



## Terms and Conditions of Hire

1. **Interpretation**
  - 1.1 The following definitions and rules of interpretation apply in this agreement.

**Commencement Date:** the date that the parties enter into this agreement.

**Delivery:** the transfer of physical possession of the Equipment to the Hirer at the Site.

**Delivery Date:** the date on which the Hirer takes Delivery of the Equipment.

**Deposit:** the deposit amount set out in the Rental Agreement.

**Equipment:** the items of equipment listed in the Rental Agreement, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Site:** the Hirer's premises or any other location where the Equipment may be used.

**Rental Agreement:** the partnership plan, event hire agreement or other form or document to which these terms and conditions are attached.

**Rental Payments:** the payments made by or on behalf of Hirer for hire of the Equipment.

**Rental Period:** the period of hire as set out in the Rental Agreement.

**Return Date:** the date on which the Owner retakes possession and control of the Equipment.

**Total Loss:** the Equipment is, in the Owner's reasonable opinion damaged beyond repair, lost, stolen, seized or confiscated.
  - 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  - 1.3 A reference to **writing** or **written** includes e-mail.
2. **Equipment hire**

The Owner shall hire the Equipment to the Hirer subject to the terms and conditions of this agreement.
3. **Rental Period**
  - 3.1 The Rental Period starts on the Delivery Date and shall, unless extended or terminated earlier in accordance with these terms and conditions, continue until the Return Date.
  - 3.2 Unless agreed otherwise, Rental Periods are calculated on a weekly basis. A week is a period of seven consecutive days, including weekends and bank holidays. If the Return Date is part way through a week, the Rental Payments will be calculated to include the whole of that week.
  - 3.3 Unless the Rental Period is for a specific event and agreed to be for a fixed period, the Rental Period specified in the Rental Agreement shall be deemed to be a minimum term. After the minimum term, the Rental Period shall be extended and shall continue until terminated by either party on 90 days written notice.
4. **Cancellation Policy**
  - 4.1 If there is a material change to the Hirer's business and circumstances which means that it may be unable to fulfil its obligations under the terms of this agreement
  - 4.2 or if it no longer requires all of the Equipment listed in the Rental Agreement, it should discuss these circumstances with the Owner as soon as reasonably possible.
  - 4.3 The Owner shall give good faith consideration to the views expressed by the Hirer and will, if possible, make reasonable adjustments to the terms of this agreement to accommodate the Hirer's change of circumstances. For the avoidance of doubt, the Owner may not be able to make adjustments to the terms of this agreement if it has commitments to its suppliers or other third parties and making such adjustments would put the Owner in breach of such terms.
  - 4.4 At the end of the rental period cancellation can be made, 3 months notice must be given
  - 4.5 This Cancellation Policy is offered entirely at the Owner's discretion. The Hirer agrees, acknowledges and accepts that it will not abuse or take advantage of this Cancellation Policy and will not use it simply to try to renegotiate more favourable terms. The Owner may require evidence confirming the change of circumstances and the Hirer agrees to provide such evidence as the Owner reasonably requires.
5. **Rental Payments and Deposit**
  - 5.1 The Hirer shall pay the Rental Payments to the Owner as specified in the Rental Agreement.
  - 5.2 The Owner will endeavour not to increase the Rental Payments during the Rental Period however reserves the right to do so inline with the retail price increase(RPI) this will be reviewed on an annual basis with a minimum of 30 days notice
  - 5.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
  - 5.4 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
  - 5.5 If the Hirer fails to make a payment due to the Owner under this agreement by the due date, then, without limiting the Owner's remedies under clause 11 (Termination), the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. The equipment will also be remotely switched off and removed from site.
  - 5.6 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.
6. **Delivery and returns**
  - 6.1 Delivery of the Equipment shall be made by or on behalf of the Owner. The Owner shall use all reasonable endeavours to effect Delivery on the Delivery Date. Title and risk shall transfer in accordance with clause 7 (Title, risk and insurance) of this agreement.
  - 6.2 The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). Any such latent defects shall be reported to the Owner within 48 hours of Delivery. If required by the Owner, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.
  - 6.3 When returning Equipment or making it available for collection, the Hirer shall ensure that the Equipment is packed safely, securely and appropriately and in accordance with any instructions given by the Owner. For example, leads should be wound up or coiled in such a way that they do not become tangled. The Hirer is responsible for any shall pay all costs and expenses associated with the return of the Equipment.
  - 6.4 The Owner shall, within 7 days of the Return Date, check it to ensure the Equipment is complete and in good working order (fair wear and tear accepted). The Owner shall provide the Hirer with details of any missing or damaged Equipment. If the Hirer is unable to locate any missing Equipment within a further 7 days, it shall be considered lost. The Hirer shall be responsible for all costs of replacing or repairing or associated with any damaged or lost Equipment in accordance with clause 7.5
7. **Title, risk and insurance**
  - 7.1 The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

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- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (**Risk Period**) until such time as the Equipment is redelivered to the Owner.
- 7.3 During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Owner may from time to time nominate in writing;  
RRP of equipment is as follows: (i) Radio £325.84, (ii) Single charger £48 (iii) Digital Dshape earpiece £25
  - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
- 7.4 The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.
- 7.5 If, during the Rental Period or Risk Period, or following any inspection by the Owner, any Equipment is lost or damaged in any way it shall be replaced or repaired at the Owner's sole discretion. The Hirer shall be responsible for and pay to the Owner either the cost price of replacing the Equipment or the cost price of the repair (including materials, parts, labour and any other associated costs) The Owner shall invoice the Hirer for such costs and the invoice shall be paid in full within 14 days.
- 7.6 If the Hirer fails to effect or maintain any of the insurances required under this agreement, the Owner shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer or deduct them from the Deposit.
- 7.7 The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.
- 8. Hirer's responsibilities**
- 8.1 The Hirer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff;
  - (b) take such steps (including compliance with all safety and usage instructions) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - (c) at its own expense, but on the instructions or with the agreement of the Owner, maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
  - (d) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Owner. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Owner immediately upon installation;
  - (e) keep the Owner fully informed of all material matters relating to the Equipment;
  - (f) permit the Owner or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - (g) not, without the prior written consent of the Owner, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
  - (h) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner in the Equipment;
  - (i) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
  - (j) not use the Equipment for any unlawful purpose;
  - (k) ensure that at all times the Equipment remains identifiable as being the Owner's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
  - (l) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Owner requires, or if necessary allow the Owner or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
  - (m) not do or permit to be done anything which could invalidate the insurances referred to in clause 7. (Title, risk and insurance).
- 8.2 The Hirer acknowledges that the Owner shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise, whether caused by the Hirer or its officers, employees, agents and contractors or otherwise, and the Hirer undertakes to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement.
- 9. Warranty and repairs**
- 9.1 The Owner warrants that the Equipment shall substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by the Owner. The Equipment may not be new and the Owner is under no obligation to provide new or unused Equipment.
- 9.2 The Owner shall use all reasonable endeavours to remedy, free of charge, any material fault or defect in the Equipment provided that:
- (a) the Hirer notifies the Owner of any fault or defect in writing within 7 days of the fault or defect occurring or of becoming aware of the defect;
  - (b) the Owner is permitted to make a full examination of the alleged fault or defect;
  - (c) the fault or defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner's authorised personnel; and
  - (d) the fault or defect is directly attributable to defective material, workmanship or design.
- (e) If the equipment is not able to be repaired, it will be replaced free of charge.
- 10. Liability**
- 10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Subject to clause 10.3, the Owner's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the total amount of Rental Payments paid to date in accordance with the terms of this Rental Agreement.
- 10.3 Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for:
- (a) death or personal injury caused by negligence; and



- (b) fraud or fraudulent misrepresentation.
- 10.4 This agreement sets forth the full extent of the Owner's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 10.5 Subject to clause 10.3, the Owner shall not be liable to the Hirer under this agreement for any:
- (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; or
  - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.
11. **Termination**
- 11.1 Without affecting any other right or remedy available to it, the Owner may terminate this agreement with immediate effect by giving notice to the Hirer if:
- (a) the Hirer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
  - (b) the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
  - (c) the Hirer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (d) the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
  - (e) the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer;
  - (h) the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
  - (j) the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;
  - (k) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
  - (l) any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(d) to clause 11.1(k) (inclusive);
  - (m) the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (n) the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.
- 11.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
12. **Consequences of termination**
- 12.1 Upon termination of this agreement, however caused:
- (a) the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Owner may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
  - (b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner on demand:
- (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.4;
  - (ii) any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 12.2 Upon termination of this agreement pursuant to clause 11.1, any other repudiation of this agreement by the Hirer which is accepted by the Owner or pursuant to clause 11.2, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay to the Owner on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less any savings that the Owner can reasonably make to mitigate its losses.
- 12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
13. **Confidential information**
- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including the terms of this agreement, except as permitted by clause 13.2.
- 13.2 Contract information to be shared with and made available to customer.
- 13.3 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
14. **Force majeure**
- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.
15. **Assignment and other dealings**
- This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a

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- trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 16. Entire agreement**  
16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 17. Variation**  
No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. No partnership or agency**  
18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19. Further assurance**  
At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 20. Counterparts**  
20.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 20.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 21. Third party rights**  
21.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 21.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.
- 22. Notices**  
22.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 22.2 Any notice shall be deemed to have been received:  
(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and  
(b) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second business day after posting or at the time recorded by the delivery service.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 Day to day communications may be sent via email.
- 23. Waiver**  
No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 24. Rights and remedies**  
Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 25. Severance**  
25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 25.2 If any provision or part-provision of this agreement is deemed deleted under clause 25.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 26. Governing law and Jurisdiction**  
26.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.