

OPTI-CAL SURVEY EQUIPMENT LIMITED

STANDARD CONDITIONS OF HIRE

These standard conditions of hire, including any special terms and conditions agreed in writing by the parties ("Conditions") shall apply to hire of all equipment ("Equipment") by Opti-cal Survey Equipment Limited (company number 06246981) whose registered office is at 3 Wesley Gate Queens Road Reading Berkshire RG1 4AP ("Company") to any company, firm or individual ("Hirer"). These Conditions shall apply to the exclusion of all other terms and conditions.

1. The Hirer shall hire the Equipment for the hire term set out overleaf. The Hirer may not extend the hire term without the Company's prior written agreement.
2. The address(es) for delivery and collection of the Equipment shall be as set out overleaf.
3. The Company shall use reasonable endeavours to deliver and collect the Equipment at the times stated overleaf but it shall not be liable for any delay in delivery or collection nor for any loss or expense incurred by the Hirer as a result of such delay.
4. The Hirer shall pay to the Company, during the hire term, rental at the rate and time set out overleaf. Rental is payable for the whole of the hire term, notwithstanding that the Equipment may be returned before the hire term has expired. Credit card payments accepted by the Company are subject to a 3.9% surcharge.
5. Punctual payment shall be of a condition of hiring, any invoice queries must be made within 14 days of the date of the invoice. The Hirer shall pay all amounts due in full without any deduction and shall not be entitled use any counterclaim against the Company in order to justify withholding payment.
6. If at any time the rental is 14 days or more in arrears the Company may:
 - 6.1. charge the Hirer interest (both before and after any judgement) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) and the Company's reasonable costs of collecting any overdue payment (including the Company's administrative costs and legal fees); and
 - 6.2. terminate the hire and recover possession of the Equipment.
7. Any literature provided to the Hirer shall not constitute a representation to the Hirer and is expressly excluded from these Conditions. The Company makes no representation or warranty that the Equipment is suitable for the Hirer's purposes, whether made known to the Company or not.
8. By accepting delivery of the Equipment the Hirer agrees that the Equipment has been inspected, it is of satisfactory quality, free from defect and is suitable for the purposes of the Hirer. Any defects should be reported to the Company within 24 hours of delivery.
9. Risk in the Equipment shall pass to the Hirer on delivery and the Hirer shall insure the Equipment against loss or damage to the full replacement value thereof whilst in the Hirer's possession or control. The Hirer shall provide the Company with evidence of the insurance on request. The Hirer shall not do or permit to do anything to the Equipment which could invalidate the insurance.
10. Title in the Equipment shall remain with the Company at all times
11. The Hirer shall during the hire term and until the Equipment is returned to the Company:
 - 11.1. keep the Equipment in good serviceable repair and condition, fair wear and tear expected. Any damage caused to the Equipment whilst in the Hirer's possession or control shall be the responsibility of the Hirer;
 - 11.2. not remove any labels identifying the Equipment as the Company's property;
 - 11.3. not use the Equipment for any purpose other than that for which it was hired, in particular the Hirer shall not use it for any abnormal or hazardous purpose;
 - 11.4. not alter, repair or attempt to repair the Equipment without the Company's prior written consent (which may be subject to such conditions as the Company may in its absolute discretion require); and
 - 11.5. not transfer, lend or sub-hire the Equipment to any third party nor otherwise part with its possession.
12. If, at the end of the hire term, the Equipment is not returned to the Company in good and serviceable repair and condition (fair wear and tear), the Hirer shall continue to pay the rental until the Equipment is so returned or the Company exercises its rights in accordance with clause 13.

13. If the Equipment is not returned to the Company within 7 days of the end of completion of the hire term, the Company may treat the Equipment as lost and purchase replacement equipment, the cost of which shall be charged to the Hirer.
14. If, during the hire term or at any time before the Equipment is returned to the Company, the Equipment is lost, stolen or damaged to such an extent that the Hirer makes a claim under the insurance referred to in clause 9:
 - 14.1. the Hirer shall immediately notify the Company of the same in accordance with clause 24;
 - 14.2. the Hirer shall indemnify the Company for the full replacement value of such Equipment and where the proceeds of any insurance claim are less than the full replacement value (for example due to the deduction of an excess) the Hirer shall make good the shortfall; and
 - 14.3. the Hirer shall continue to pay the rental for the Equipment until the date on which the Company receives payment of the full replacement value in accordance with clause 14.2.
15. It is the responsibility of the Hirer to ensure that the Equipment is returned in good and serviceable condition, for example by having authorised personnel available if the Company collects the Equipment from the Hirer's premises or by delivering the Equipment personally to the Company. If the Hirer elects to return the Equipment by a third party, risk of loss or damage during transit shall rest with the Hirer. Accordingly, if the Equipment is returned in a condition which, in the Company's opinion, is not good and serviceable the Company may, at its sole discretion, repair or replace the Equipment and the cost shall be charged to the Hirer at the full list price.
16. The Hirer shall at all times fully indemnify the Company and its employees, servants, agents and subcontractors against all actions, costs, claims, demands, proceedings and liabilities arising from or in connection with the Equipment during the hire term and until it is returned to the Company.
17. The Company accepts no responsibility for injury caused to any person by the Equipment during the hire term and until it is returned to the Company.
18. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by the negligence of the Company or its employees, servants, agents or subcontractors or for fraud or fraudulent misrepresentation.
19. Subject to clause 16, the Company shall not be liable to the Hirer, whether in contract, tort (including negligence) or otherwise, for any loss of profit, goodwill, business, business opportunity or anticipated saving or for any special, indirect or consequential damage or loss and the Company's total liability arising under or in connection with the Contract, shall be limited to the amount of the rental payable by the Hirer.
20. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
21. Without limiting the Company's other rights or remedies, the Company may terminate any contract governed by these Conditions with immediate effect by giving written notice to the Hirer if:
 - 21.1. the Hirer fails to pay any amount due to the Company on the due date for payment;
 - 21.2. the Hirer commits a material breach of any of these Conditions and, if it is capable of remedy, fails to remedy it within 7 days of the Company's written notice requiring the Hirer to do so; or
 - 21.3. the Hirer has a receiver or administrator appointed, makes any voluntary arrangement with its creditors, is subject to insolvency proceedings in any jurisdiction, goes into liquidation or ceases (or threatens to cease) to carry on business.
22. On expiry or termination of any contract governed by these Conditions:
 - 22.1. the Hirer shall immediately pay all of the Company's outstanding unpaid invoices and, if Equipment has been supplied but no invoice has been submitted (whether in respect of the period prior to termination or in respect of the remainder of the hire term), the Company shall submit an invoice and this shall be payable by the Hirer immediately on receipt;
 - 22.2. the Hirer shall return all Equipment to the Company and, until it does so, it shall observe clause 11. If the Hirer fails to return the Equipment to the Company in accordance with this clause 22.2, the Company may enter any vehicle or premises where the Equipment is stored and remove the Equipment and the Hirer shall be responsible for any damage thereby caused. Without prejudice to any other provision in these Conditions, any receiver, administrator or liquidator appointed over the Hirer shall be bound by this clause 22.2; and
 - 22.3. the accrued rights, remedies, obligations and liabilities of the parties shall not be affected and clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

23. The Company shall not be responsible for any delay or any failure to perform its obligations under these Conditions due to any cause beyond its reasonable control.
24. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post, facsimile transmission or email to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this clause 24 to the party giving the notice. If sent by first class pre-paid post the notice shall be deemed to have been received 2 days after the date of posting. If sent by facsimile transmission or email the notice shall be deemed to have been received on the same day if sent during normal working hours or on the next working day where sent outside such hours (in each case provided it is supported by a valid facsimile transmission/server delivery receipt).
25. These Conditions contain the entire agreement between the parties and no variation of these Conditions shall be binding unless made in writing and signed by both parties.
26. The Hirer shall not assign the benefit of any contract governed by these Conditions except with the Company's prior written consent.
27. These Conditions shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
28. No waiver by the Company 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.
29. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
30. These Conditions shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning them (including any dispute as to the formation of any contract).