of the Hire constituted by the Hire Agreement shall not affect any rights of the Owner or liabilities of the Renter subsisting at the date of termination.

## 20. Title To Equipment

The Equipment shall remain the property of the Owner and nothing contained in this agreement shall confer or be deemed to confer any interest in the Equipment on the Renter.

## 21. Exclusion Of Liability

- 21.1. The Renter shall be solely responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Owner as a result of any accident involving the Equipment (other than death or personal injury resulting from the negligence of the Owner, its employees or agents).

- 21.2. The Owner does not hire the Equipment subject to any condition or warranty express or implied or statutory in connection with the fitness for any purpose or age of the Equipment and all conditions and warranties are hereby expressly excluded in so far as permitted by statute and (save for the Owner's liabilities for death or personal injury caused by the negligence of the Owner, its employees or agents) the Owner will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or their use or for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) costs, expense or other claim for compensation whoever (and whether caused by the negligence of the Owner, its employees or agents or otherwise) which arise out of or in connection with the hire of the Equipment.
- 21.3. The Renter shall be responsible for and hold the Owner fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Owner as a result of any breach or default on the part of the Renter in the discharge of its obligations under this Hire Agreement.

## 22. Notices

Any notice given to the Renter under this agreement shall be validly given if served by any of the methods specified in clause 18(a) herein and shall if sent by post conclusively deemed to have been received by the Renter within 48 hours after the time of posting.

## 23. Validity

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected hereby.

## 24. Forbearance

No relaxation, forbearance, delay or indulgence by the Owner in enforcing any of the terms and conditions of this agreement or the granting of time by the Owner to the Renter shall prejudice affect or restrict the rights and powers of the Owner hereunder nor shall any waiver of any breach thereof operate as a waiver of any subsequent or any continuing breach.