

Terms and conditions of hire

If this agreement is regulated under the Consumer Credit Act 1974 nothing in it prejudices the rights and duties conferred or imposed upon the Owner and the Hirer under the said act.

- 1). The Owner lets and the Hirer hires the equipment as referred to in the schedule of equipment below from the date hereof until the hiring is determined as provided below.
- 2). The hirer shall collect the equipment and transport it to the premises of the hirer as notified to the owner by the hirer and at the termination of the hiring will return the equipment to the owner.
- 3). The hirer shall during the continuance of the hiring pay the owner without previous demand by way of rental the monthly sum (plus vat at the rate from time to time in force). Such payments to be made by bankers standing order, or is chosen charged to debit/credit card as advised not later than the 20th day of the month in which month the rental becomes due under this agreement. The first payment shall be by payable upon signing of this agreement.
- 4). 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 equipment or any part or parts thereof or move the equipment to any address other than that notified to the owner at the commencement of the hiring without the previous consent in writing of the owner.
- 5). The hirer shall protect the owner against any distress execution or seizure of the equipment and indemnify the owner against all losses cost charges or expenses incurred by the owner by reason or in respect of them.
- 6). The hirer hereby admits that they have inspected the equipment and are satisfied that the equipment is suitable for the hirers intended purpose and that it is in good working order. The hirer agrees that the owner is not responsible for any loss including consequential loss and loss of profit damage or expense resulting from the use or failure of the equipment or delay in delivery of the equipment.
- 7). The hirer agrees to keep the equipment in good working order condition and repair and is responsible for the cost of all repairs and maintenance to the equipment during the period of hire. Such maintenance and repairs to be undertaken to the satisfaction of the owner.
- 8). The hirer agrees to effect and keep in force insurance of the equipment against loss or damage by fire or theft or accident and such other risks as the owner nominates to the full value of the equipment and the hirer further agrees to indemnify the owner against any loss or damage or expense incurred by the owner in connection with the equipment.
- 9). The hirer shall permit the owner his servants or agents at all reasonable times to have access to the equipment for the purpose of inspection or repair.
- 10). The owner may affix or cause to affix on the equipment or any part or parts of the equipment any plate or any other marks indicating that the equipment is the property of the owner which the owner may think fit. The hirer shall allow these plates or marks to remain as affixed and shall not obliterate deface or cover them up and the owner shall at all reasonable times have access to the equipment for the purpose of inspecting it and the plates or marks and the keeping of the equipment in repair (which the owner is entitled to but not obliged to do).
- 11). The hirer agrees to return the equipment at the termination of the hiring to the owner in the same condition as at the commencement of the hiring and in default thereof the owner reserves the right to raise separate charges for the cleaning resetting or repair of the equipment.
- 12). The hirer may terminate the hiring at any time after the expiration of the initial rental period by giving three months prior written notice to the owner expiring on one of the days appointed for payment of rental.
- 13). The owner may terminate the hiring at any time after the minimum period by giving one months notice in writing to the hirer expiring on one of the days appointed for payment of rental.
- 14). If this agreement is not regulated under the consumer credit act the owner may terminate the hiring at any time without notice on the hirer making default in the punctual payment of the rental sum or upon the making of a bankruptcy order against the hirer or the hirer calling a meeting of their creditors or executing any assignment of their benefit or upon any execution or distress being levied upon the hirer or (where the hirer is a limited liability company) going into liquidation whether voluntary or otherwise or suffering a receiver to be appointed of any of it's assets.
- 15). If this agreement is a regulated agreement under the provisions of the consumer credit act the owner may by notice in writing to the hirer terminate the hiring under this agreement:
 - (a) if the hirer shall fail to pay any rental sum or part thereof due under this agreement within seven days of it becoming due whether demanded or not.
 - (b) if the hirer shall fail to perform or observe any of the terms and conditions whether express or implied of this agreement or
 - (c) if the hirer shall do or allow to be done any act or thing which in the opinion of he owner may jeopardise the owners rights in the equipment or any part thereof or
 - (d) if any distress execution or other legal process shall be levied on or due against the equipment or any part thereof or any premises where the same may be or any of the hirers goods or other property or the hirer shall permit any judgement against them to remain unsatisfied for seven days or
 - (e) if the hirer shall commit any act of bankruptcy or have a receiving order made against them or make or negotiate for any compensation or arrangement with or assignment for the benefit of their creditors.
- 16). Upon termination of the agreement under paragraph 15 hereof the hirer shall pay the owner
 - (a) all arrears of sums then due by way of rental sums under this agreement and all interest payable thereon and
 - (b) the costs of repairs required as at the date of termination to render the equipment in good condition and proper working order and
 - (c) as agreed compensation for loss of profit the aggregate sums payable by way of rental sum from the date of termination until the last day of the initial term discounted over the period between the date of termination and the date on which such sums would otherwise have become due, less the net proceeds of sale of the equipment if recovered by the owner and sold within a period of three months from the date of termination or if recovered and not sold the value which would be placed upon it after repairs under (b) above have been carried out such value being determined by a valuer appointed for the purpose by the owner.
- 17). Upon termination for any reason the owner may retake possession of the equipment and for this purpose may enter upon the premises of the hirer using any necessary means to effect entry that the owner may see fit and shall be indemnified by the hirer against any cost incurred during entry and the determination by the owner shall not effect his right to recover money due at the time of the determination or to recover damages for any breach of this agreement before determination.
- 18). Any time or indulgence granted by the owner to the hirer shall not effect the enforcement of the strict rights of the owner under this agreement.
- 19). If this agreement is not regulated under the consumer credit agreement act the owner will require that a guarantor be nominated by the hirer. In event of termination of this agreement for whatever reason whether by the owner or the hirer the guarantor agrees to make good any loss or monies by way of rental sums or any other charges which have become due under this agreement.
- 20). The minimum term of this agreement is six (6) calendar months. Should the hirer elect to continue to hire the equipment beyond the initial rental period it shall be deemed that the hirer agrees to hire the equipment in three (3) calendar month blocks until notice is received by the owner from the hirer in writing. Should the hirer default on any payment and not return the equipment within 7 days of default the hirer agrees, if the owner so requires, to all outstanding amounts, collection charges plus interest being charged to the debit or credit card originally used to guarantee this contract.
- 21). A rebate of 20% of all paid rental, to a maximum of 66% of the kit value, is allowable should the hirer choose to purchase the kit after the initial rental period.
- 22). **All** equipment supplied by the owners and not recovered will be reported stolen.

(KIT : XXXXXXXX)

Owner : UK Sewing Services, Rock Cottage Quarry, Cymau Lane, Ffrith, Flintshire LL11 5EH(UK).

Kit: **KPR1 PRESS + 4 TOOLS;**

Machine. **KPR1 PRESS** Marked as: **XXXXXX**.

Minimum rental period end : **END OF MAY 2008**.....

Kit value. (Please ensure you have adequate insurance cover for this kit)

Total value for insurance purposes = £443.32

Hirer details. Business name.

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Address

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Telephone Number :Fax number.....

email.....

Address of equipment if different from above

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Guarantor details

(guarantor not required if business address above is hirers main UK domestic residence)

Home address of guarantor (can be hirer).

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Telephone Number.....Fax number.....

Email:

Please be advised that should the above address change you are obliged to inform us.

Hirer:

I.....hereby agree to accept the terms and conditions of hire as attached.

SignedDated

Please print name above.....

Guarantor (not required if the above is guarantor)

I.....hereby agree to accept the terms and conditions of hire as outlined on page 1 over.

Signed.....Dated.....

Please print name above.....

(KIT : **XXXXXXXXXX**)