

## Conditions of Hire

Please read carefully to ensure that these conditions do not contain anything with which you are not prepared to agree.

### 1. General

#### (a) Definitions

This contract is for the hire of items and accessories ("equipment") the parties to the contract are:

- (i) the "Hirer" and, where the Hirer is not an individual acting in person, the "Signatory".
- (ii) Specialist Training Consultants Limited (Registered No. 3342431) with registered offices at: 7 Rugby Close, Seaford, East Sussex, BN25 3PQ ("STC"). Any condition deemed invalid will not affect other conditions. Nothing in this contract is intended to limit a consumer's existing legal rights.

#### (b) Extent of Contract and Cancellation

The Contract is not assignable and is effective when STC accepts the Hirer's detailed order. STC reserves the right to charge for cancellation.

#### (c) Termination

STC may terminate the contract and repossess equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

#### (d) Ownership of Equipment and Goods

Equipment hired remains the property of STC at all times.

#### (e) STC Hire On Conditions

When STC acts as managing agent for the sourcing of equipment specific conditions may apply. The Hirer will be advised prior to contract commencement.

### 2. Hire Charges

#### (a) Basis of charging

The stated hire charges are for the duration of the contract and include Saturdays, Sundays and public holidays.

#### (b) Transport charges

Delivery and collections including attempted calls by our courier are chargeable.

#### (c) Time for payment and VAT

The Hirer will pay all monies outstanding, including VAT, on demand (interest on amounts overdue is at Barclays Bank base rate plus 4%) and will be liable for reasonable legal charges incurred by STC in the recovery of amounts due, Equipment and/or Goods.

#### (d) Deposits

Deposits are set by STC at amounts reasonably required and will be offset against any monies due. Deposit balances are refunded upon return to STC of equipment in good condition. Balances of deposits paid by cheque will be refunded by cheque issued within 7 business days.

#### (e) Loss of Equipment, cleaning and damage repair

STC may treat Equipment unavailable for inspection after reasonable notice as lost and levy a penalty charge against the Hirer for equipment replacement and revenue loss. The Hirer will pay for required cleaning, breakages, damage, repair and/or equipment loss. Hire charges accrue until full settlement is made.

### 3. Hirer's Responsibilities

#### (a) Inspection and receipt of Equipment and Goods

The Hirer will sign to acknowledge receipt at delivery/handover. Shortages must be agreed and noted on the contract/delivery document. Equipment defects should be reported to STC as soon as possible.

#### (b) Delivery/collection of Equipment and Goods

The Hirer will provide adequate delivery and collection access. Equipment transported in the Hirer's own vehicle is at the Hirer's risk.

#### (c) Security of Equipment

The Hirer accepts responsibility for equipment security until its collection for return to STC and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.

#### (d) Safe use of Equipment and breakdown procedure

The Hirer is responsible for the safe and correct operation of equipment (conforming with relevant legislation and the STC operating and safety instructions supplied) by persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer will immediately notify STC of any equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-STC equipment used in conjunction with or attached to Equipment also conforms to safety requirements.

**(e) Return or collection of Equipment**

The Hirer may arrange for the return or collection of Equipment with STC during normal business hours. When the Hirer requests collection of equipment STC will issue a "collection reference number" in acknowledgement, the Hirer remaining responsible for Equipment until actual collection.

**(f) Lost or stolen Equipment**

The Hirer agrees to insure equipment on a full replacement basis against the risks of loss and theft and on demand to pay to STC any insurance claim proceeds. This liability is without prejudice to any STC rights under the contract. Replacement equipment purchased with insurance claim proceeds is the property of STC.

**4. STC's Responsibilities**

**(a) Hire rates**

STC will maintain the agreed hire rates for the duration of the contract.

**(b) Safety and operating instructions**

STC will provide appropriate written and/or practical instruction in the safe and correct operation of equipment.

**(c) Testing and inspection of Equipment**

Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if equipment needs to be recovered from the Hirer for such purposes STC will substitute items of similar specification.

**(d) Delivery and collection**

Following the Hirer's request, STC will endeavour to deliver or collect equipment during the next business day, wherever possible.

**(e) Returned Goods**

STC will arrange an appropriate credit where the Hirer returns in unused condition goods sold for use with equipment.

**(f) Limitation of liability**

The liability of STC for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of equipment and/or goods, unsuitability, breakdown, stoppage or lawful repossession. Subject to the above STC will be liable for negligence or error in the performance of its obligations under the contract.