

Terms & Conditions Of Hire – Surveying Equipment

By signing the attached contract of hire you are agreeing to the following Terms & Conditions:-

In these Terms & Conditions, “the Owner” means Geomatics Uk Ltd, and such agents as it may from time to time authorise to act on its behalf, and “the Hirer” means the person, firm or company offering to hire goods, detailed herein as “the Equipment” from “the Owner”.

The “Equipment” let out on hire always remains the property of “the Owner” (Geomatics Uk Ltd) and “the Hirer” will not sell, transfer, assign, part with possession, mortgage, charge or encumber any right or obligation under these Terms & Conditions of Hire without prior written consent of the Owner.

1. CONDITIONS FOR CARE OF HIRED “EQUIPMENT”:

The Hirer must take reasonable care of the Equipment and keep them properly maintained and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to the Hirer.

Where the Equipment requires electricity, the Hirer is to ensure that the proper type and/or voltage is used and that where appropriate, the Equipment is properly installed by a qualified and competent person.

The Hirer must keep the Equipment at all times in their possession and control and not remove the Equipment from the United Kingdom without our prior written consent from the Owner.

The Hirer must take adequate and proper measures to protect the Equipment from theft, loss, damage and/or other risks. The Hirer must notify the Owner immediately of any breakdown, loss, theft and/or damage to the equipment or of any accident resulting in death, personal injury or damage to property. The Hirer shall completely indemnify the Owner in respect of all claims by any person whatsoever for injury to persons and/or damage to property caused by or in connection with, or arising out of the use of the Equipment, and in respect of all costs and charges in connection therewith, whether arising under common or statute law.

1.a. Loss of Equipment Hired:

In the event of loss of the Equipment , the Equipment will be deemed as remaining “on Hire” until the goods are returned or the account settled by the Hirer’s Insurance Company at the current new UK retail list price.

1.b. Theft of Equipment Hired:

In the event of theft of the Equipment , the Equipment will be deemed as remaining “on Hire” until the goods are returned or the account settled by the Hirer’s Insurance Company at the current new UK retail list price.

1.c. Damaged made by the Hirer to Equipment:

The Hirer shall not misuse the Equipment. The Equipment must be returned in the same condition as supplied, otherwise a charge for cleaning, reconditioning, renewing or replacing, will be made as considered necessary by the Owner. The Hirer must return the Equipment in good working order together with all documents supplied relating to the Equipment.

If the Hirer damages the Equipment, the Hirer must not continue to use the Equipment whilst in damaged state and must immediately notify the Owner of the damage. The Owner will assess the extent of any damage upon

return of item hired and arrange for appropriate repairs to be carried out as necessary.

In the event of any damage made by the Hirer to the Equipment, the Equipment will be deemed as remaining "on Hire" until the goods are returned from repair by the Owners nominated repair specialist. The Hirer must not repair or attempt to repair the Equipment in the event of damage caused by the Hirer, nor should the Hirer arrange for their own repair by any 3rd parties.

In the event that damage made to the Equipment by the Hirer is irreparable, the Hirer must make a claim through their Insurance Company and have the Equipment replaced and account settled at the current new UK retail list price.

The Hirer shall not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them.

1.d. Equipment not returned:

Equipment not returned by the Hirer will be charged for at the Owner's standard selling price. Hire charges will not be taken into account in calculating amounts due under this clause.

The Hirer must return all Equipment User Guides / Printed Information / Documents along with the Equipment, any missing Guides / Printed Information / Documents will be charged for at the Owners set rate if not returned.

2. INSURANCE OF HIRED EQUIPMENT:

The hirer is responsible for insurance cover during the whole of the hire period and accepts responsibility for any loss, theft or damage incurred during this period.

Hire commences at the time of collection or delivery and is deemed to continue until the Equipment is received back by the Owner. No allowance will be made for inclement weather or any other reason whatsoever beyond the owners' control.

2.a. Hirer's Insurance Details:

It is a breach the Owner's terms and conditions if false insurance details are given on the "contract of hire" form as completed by the Hirer.

3. EQUIPMENT CALIBRATION:

It is the responsibility of the Hirer to check the calibration of the Equipment on each occasion before use. Final determination of the suitability of the Equipment for the Hirer's specific use is the Hirer's responsibility and they must assume all risk and liability in this regard.

4. CANCELLATIONS:

In the event of the Hirer cancelling forward bookings, the full hire charges are still payable if the Equipment cannot be hired to another customer for the same period and 20% of the hire charges will still be payable by the Hirer even if the Owner is able to hire the Equipment to another customer.

5. ADDITIONAL DAYS HIRE:

Additional days hire are granted subject to availability and daily rate charges. This must be agreed with the Owner and the Hirer. Any increase in courier charges arising from additional days hire requirements will be the responsibility of the Hirer.

6. FAULTY EQUIPMENT:

In the event of hired Equipment being faulty upon receipt, the Hirer must immediately communicate with the Owner who will make every reasonable endeavour to rectify the defect or to supply replacement Equipment where possible.

The Hirer must report faulty items immediately upon receipt of item hired.

If the Equipment fails during the hire period (through no fault of the Hirer), the Owner reserves the right to either repair free of charge or exchange for another instrument of the same type if available. The Owner shall be under no liability for any consequential loss or damage of any kind whatsoever resulting from the faulty Equipment.

7. HIRING CHARGES

Hiring charges are at the rate specified at time of hire and as agreed on the completed "contract of hire" and shall commence from the commencement of period of Hire and shall continue until the period of Hire ceases.

Period of hire is charged at a daily rate (calculated as 24 hours).

8. TERMS OF PAYMENT:

Payment by the Hirer shall be made to the Owner not more than 7 days from the invoice date. Payment terms are strictly 7 days net (as per invoice).

8.a. Payment Options:

BACS / FASTPAY: Payments made to 'Geomatics Uk Ltd.'

LloydsTSB Bank - Sort Code 30-95-76 / Acc No. 00172605 (please use your company name as reference).

CHEQUE: Cheques made payable to 'Geomatics Uk Ltd.'

CASH: Cash payments can be accepted from the Hirer if they can collect/return hired items in person only. Please do not send cash in post.

PAYPAL: If paying by PayPal, a payment request email /invoice will be sent to the Hirer direct to pay. This is a secure and safe method of payment and at no time does the Owner see your PayPal account details. You must provide a valid email address (linked to your PayPal account) for us to send the PayPal invoice to (which is payable upon receipt/immediately).

8.b. VAT:

VAT is chargeable at the current rate and is payable in addition to quoted hire charges.

9. DEFAULT OF PAYMENT:

If the Hirer shall make default in any payment or if a receiving order in bankruptcy be made against them, or if they shall call a meeting of their creditors, or if any Execution or Distress Order shall be issued against the Hirer, or if the Hirer being a Limited Company shall call a meeting of its creditors, or should such company be wound up compulsorily or go into Voluntary Liquidation or have a Receiver appointed then the Owners shall be entitled to recover from the Hirer all arrears of rental and expenditure, and any damages due in respect of any breach of this undertaking in addition to the return of all items Hired in the condition the Hirer received them in.

10. SHIPPING (DELIVERY & RETURNS):

Delivery>Returns by courier will be charged at £25.00 each way on a next day delivery basis. Same day delivery available where possible for additional charge, please enquire for rates and availability.

Upon delivery of hired item(s) please check package thoroughly for any signs of damage made by the Courier. If you suspect the item has been damaged or tampered with whilst in transit please sign "DAMAGED" clearly instead of your name, when the courier asks you to sign for the item and inform the Owner immediately.

Collections/returns of hired items in person may be permitted but must be agreed beforehand with the Owner.

10.a. Delayed Deliveries:

In the event of delays to delivery / collection of the Equipment which is out of the control of the Owner, the Hirer shall not hold liable the Owner for any loss or damages caused.

10.b. Missed Courier Delivery / Collection:

In the event of a missed scheduled delivery/collection to/from the Hirer, charges may occur to re-arrange delivery/collection at the Hirers expense if the Hirer was not present at the times scheduled for the delivery/collection.

11. FORCE MAJEURE:

The Owner shall not be under any liability of whatever kind for non-performance in whole or part of its obligations under the contract due to causes beyond the control of the Owner or beyond the control of the Owner's suppliers including, but not limited to; war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Hirer or a third party, failure or delay in transportation, acts of any Government or any agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Owner or the Owner's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event the Owner may without liability, cancel or vary the terms of contract including, but not limited to, extending the time of performing the contract for a period at least equal to the time lost by reason of such clauses.

12. DATA PROTECTION:

At no point will the Owner share the private information of the Hirer with any 3rd parties other than those necessary in order to complete the transaction (i.e. couriers and such like).

13. TERMINATION BY OWNER:

The Owner may notwithstanding the specified period of hire or any waiver of some previous default by the Hirer terminate this Agreement and repossess the Equipment if the Hirer shall fail to pay any hiring charge within the agreed due date; or if the Hirer commits any breach of these Terms and Conditions of Hire.

For the purposes of repossessing the Equipment the Owner may enter into or upon any premises where the Equipment may be to recover the Equipment from the Hirer, without prejudice to the rights of the Owner and recover from the Hirer in respect of any claims, damages or expense arising out of any action taken under this clause.

On the Owner repossessing the Equipment the determination of the Period of Hire shall be without prejudice to any claim or demand the Owner may have against the Hirer in respect of any matter or thing arising out of the hire of the Equipment AND the Hirer shall pay to the Owner hiring charges at the rate appearing for the period of hire up to the time of repossession.
