

Fern Dale Supplies – Rental Agreement Conditions

Document No. FDS/RAC499

1. **Definitions**

In these Conditions:

- “Charge” Means the handling charge to be paid by the Hirer to the Owner to cover delivery of refurbished tool and collection of defective tool.
- “Conditions” Means the standard terms and conditions of rental set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed between the Owner and the Hirer.
- “Hirer” Means the person firm or company so described in the quotation.
- “Owner” Means Fern Dale Supplies, Clayfield Industrial Estate, Tickhill Road, Doncaster, DN4 8QG.
- “Rental” Means the rental set out in the quotation.
- “Services” Means the repair or replacement of Tools (save, in the case of pneumatic Tools, the Air Motor or Gear Housing and in the case of battery powered tools the Batteries or the Motor) which have become unusable due to the mechanical failure of any part thereof.
- “Term” Means the period set out in the quotation for which the Tools are to be let to the Hirer by the Owner.

2. **Basis of Rental**

- 2.1 The Owner agrees to hire and the Hirer agrees to accept the Tools for the Term (subject to earlier termination in accordance with these Conditions) at the rental subject to these conditions.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions subject to which the Hirer purports to accept the Tools.
- 2.3 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Owner and the Hirer.

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3. **Description/Fitness for Purpose**

- 3.1 The description of the Tools has been given by way of identification only and use of such description shall not constitute a hire by description.
- 3.2 The Tools are not let subject to any representation, condition or warranty as to their fitness for any purpose.

4. **Delivery**

- 4.1 The Tools shall be delivered to the Hirer, either by being made available for Collection at the Owner's premises or at any other delivery point agreed by the Owner subject to a delivery charge, at the Owner's digression.

5. **Rental**

- 5.1 The Rental of the Tools shall be payable in advance by the Hirer to the Owner (or the Owner's nominee) in relation to each year or part thereof during which the Contract shall remain in force as follows:
- 5.1.1 The first rental, which shall cover a period of twelve calendar months, shall be payable on the date that the tools are first delivered to the Hirer in accordance with condition 4 above.
- 5.1.2 Subsequent rentals shall be payable annually, rendered twelve calendar months from the initial delivery date, and for each consecutive period during which the Contract remains in force.
- 5.2 The Owner reserves the right to increase the Rental annually in relation to each year during which the Contract remains in force to reflect any increase in cost to the Owner such increased Rental to apply from the beginning of the next twelve month period following the date of notification to the Hirer.

6. **Services**

- 6.1 Subject to condition 6.2 below, the Owner (or its nominee) shall during the period in which the Contract remains in force carry out the Services.

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6.2 The Owner shall not be obliged to repair or replace any Tool under conditions 6.1 above which has become unusable as a result of misuse, neglect or failure to comply with any instructions relating to the use of such Tool.

6.3 The Owner shall be obliged to provide the Services notwithstanding any exchange or repair of Tools effected during the period in which the Contract remains in force.

6.4 The Hirer shall pay the Charge to the Owner in respect of the carrying out of the Services by the Owner for each Tool in relation to which the Services are provided and on each occasion on which the Services are provided in relation to such a Tool. The Charge may be subject to increase annually in relation to each year during which the Contract remains in force.

7. **Title**

7.1 The Tools shall at all times remain the property of the Owner and the Hirer shall not sell, assign, transfer, lease, rent, mortgage, charge or otherwise deal with the Tools.

8. **Risk**

8.1 Risk in the Tools (save in relation to the provision of the Services by the Owner) will pass to the Hirer when they are delivered to the Hirer in accordance with condition 4 above.

9. **Insurance**

9.1 The Hirer shall during the period in which the Contract remains in force keep the Tools properly insured to the full replacement value against all risks and without restriction or excess (unless otherwise agreed by the Owner in writing) with an insurer or insurers or repute within the United Kingdom and shall notify the insurer or insurers that the Owner is the owner of the Tools and its best endeavours to ensure that a notice of such ownership shall be endorsed on the policy of insurance. The Hirer shall produce the premium receipts for such insurance and any policy or certificate of insurance forthwith upon request by the Owner.

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10. **Custody**

- 10.1 The Hirer shall keep the Tools in safe custody and separate from any property belonging to the Hirer or any other person and shall ensure that the tools are readily identifiable as the property of the Owner.
- 10.2 The Hirer shall store the Tools only at the premises notified by it to the Owner and approved by the Owner prior to the Tools being delivered to the Hirer and shall obtain the Owner's written consent before storing the Tools at any other premises.

11. **Inspection**

- 11.1 The Hirer shall permit the Owner at all reasonable times to enter any premises where the Tools are or are believed to be held in order that the Owner may inspect the Tools to ensure that the Hirer is complying with its obligations hereunder.

12. **Termination**

- 12.1 The Contract shall terminate:
- 12.1.1 Upon either party giving to the other 21 days notice in writing of any Breach by the other of any provision of these Conditions and the Party to whom such notice is given failing to remedy such breach within the said 21 day period.
- 12.1.2 Automatically and instantly if the breach is considered by the Owner to be a flagrant breach on the part of the Hirer
- 12.1.3 Automatically and instantly if the Hirer shall enter into a voluntary arrangement or make any arrangement or composition with its creditors or if the Hirer shall enter into compulsory liquidation or voluntary liquidation (save for the purpose of an amalgamation or reconstruction) or have a receiver or receiver and manager or administrative receiver or administrator appointed to any part of its assets or if any 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 abandons the Tools.

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12.2 Upon termination of the Contract (for whatever reason) the Hirer shall not be entitled to any refund of the Rental.

13. **Exclusions**

13.1 The Owner shall have no liability in relation to the Tools (other than to provide the Services) whether in Contract or in tort or otherwise for loss, injury, damage, personal injury or death arising or resulting from any defect in the Tools and the Hirer shall indemnify the Owner on demand against all claims of whatsoever nature arising out of any defects in the Tools or the operation and/or use of the Tools.

14. **Lost Tools**

14.1 The Hirer shall be deemed to be in possession of a Tool unless a Hirer shall Provide the Owner with written evidence signed by the Owner (or its Nominee) confirming that such Tool has been returned to the Owner (or its nominee). In the event of the Tool loss the Hirer shall pay to the Owner the full cost of the Tool replacement being the retail price of the Tool as stated for the time being in the Owner's Price Manual.

15. **Indemnity**

15.1 The Hirer shall indemnify the Owner on demand for all loss and expense suffered or incurred by the Owner as a result of any breach of these conditions by the Hirer.

16. **Return of Tools**

16.1 On the expiration or termination of the Contract the Hirer shall deliver up the the Tools to the Owner at such address as shall be specified by the Owner to the Hirer carriage paid.

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17. **Exclusivity of Supply of Strapping by the Owner**

17.1 The Hirer is contractually obligated to purchase and take delivery to the Minimum annual quantity of strapping and seals as in the attached Fern Dale Supplies Quotation.

Within a period of 12 months starting from the Contract Date.

17.2 The Hirer is contractually obligated to purchase strapping and seals solely From Fern Dale Supplies and from no other Company for the duration of the period of the Contract. Failure to comply with this obligation would result in the Owner requiring the return of the Tools from the Hirer in accordance with clause 12.1.1, 12.1.2 and Clause 16.1.

18. **Law**

18.1 These Conditions and the Contract shall be governed by and constructed in accordance with the English law and the parties to the Contract hereby submit to the jurisdiction of the English Courts.