

## TERMS AND CONDITIONS OF HIRE

These terms and conditions of hire ("Agreement") are entered into by and between Driffield Tool Hire and Sales Ltd, a company registered in England and Wales with registration number [Registration Number], having its registered office at [Address], ("Company") and the person or entity identified in the hire agreement ("Customer").

### 1. Definitions

1.1 "Equipment" means the tools, machinery or other items hired by the Company to the Customer.

1.2 "Hire Agreement" means the document or electronic contract which sets out the Equipment to be hired, the hire charges, the duration of the hire and any other relevant terms and conditions.

1.3 "Customer" means the person, firm or company hiring the Equipment from the Company.

1.4 "Company" means Driffield Tool Hire and Sales Ltd, its employees, agents, and assigns.

### 2. Equipment Hire

2.1 The Company agrees to hire the Equipment to the Customer for the duration specified in the Hire Agreement.

2.2 The Customer shall ensure that the Equipment is used only for its intended purpose and in accordance with any instructions or guidelines provided by the Company or the manufacturer of the Equipment.

2.3 The Customer shall be responsible for the safekeeping of the Equipment and shall ensure that it is not lost, stolen, damaged or destroyed. The Customer shall be liable for any loss or damage to the Equipment.

2.4 The Customer shall use the Equipment in a proper manner, ensuring that it is not subject to misuse, abuse or neglect. The Customer shall be responsible for any damage caused by misuse, abuse or neglect of the Equipment.

2.5 The Customer shall pay the Hire Charges as set out in the Hire Agreement.

2.6 The Customer shall notify the Company immediately of any loss, damage, or breakdown of the Equipment.

### 3. Payment

3.1 The Hire Charges shall be payable in advance, unless otherwise agreed in writing.

3.2 The Hire Charges shall be calculated on a daily, weekly or monthly basis, as agreed between the parties.

3.3 The Customer shall pay a deposit for the Equipment at the time of hire. The deposit shall be refunded upon the return of the Equipment in good condition.

3.4 The Customer shall pay any additional charges incurred in relation to the hire of the Equipment, including charges for loss or damage to the Equipment.

3.5 The Customer shall pay any late fees as set out in the Hire Agreement.

### 4. Liability

4.1 The Company shall not be liable for any loss or damage to the Equipment caused by the Customer's negligence, misuse, abuse or neglect.

4.2 The Company shall not be liable for any loss or damage caused by any defects in the Equipment that were not apparent at the time of hire.

4.3 The Company's liability for any loss or damage caused to the Equipment shall be limited to the cost of repairing or replacing the Equipment.

4.4 The Company shall not be liable for any loss or damage caused to the Customer's property or any third-party property arising from the use of the Equipment.

4.5 The Company shall not be liable for any injury, death or loss caused by the Equipment unless the same arises as a direct result of the Company's negligence.

4.6 The Customer shall indemnify and hold the Company harmless from any claims, damages, costs or expenses arising from the Customer's use of the Equipment.

## 5. Repair of Equipment

5.1 The Company shall carry out repairs to the Equipment as specified in the Repair Agreement.

5.2 The Customer shall pay the Repair Charges as set out in the Repair Agreement.

5.3 The Company shall not be liable for any loss or damage caused to the Equipment during repair.

## 6. Termination

6.1 This Agreement shall terminate upon the expiry of the hire period specified in the Hire Agreement or upon earlier termination by mutual agreement between the parties.

6.2 The Company shall be entitled to terminate this Agreement with immediate effect and repossess the Equipment if the Customer breaches any of the terms and conditions of this Agreement.

6.3 The termination of this Agreement shall not affect any rights or obligations of the parties that have accrued prior to the termination.

## 7. Governing Law and Jurisdiction

7.1 This Agreement shall be governed by and construed in accordance with English law.

7.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.

## 8. Miscellaneous

8.1 This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties relating to the Equipment.

8.2 This Agreement may not be amended, modified or supplemented except in writing signed by both parties.

8.3 The Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company.

8.4 The parties to this Agreement are independent contractors, and nothing contained in this Agreement shall be construed to create any agency, partnership or joint venture relationship between the parties.

8.5 The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision.

8.6 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.7 The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Driffield Tool Hire and Sales Ltd:

[Authorized Signatory]

Customer:

[Authorized Signatory]