

KEY PLANT AUTOMATION LIMITED CONDITION OF HIRE

DEFINITION

"The Schedule" means the details set out overleaf.

"The Owner" is Key Plant Automation Ltd and includes its successors and assigns.

"The Hirer" is the hirer named in the Schedule and includes its successors or personal representatives.

"The Equipment" means any item of plant machinery or equipment described in the Schedule and any addition or accretion thereto or renewal or replacement thereof whether made before or after the date of this Agreement.

"Week" means a period of seven consecutive days.

"Monthly" means a period of four consecutive weeks.

IT IS HEREBY AGREED THAT:-

1. AGREEMENT

The owner will let and the hirer will take on hire the equipment on the terms hereafter set out.

2. HIRE PERIOD

The hire period shall commence when the equipment leaves the owner's premises or the date shown in the Schedule whichever shall be earlier and terminate when received back by or on behalf of the owner at premises designated for that purpose.

3. DELIVERY

The hirer shall pay to the owner any transport costs set out in the Schedule and, if so required by the owner, arrange transport of the equipment to the hirer's site at commencement, and to the premises designated by the owner at termination of the hire period.

4. LOADING

The hirer shall be responsible for all unloading and reloading of the equipment at its site, and any person generally employed by the owner who assists therein shall be deemed to be the hirer's servant for that purpose.

5. DELIVERY & INSPECTION REPORTS

- (a) The equipment shall be deemed to have been delivered in good order and to the hirer's satisfaction and in accordance with this Agreement unless the hirer has by fax, e-mail or in writing notified the owner to the contrary within 72 hours of delivery.
- (b) During the continuance of the hire period the owner shall, if so required by the hirer, supply a copy of any current inspection report required by legislation.

6. RENTAL & STORES

- (a) The hirer shall pay to the owner hire rentals set out in the Schedule.
- (b) Save insofar as the Schedule otherwise provides the first hire rental shall be paid before delivery.
- (c) Save insofar as the Schedule otherwise provides subsequent hire rentals shall be paid in advance at the successive intervals calculated from the date of delivery, set out in the Schedule.
- (d) Rental for a part interval unexpired at the termination of the hire period shall be deemed to have accrued from day to day at a rate equal to that hereinbefore provided for.
- (e) Punctual payment of each hire rental shall be of the essence of this Agreement, and the hirer shall be deemed to have repudiated this Agreement if any hire rental or part thereof remains unpaid for more than 7 days after becoming due.

- (f) All such payments shall be paid to the owner at such address as the owner may from time to time specify or (in default of other specification) at its address shown in the Schedule.
- (g) The hirer shall bear the cost of consumable stores provided by the owner.
- (h) Payments by post are at the risk of the hirer.
- (i) The hirer shall pay to the owner interest on overdue hire rentals at 6% above Minimum Lending Rate from time to time, such interest to run from day to day and to accrue after as well as before Judgement.

7. OBLIGATIONS OF HIRER

During the continuance of the hire period the hirer shall:-

- (a) Punctually make all payments specified in Clause 6 hereof
- (b) Be responsible for the safety of the equipment and maintain and use the same in a good and diligent and workman like manner and in accordance with the relevant instructions and its rated capacity.
- (c) Keep himself acquainted with the state and condition of the equipment.
- (d) At all reasonable times permit the owner the insurers and their respective servants or agents to have access to the said equipment for the purpose of inspection, testing, adjustment, repair or replacement.
- (e) Promptly, by fax or email and subsequent written confirmation notify the owner of any unsatisfactory working, breakdown, loss, theft or destruction of or damage to the equipment.
- (f) Promptly, by fax or e-mail and subsequent written confirmation notify the owner of any accident resulting in injury, loss or damage to person or property arising out of or in connection with the condition or use of the equipment and to make no admission offer promise of payment of or indemnity in relation to any claim relating thereto without the owner's prior written consent.
- (g) Not without the owner's prior written consent cause or permit the equipment to be moved from the exact site location specified in the Schedule.
- (h) Permit the owner to fix plates or marks on the equipment and neither remove, deface or conceal the same nor, without the owner's prior written consent, fix any other plates or marks thereon.
- (i) Keep the equipment free from any distress execution or other legal process.
- (j) Not re-hire sublet lend sell assign pledge mortgage charge part with possession of or other-wise deal with, or create or permit to be created any lien on, the equipment or any part thereof.
- (k) Keep the equipment insured against all risks with an insurance company approved by the owner under a comprehensive policy free of restriction or excess. Any monies payable under such policy shall be paid direct to the owner unless the owner's interest has been discharged. For this purpose the hirer hereby authorises the insurance company to make payment direct to the owner.
- (l) Pay the owner all expenses (including legal costs on a full indemnity basis) of finding taking keeping or storing the equipment and of any legal proceedings by the owner to enforce any provision of this Agreement.
- (m) Be responsible for compliance with all Regulations issued by the Government or Local Authorities.

8. REPAIRS ETC.

- (a) The hirer shall not, without the prior written consent of the owner, carry out any repairs or replacements to the equipment or any part thereof, but may undertake running adjustments.
- (b) The hirer shall not, without such consent, replace any parts save with those identical manufacture type and part thereof if arising from:-

- i. defects therein at the date of delivery of which the owner has received notification under Clause 5 (a) hereof;
- ii. fair wear and tear;

but save as aforesaid the hirer shall be responsible for such expenses.

9. PRESERVATION OF OWNERS COMMON LAW RIGHTS

The terms of this Agreement in favour of the owner shall be in addition to and not in substitution for the terms implied in the owner's favour at common law save insofar as such implied terms are inconsistent with the terms of this Agreement.

10. EXCLUSION CLAUSES

- (a) Any liability the owner might otherwise incur or any right of immunity the hirer might otherwise possess in respect of any condition warranty or representation relation to the condition of the equipment or its merchantable quality or suitability or fitness for any purpose for which it is or may be required (whether express or implied) and whether arising under this or any prior agreement or from oral or written statements made in negotiations antecedent thereto (save insofar as otherwise provided by this Agreement) and hereby excluded.
- (b) The owner shall not be liable to the hirer for any loss of profits or consequential loss or for damage to property of or in the possession of the hirer howsoever caused and whether or not by negligence or breach of this Agreement by or on behalf of the owner.

11. INDEMNITY PROVISIONS

- (a) The hirer shall indemnify the owner against all loss or damage to the equipment.
- (b) The hirer shall indemnify the owner against any claim for damages or costs in respect of personal injury or loss of or damage to property by whoever made arising out of the condition or use of the equipment howsoever caused and whether or not by negligence or breach of this Agreement by or on behalf of the owner.

12. TERMINATION BY THE HIRER

- (a) Where the period of hire is fixed, any attempted premature termination of this agreement by the hirer shall be deemed repudiation thereof.
- (b) Where the period of hire is indeterminate, the hirer may terminate this agreement by giving the owner written notice equal in length to the interval between the hirer rentals due hereunder, and this agreement shall determine on the expiry of such notice or the return of the equipment to the designated premises whichever shall be the later.

13. TERMINATION BY THE OWNER

The owner may by written notice determine this agreement if the hirer defaults in payment of any sum hereunder or fails to observe or perform any other term hereof whether express or implied or if the owner reasonably considers the hirer insecure and thereafter the hirer shall no longer be in possession of the equipment with the owner's consent.

14. AUTOMATIC TERMINATION

If the hirer shall commit an act of bankruptcy or have a receiving order made against him or (being a company) have a winding up order made against it or pass a resolution for voluntary winding up (other than by way of amalgamation or reconstruction) or shall make any arrangements with his or its creditors or any assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of the hirer's property or any judgement against the hirer shall remain unsatisfied for more than 14 days or if the hirer shall abandon the goods then this agreement shall automatically and without notice determine and thereafter the hirer shall no longer be in possession of the equipment with the owner's consent.

15. LIABILITY ON TERMINATION

- (a) On termination hereof however effected the owner may enter onto the hirer's premises without notice to retake possession of the equipment, and the hirer shall return to the owner all documents connected therewith.
- (b) On termination hereof however effected the hirer shall remain subject to his or its pre-existing liabilities to the owner but save as herein provided neither party shall have any other rights against the other.
- (c) On termination under clauses 13 or 14 hereof or by the owner's acceptance of the hirer's repudiation the hirer (without prejudice to such pre-existing liabilities) shall pay to the owner the equivalent of one hire rental, or rental accruing from day to day from the date of termination until the return of the equipment to the designated premises, which shall be the greater.
- (d) Nothing contained in this Clause shall affect the owner's right to claim damages in the event of its acceptance of repudiation by the hirer.

16. ASSIGNMENT

The owner shall be entitled to assign the benefit of this agreement or any right of the owner hereunder including the owner's rights to enter the premises and repossess the equipment.

17. NOTICES

Any notice to be given to the hirer hereunder shall be deemed to have been validly given if served on the hirer personally or sent to him by pre-paid post to or left at the address of the hirer stated in this agreement or at the hirer's last existing or last known business or private address and any notice sent by post to the hirer shall be conclusively deemed to have been received within 48 hours after the time of posting. Any notice to be given by the hirer shall be ineffective unless received by the owner.

18. GRANTING OF TIME

No relaxation forbearance delay or indulgence by the owner in enforcing any of the terms hereof or any granting of time by the owner to the hirer shall prejudice affect or restrict the rights and powers of the owner hereunder nor shall waiver by the owner of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

19. ENGLISH LAW

The construction validity and performance of this agreement shall be governed by the law of England.

20. GENERAL

- a) The Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the Laws of England.
- b) The Customer agrees to submit to the exclusive jurisdiction of the English Courts, provided always that the Company may in its absolute discretion bring any claim, action or proceedings in any other legal jurisdiction.