

1) GENERAL

- a) The "Customer" is the Customer referred to in the hire agreement and the "Owner" is Rowhire Limited. The Hire Agreement is between these two parties.
- b) The Owner will hire and the Customer will rent during the Agreement Period the items (Equipment) all as referred to in box (ii) of the hire agreement or subsequently amended in accordance with the Agreement provided the Customer pays the hire charges and complies with these conditions.

2) OWNERSHIP AND LOCATION OF EQUIPMENT

- a) All Equipment hired to the Customer will remain the property of the Owner at all times. The Customer must not remove, alter or obscure the Owner's markings. The Customer must not at any time allow possession of the Equipment to any other party nor create or purport to create any rights in to or over the Equipment.
- b) The Customer will not re-hire, sublet or lend any of the Equipment to any third party unless the Owner's written consent is obtained beforehand. The Customer may not use the Equipment for commercial purposes or gain.
- c) The Equipment will remain at the Customer's address as detailed in the hire agreement. Any change of address by the Customer must be advised to the Owner immediately in writing.

3) PAYMENT

- a) The Hire Charges detailed in the hire agreement will remain fixed for the Minimum Hire Agreement Period and any continuation beyond that for up to 12 months in total. Thereafter the Owner may on or after any anniversary date of the Agreement increase the hire charges by not more than 1% above the annual rate of inflation figures for the Retail Price Index (RPI) published by Her Majesty's Government for the previous 12 months. The Customer will be advised at least one month in advance of any hire charge adjustment.
- b) All hire charges will be payable monthly in advance throughout the hire and until the Equipment is returned to the Owner. The Owner has the right to charge interest on all monies which, after becoming due, remain outstanding at the rate of 2% per month (after as well as before judgment) on the outstanding balance from time to time.
- c) The Customer authorises the Owner to collect the Hire Charge (totalled at (A) in the agreement) by monthly debit to the credit card listed in the hire agreement. If the Customer fails to return the Equipment at the termination of the Agreement, or if the Equipment has sustained damage in excess of normal wear and tear e.g. structural damage, the Customer authorises the Owner to charge such sums as is reasonable and incurred to make good that excess damage or loss and to charge such sums in full to the credit card detailed in the agreement.
- d) If the Hire Charges become overdue or the Customer is in any other breach of the Agreement, the Owner may terminate the Agreement on not less than 7 days notice in writing and immediately take steps to recover possession of the Equipment. The Customer will provide all reasonable assistance for this recovery. The Owner may recover all hire charges plus all reasonable costs (including legal costs) incurred by the Owner and all interest accrued up to the date of termination and or recovery.

4) DEPOSIT

- a) The Owner will charge a deposit, detailed at B in the agreement, based upon the value of the Equipment delivered to the Customer. The Owner will keep the deposit until the end of the Agreement Period and the deposit will be returned to the Customer if the Equipment hired is returned in the same condition (fair wear and tear excepted) as it was when delivered to the Customer. However when the Owner repays the deposit the Owner is entitled to deduct from it hire charges and any other outstanding sums then owing or payable by the Customer. The Customer will not be entitled to interest on the deposit.

5) OBLIGATIONS

- a) The Customer will bear the cost of repair to any damage (except natural wear and tear) occurring to the Equipment and packaging and such responsibility will extend to its replacement where deemed beyond economic repair whilst in the care and control of the Customer. The Customer's liability extends to damage incurred to the Equipment when being returned to the Owner in the eventuality of damage due to lack of care or proper packaging. The Customer must abide by the returns procedure issued by the Owner.
- b) The Customer is advised to insure the equipment against accidental damage and theft, as the Customer is liable for such.

6) BREAKDOWN

- a) The Customer must inform the Owner immediately of any breakdown or unsatisfactory working of the Equipment. The Customer must not undertake repairs itself without prior written consent of the Owner. The Owner will ensure that upon any breakdown of the Equipment replacement Equipment is provided as soon as practical (if a simple on-site repair cannot be effected by the Customer with or without parts supplied by the Owner) PROVIDED ALWAYS that any breakdown is not caused by misuse or operations for which the Equipment has not been designed.

7) ASSIGNMENT

- a) The Owner may assign or otherwise transfer the Agreement in whole or in part or any benefit or interest in the Agreement to any other person by written notice to the Customer.

8) TERMINATION

- a) Notice to terminate the Agreement must be received in writing by the Owner at least one month prior to the end of the Agreement Period. Unless notice is received to the contrary, any Agreement reaching the end of the Agreement Period will automatically continue monthly from the last day of the Agreement Period and will be terminable on 30 days written notice by either party.
- b) Upon termination, the Customer must comply with the returns procedure in force at the time.
- c) In the event of the Customer going bankrupt, entering into a deed of arrangement or composition with its creditors or being wound up or having a receiver or receiver and manager or a legal administrator appointed or ceasing to trade, this Agreement will be deemed to have been terminated.

9) RETURNS PROCEDURE

- a) The Customer must comply with the returns procedure in force at the time of the return of the Equipment. The returns charge detailed in the agreement may increase on the anniversary of the Agreement, but such increase will be limited to not more than 1% above the annual rate of inflation in respect of the RPI published by Her Majesty's Government for the previous 12 months.

10) LIABILITY

- a) The Owner accepts no liability for personal injury or illness sustained by the Customer in the use of the Equipment, or of anyone else using the Equipment, either with or without the Customers consent, whether sustained through its proper intended use or otherwise, unless attributable to a defect of the Equipment (in which case the Customer should desist from using the Equipment) or the negligence of the Owner. The Customer is advised to seek medical advice before using the Equipment. Subject to this, the Owner shall have no liability or responsibility for any loss or damage of whatever nature due to or arising through any cause beyond the Owners reasonable control.
- b) THE CUSTOMER MUST ENSURE THAT THEY ARE PROPERLY COVERED BY INSURANCE FOR ANY RISKS INVOLVED IN THE USE OF THE EQUIPMENT SUCH AS PERSONAL INJURY OR DEATH TO USERS OF THE EQUIPMENT.
- c) The Owner will not be liable to the Customer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the Agreement on the Owner's part.
- d) Before using any Equipment provided by the Owner, the Customer must ensure that all users of the Equipment have been instructed in the safe use and operation of the Equipment and that such use is in accordance with any relevant operating and safety instructions supplied with the Equipment.

11) GOVERNING LAW

- a) The Agreement shall be governed by and construed in all respects in accordance with English law and the parties agree that the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with the Agreement.

12) ENTIRE AGREEMENT

- a) These conditions, set out the whole of our Agreement relating to the supply of the Equipment to you by us. Nothing said or written by any salesperson, agent, employee, director or other representative on the Owner's behalf should be understood as a variation of these conditions or as a separate term or agreement. Save for fraud or fraudulent misrepresentation, the Owner shall have no liability for any such representation said or written being untrue or misleading.