

# EQUIPMENT RENTAL AND SALES AGREEMENT



This Equipment Rental And Sales Agreement is effective on acceptance of a quotation or a purchase order is received, and is made between NC Hires Ltd and the Client.

NC Hires Ltd Follows this policy, which automatically comes into agreement when using our services:

**1. Term.** This Agreement shall commence on the effective date and remain in full force and effect until Equipment is returned to Owner. Hirer shall return the Equipment on the agreed date, unless terminated earlier consistent with the terms herein.

**2. Payment.** Client shall pay the price stated on the invoice and within the Payment terms stated below and or on the invoice. A payment reminder will be sent on the last day within the payment terms. A 10% Late fee will be applied as per section 6 of the late payments of commercial debts act 1998.

Client shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for optional services, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- e) all expenses Owner incurs due to Hirer's failure to return the Equipment including costs in locating and recovering the Equipment;
- f) all costs incurred to collect unpaid monies due;
- g) payment terms are 30 days as standard unless otherwise agreed

**3. Care of Equipment.** Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

**4. Repair and Alterations.** The costs of all repairs made during the Term shall be paid by Hirer, including but not limited to labour, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

**5. Insurance.** Hirer must carry insurance satisfactory to the Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

**6. Restrictions on Use.** Hirer shall not:

- a) permit the Equipment to be used by any person who is not authorised to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

**7. Loss or Damage** Hirer shall alert Owner to any damage to the Equipment. Hirer shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.

**8. Condition of Equipment.** OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**9. Return of Equipment Hire.** Hirer shall return Equipment on the date specified on the agreement or unless agreed with Owner in the same condition as Hirer received it, except for normal wear and tear. Renter shall return the equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to make additional charges and the Owner reserves the right to take any action necessary to regain possession of the Equipment.

**9.1 Return of Equipment Sales.** Once Item is opened we can't take returns and refund sales under no circumstances, any defects with the equipment, please contact manufacturer for warranty and replacements as this is supplied by them, any defects with the packing that weren't noted in our warehouse, full inspection of every box is completed before it gets handed over to the courier. Any defects when the items arrive must be passed on to one of the team who will take it up with the courier, any other problems speak to one of our team and they will be happy to help. No refunds will be issued, unless agreed in writing by the director.

**10. Termination.** This Agreement shall terminate on the date specified on the agreement . Owner reserves the right to terminate this Agreement earlier upon notice to Hirer.

**11. Indemnification and Liability.** Hirer shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or wilful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. Ownership.** Owner shall at all times retain ownership and title to the Equipment. Hirer shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Hirer shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be Company property, whether or not it may be attached to any other property.

**13. Waiver.** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Hirer shall not constitute a waiver of any breach.

**14. Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

**15. Entire Agreement.** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

**16. Assignment.** Hirer may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

**17. Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**18. Cancellation**

The hirer cancellation fee is the hire rate unless cancelled 72 hours prior to the delivery date at which charge will be waived. The owner reserves the right to invoice for full payment if cancellation is within 72 hours of delivery day. Full payment must be made within the invoice terms