

Equipment Hire Agreement:

This Equipment hire agreement and the schedule of equipment included, states the terms and conditions that are agreed for the hiring of equipment by [company name and address: -] (hereinafter referred to as the Hirer) from Wyre Micro Development (trading name of Fishtrack Ltd) of 12 Upper Olland St, Bungay, Suffolk (hereinafter referred to as WMD). Any variations to the standard terms must be agreed in writing by WMD.

Period of Hire The contract of hire shall be deemed to be in force throughout the full period during which the subject equipment is removed from and/or returned to Wyre Micro Development premises.

Overview

- Hire fee calculated from the information provided by yourselves
- Hire fee is taken via DD through GoCardless
- Second transaction is taken as deposit for the safe and satisfactory returned equipment, refunded subject to the kit returned in same condition as dispatched and in good working order
- The hire period commences from dispatch from our premises until return, inclusive
- Full details are set out below 'Particulars of Hire'

Hire Details

Date: XX/xx/xxxx

Equipment:

- 1.
- 2.
- 3.
4. Generator oil and fuel removal kit, oil for generator. TOP UP GENERATOR OIL BEFORE USE

Hire Fee: £xxx (xxx) = £xxx Deposit: £xxx (xxx) = £xxx

Note: All figures quoted are plus VAT at standard rates

I agree to the hire conditions as laid out in this document and give authorisation for the GoCardless DD transactions accordingly

Signed..... Date.....on behalf of
.....

Particulars Of Hire

Charges

2.1 The Hirer will pay WMD the daily hire charges set out in the company's written offer to the hirer.

2.2 The Hirer will be liable for all transportation (including insurance) charges. If paid by WMD these charges will be invoiced to the Hirer at cost plus 15%.

2.3 WMD will charge the Hirer, at the prevailing list prices (details available on request) for:

a) All operating supplies/consumables/replacement parts used during the period of hire and not returned to WMD "as supplied".

b) Costs to repair damaged equipment.

c) Cost to replace equipment due to loss whilst on hire.

2.4 These costs so incurred will be initially taken from the deposit. Should this prove insufficient then the hirer will be duly notified of the nature and extent of damage etc and the costs of this. The remainder outstanding will be taken via GoCardless DD

2.5 Hire charges will be levied for the following inclusive periods:

Commencement: On the day of the date of collection/dispatch from WMD premises

Cessation: On the day of the date of arrival at WMD premises

3. Financial Arrangements

3.1 Payments are taken through our GoCardless partner with no exceptions

3.2 The hirer is required to register their details with our payment provider (GoCardless) prior to any hire taking place

3.3 Upon commencement of the hire period two transactions will occur: 1) a charge is taken via direct debit (DD) to cover the costs of the equipment over the hire period 2) a deposit is taken against the items under the hire agreement

3.4 Extra hire days are taken initially from the deposit, with further days requiring an extra transaction via DD

3.5 Upon return, if there is damage this will either be deducted from the initial deposit or if this is insufficient to cover the costs another DD will be taken and the hirer will be notified of the damage and extent as well as the fee to cover this cost

4. Obligations of the Hirer

4.1 Receipt of the equipment by the Hirer, or his agents will, unless WMD is notified in writing within 48 hours of collection/dispatch, be conclusive evidence that the equipment has been examined and found to be in good working order and fit for the purpose for which it has been hired.

4.2 Any movement of the equipment outside the UK borders shall be at the total responsibility of the Hirer including any customs entry requirements, duty liabilities, licenses, etc.

4.3 The Hirer shall ensure that at all times:

- . a) Only consumable supplies approved by WMD shall be used with the equipment.
- . b) The repair and servicing of the equipment is completed only by WMD (or its approved agent) or in a manner approved by WMD.
- . 4.4 Subject to 4.3b) above, the Hirer shall at all times be responsible for the repair and maintenance of the equipment and liable for the costs thereof.
- . 4.5 The Hirer shall not alter or modify the equipment in any way without the prior written consent of WMD.
- . 4.6 The Hirer shall use the equipment only for the purpose(s) approved at the time of hire and not in any manner likely to damage the name or reputation of WMD.
- . 4.7 The Hirer shall on request advise WMD of any location or address at which the equipment is to be kept and shall permit WMD or their authorised representatives to enter said premises at any reasonable time for the purpose of inspecting, maintaining or repairing the hire equipment.
- . 4.8 The Hirer shall during the currency of the contract of hire assume the entire risk of loss or damage to the equipment from any occurrence whatsoever. If the Hirer effects at his own expense insurance of the equipment he shall provide on request full details of the policy and claims reference in the event of a claim for damage or loss being lodged with the insurers. The effecting of insurance shall in no way limit or affect the Hirer's responsibility for payment of charges for loss or damage in accordance with clauses 2.3, 3.1 and 3.2.
- . 4.9 In the event of any breakdown or alleged defect or damage to the equipment the Hirer shall:
 - . a) Notify WMD within 24 hours giving precise details of the damage or defect
 - . b) Not further use such equipment until approved by WMD
 - . c) Return the equipment to WMD, or its nominated agent, for repair.
- . 4.10 The Hirer warrants that in contracting to hire the subject equipment he has satisfied himself as to the suitability of the equipment for the intended purpose and his (or his operators') competence in operating the equipment.
- . 4.11 The hirer warrants to read all Operating Manuals & Instructions as provided with the equipment and to use the hired equipment (Inc. software) only in accordance with said Operating Instructions.

5. Obligations of WMD

- . 5.1 To provide the Hirer the equipment being the subject of the contract of hire in a fully operational status
- . 5.2 To provide a source of both consumable material and spare parts for the said equipment
- . 5.3 In the event of failure of any item of equipment whilst on hire (other than as a result of misuse or neglect by the Hirer) to use best endeavours to supply an identical or similar item of equipment

6. Warranty

- . 6.1 WMD makes no warranty that the equipment is fit for the intended use by the Hirer, save that at the

time of commencement of the contract of hire the equipment should be in such condition as to perform in accordance with the manufacturer's published specification.

6.2 The Hirer must notify WMD within 24 hours of receipt of any breach of warranty, in which event WMD's sole responsibility shall be for replacement or repair. Under no circumstances shall WMD be liable for any consequential loss of the Hirer.

7. Liability and Indemnity

7.1 The Hirer warrants to use the equipment safely and properly in accordance with the manufacturer's (and, where appropriate, WMD's) instructions.

7.2 Save as provided in 5.1 above the Hirer shall be solely responsible for, and hold WMD, fully indemnified against any loss, damage or injury (including death) to persons (other than the Hirer) or property incurred in connection with the equipment or use thereof, except where such damage or injury occurs as a result of negligence on the part of WMD or its servants or agents.

8. Termination

8.1 The contract of hire shall terminate upon:

a) The safe return of the equipment by the Hirer to WMD's premises

b) Receipt of written notification of equipment loss at which time hire charges for the lost equipment shall cease inclusive of the day on which such written notice is received and the Hirer shall be invoiced for the full replacement value. Such an event is not considered as a "Purchase Option" (clause 8) and no credit shall apply regarding hire charges

c) Thirty (30) days written notice issued by WMD on the Hirer save that the Hirer shall continue to be liable for hire and ancillary charges until the safe return of equipment to WMD's premises

d) The filing of any proceedings against the Hirer under insolvency or bankruptcy regulations.9.2 Contract termination implicitly requires the safe return of subject equipment to the premises of WMD, or its availability for collection by WMD in which event clause 2.2 above will apply

9 General

9.1 All contracts of hire shall be for a minimum chargeable period of 15 days.

9.2 For all hire items, WMD shall provide a Packing List detailing component parts, replacement value and packing.

9.3 By accepting and using the equipment the Hirer is agreeing to these Terms & Conditions. Any variations must be agreed in writing between the Hirer and WMD.

10. Law

10.1 This agreement shall be governed and construed in accordance with English Law. Headings provided herein are for convenience only.

11.2 Any notice required or authorised to be given under this Agreement shall be served by pre-paid registered or recorded delivery letter to the addresses furnished by both WMD and the Hirer for this

purpose.

11.3 Title to and full ownership of the equipment hired under this agreement shall be retained by WMD and no transfer of any interest therein to the Hirer shall be implied by completion of hire agreement.

11.4 This agreement is not assignable without the specific written consent of WMD.

Cancellation Policy

i. flagged companies,

A company is flagged on the system for failure to pay, late pay or recovery charges been levied on equipment that has been hired or direct debit violations. Companies flagged on our system may not use the direct debit and enhanced deposit is chargeable, hire period is taken via an instant payment. This is non refundable and not eligible for cancellation

ii. early cancellation

Companies may cancel their hire under the direct debit scheme if the company is not a "flagged " company. Cancellation requests may be submitted 10 days before the scheduled direct debit date,* there is no penalty for cancellation

iii.late stage cancellation

Cancellation requests submitted after the 10 day courtesy window are liable to cancellation charges at 1days hire at full rates**. Where fixed price has been given this will be calculated to a day rate

iv. commencement cancellation

If the direct debit has been taken, or the hire period commenced, any cancellation request will incur the full term. Deposit for the period will be processed and returned after the end of the scheduled hire period inline with our standard payment processing arrangements

*Direct debits are scheduled a minimum of 5 business days before the commencement of the hire period

**This excluded any multi day discount when back calculating day rates