

STANDARD TERMS OF HIRE

1. Interpretation

1.1 In these Terms:

- “Equipment” means the Equipment (including any parts for them) which Eyeheight is to supply in accordance with these Terms
- “Eyeheight” means Eyeheight Ltd, Unit 34, Park House, Watford Business Park, Herts WD18 8PH
- “Hirer” means the company firm or individual who accepted Eyeheight’s quotation for the Hire of the Equipment
- “Terms” means the standard terms of hire set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Hirer and Eyeheight

2. Basis of the Hire

- 2.1 Eyeheight shall hire the Equipment to the Hirer in accordance with Eyeheight’s quotation subject to these Terms which shall govern the hire agreement between the parties to the exclusion of any other terms.
- 2.2 No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Hirer and Eyeheight.
- 2.3 Any advice or recommendation given by Eyeheight or its employees to the Hirer or its employees as to the storage, application and use of the Equipment if followed is acted on entirely at the Hirer’s own risk and accordingly Eyeheight shall not be liable for any such advice or recommendation.

3. Orders

- 3.1 The Hirer shall be responsible to Eyeheight for ensuring the accuracy of any order (including any applicable specification) submitted by the Hirer.

3.2 The description of the Equipment and any specification for it shall be as set out in Eyeheight's quotation. In the absence of a specific piece of equipment Eyeheight will provide a suitable alternative.

4. Cancellation

4.1 The Hirer will not cancel any hire agreement except with the agreement in writing of Eyeheight and on terms that the Hirer shall indemnify Eyeheight in full against all loss (including loss of profit) costs (including the cost of all labour and materials), damages, charges and expenses incurred by Eyeheight as a result of cancellation.

5. Hire Period

5.1 The Hire Period commences on delivery (see clause 9 below);

5.2 The Hire Period terminates on the day of return of the Equipment to Eyeheight or sooner under clauses 17 and 18.

6. Hire Charges

6.1 Payment for hire of Equipment shall be Eyeheight's quoted rate for the Hire Period.

6.2 All rates quoted are valid for 30 days only, after which they may be altered by Eyeheight without giving notice to the Hirer.

6.3 Eyeheight reserves the right by giving written notice to the Hirer at any time before delivery, to increase the rate of the hire of the Equipment to reflect any increase in costs to Eyeheight which is due to any factor beyond the control of Eyeheight (such as, without limitation, alteration of duties, significant increase in the cost of labour, materials or other costs), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Hirer or any delay caused by any instructions of the Hirer or failure of the Hirer to give Eyeheight adequate information or instructions.

6.4 The rate is exclusive of any applicable value added tax which the Hirer shall be additionally liable to pay to Eyeheight.

7. Terms of Payment

- 7.1 Subject to any special terms agreed in writing between the Hirer and Eyeheight, Eyeheight shall invoice the Hirer on or at any time after delivery of the Equipment.
- 7.2 The Hirer shall pay the full charges for the Hire Period without any deductions on the terms agreed and Eyeheight shall be entitled to recover payment. The time of payment shall be of the essence of the agreement. Receipt for the payment shall be issued only on request.
- 7.3 If the Hirer fails to make any payment on the due date then, without limiting any other right to remedy available to Eyeheight, Eyeheight may:
- 7.3.1 cancel the contract or suspend any further deliveries to the Hirer;
 - 7.3.2 charge the Hirer interest (both before and after any Judgment) on the amount paid at the rate of 5% above the base rate of the Bank of England from time to time, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).

8. Delivery

- 8.1 Delivery of the Equipment shall be made either
- 9.1.1 by the Hirer or its agent collecting the Equipment at Eyeheight's premises; or
 - 9.1.2 by Eyeheight or its agent delivering the Equipment to a place agreed by the parties.
- 8.2 The hire sheet must be signed by the Hirer or its authorised representative. By so signing, the Hirer accepts that the Equipment is of satisfactory quality and fit for its purpose.
- 8.3 Any damage to the Equipment on delivery must be noted by the Hirer or its authorised representative on the hire sheet. If the Hirer does not notify Eyeheight accordingly, the Hirer shall not be entitled to reject the Equipment and Eyeheight shall have no liability for any defect or failure and the Hirer shall be bound to pay the full Hire Payment as if the Equipment had been delivered in accordance with the hire agreement.

9. Risk and Property

- 9.1 Risk of damage to or loss of the Equipment shall pass to the Hirer on delivery.
- 9.2 Ownership of the Equipment at all times belongs to Eyeheight.

10. Hirer's use of the Equipment

- 10.1 The Hirer shall not make any modifications to the Equipment, dismantle the Equipment nor remove from the Equipment any notice, bar code or serial number without the prior written consent of Eyeheight.

- 10.2 The Hirer shall not permit the Equipment to be used in any hazardous or dangerous manner.

- 10.3 It is the Hirer's responsibility to ensure that the Equipment is used only in a proper manner for the purpose for which it was intended and designed by a competent person or persons without risk to health and safety and not contrary to any law.

- 10.4 The Hirer must apply for any licences, authorisations or permits necessary regarding possession and use of the Equipment in any jurisdiction.

11. Redelivery and Storage

- 11.1 The Equipment must be returned by the Hirer to Eyeheight at the Hirer's own risk and expense in good condition and state of repair either:
 - 11.1.1 by the Hirer returning the Equipment to Eyeheight's premises; or
 - 11.1.2 by Eyeheight collecting the Equipment from a location agreed between the parties.

- 11.2 Eyeheight is entitled to retake possession of the Equipment in the event of the Hirer's failure to return it and to exercise its full rights for retaking possession including entry onto land or premises for that purpose.

12. Warranties and Liability

- 12.1 Eyeheight shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without Eyeheight's approval.
- 12.2 Eyeheight shall be under no liability in respect of any parts, materials, or equipment in respect of which the Hirer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Eyeheight.
- 12.3 If for any reason Eyeheight is unable to provide the Equipment under the Hire Agreement Eyeheight shall bear no responsibility to the Hirer for any loss including consequential loss arising thereon.
- 12.4 Subject as expressly provided in these Terms all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.5 Except in respect of death or personal injury caused by Eyeheight's negligence, Eyeheight shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term or any duty at common law or under the express term of the Agreement, for loss of profit or for any indirect special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Eyeheight, its employees or agents or otherwise) which arise out of or in connection with the supply of the Equipment (including any delay in supplying or any failure to supply the Equipment in accordance with the contract or at all) or their use by the Hirer, and the entire liability of Eyeheight under or connection with the contract shall not exceed the total hire payments under the contract except as expressly provided in these Terms.

13. Software

- 13.1 Whilst Eyeheight shall endeavour to provide the latest released version of any software in relation to the Equipment, it is the Hirer's entire responsibility to ensure any equipment, system and/or network compatibility.

14. Loss or damage to equipment

- 14.1 The Hirer has responsibility for the safe keeping of the Equipment throughout the Hire Period.
- 14.2 The Hirer must immediately inform Eyeheight of any failure of damage to or loss of the Equipment.
- 14.3 The Hirer shall not carry out any repairs to the Equipment arising out of misuse or mishandling of the Equipment without first obtaining Eyeheight's authority to do so.
- 14.4 The Hirer shall indemnify Eyeheight in full for the costs of any repairs.
- 14.5 The Hirer shall indemnify Eyeheight in full for the replacement of any lost or damaged Equipment or Equipment which in the view of Eyeheight is uneconomic to repair in the value of new replacement equipment and for any consequential loss to Eyeheight arising out of the loss or damage of the Equipment.
- 14.6 During any period in respect of which the Hirer has not already paid to Eyeheight any hire charges for Equipment which is lost or damaged, until such lost or damaged Equipment is replaced or repaired the Hirer shall compensate Eyeheight in full for the loss of use of the lost or damaged Equipment at a rate equivalent to the hire charges currently made by Eyeheight for such equipment.

15. Insurance

- 15.1 The Hirer shall keep insured for the Hire Period all Equipment to its full replacement value under the contract with reputable insurers approved by Eyeheight for:
- 15.1.1 all loss and damage to the Equipment to its full replacement value;
- 15.1.2 public liability to a maximum of £500,000.
- 15.2 The Hirer shall on demand provide Eyeheight with the insurance certificate and details of the policy.
- 15.3 In the event the Hirer fails to insure the Equipment under clause 15.1, Eyeheight shall have the right (but is not obliged) to obtain insurance for the Equipment but the Hirer shall indemnify Eyeheight for all losses including consequential losses arising out of the

Hirer's failure to insure under clause 15.1. The Hirer shall be additionally liable to pay to Eyeheight the following sum or sums in addition to the total Hire Charges:

15.3.1 10% of the total Hire Charges where the Equipment remains in the United Kingdom;

15.3.2 12% of the total Hire Charges where the Equipment is taken outside the United Kingdom but within the European Union;

15.3.3 14% of the total Hire Charges where the Equipment is taken outside the European Union.

15.4 In the event Eyeheight arranges insurance for the Equipment under clause 15.3, the Hirer shall be liable to pay the first £1,000 of any claim and a further £2,000 where a claim involves theft from a motor vehicle or premises or any other location where theft is not accompanied by forceful means.

16. Indemnities

16.1 If a claim is made against the Hirer that the Equipment infringe or that their use infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Hirer shall indemnify Eyeheight against all loss, damages, costs and expenses awarded against or incurred by Eyeheight in connection with the claim or paid or agreed to be paid by Eyeheight in settlement of the claim;

16.2 The Hirer shall at all times indemnify Eyeheight its employees servants and agents against all actions costs claims proceedings or liabilities arising from or in connection with equipment materials crew or any other services provided to the Hirer by Eyeheight.

17. Insolvency of Hirer

17.1 If the Hirer takes any steps in respect of insolvency proceedings, goes into liquidation, bankrupts or is wound up, or ceases or threatens to cease to carry on business, without limiting any other right or remedy available to Eyeheight, Eyeheight may cancel the contract. If Equipment has been delivered but not paid for, the full Hire Payment shall become immediately due and payable.

18. Termination

18.1 In the event that the Hirer is in breach of any of its obligations under this agreement Eyeheight shall be entitled to treat the contract as repudiated and demand the return of the Equipment. The Hirer shall, however, remain liable to pay the full Hire Charges.

19. Export

19.1 The Hirer must provide Eyeheight with prior notification of its intention to take the Equipment outside the United Kingdom.

20. General

20.1 Notices under these terms shall be in writing addressed to the other parties at their registered office or principal place of business.

20.2 No waiver by Eyeheight of any breach of the contract by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

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

20.4 The contract shall be governed by the laws of the England and the Hirer agrees to submit to the non-exclusive jurisdiction of the English courts.