HIRE TERMS AND CONDITIONS
IDE Rental Limited
RENTAL EQUIPMENT - TERMS & CONDITIONS
("CONDITIONS")

1. Definitions and interpretation

1.1. The definitions and rules of interpretation in this condition apply in these Conditions:

"Commencement Date" means the date of deemed delivery of the Equipment to the Hirer pursuant to Clause 3.2.

"Customer" means the person, firm or company who agrees to hire the Equipment from IDE.

"Destroyed Equipment" means any item of Equipment that becomes a Total Loss.

"Equipment" means the equipment specified in the Schedule or any item or group of items of such equipment and all component parts or accessories of such equipment, all additions to, replacements or renewals of, any such equipment or item or any such component part or accessory and all operational instructions, manuals and any accompanying information relating to its safe use, servicing and maintenance.

" IDE." means IDE Rental Limited (Company Reg No 09188454) the registered office of which is at Unit 3 Swaffield Park, Hyssop Close, Cannock, England, WS11 7FU.

"Loss" means any claim, damage, demand, expense, fee, fine, payment, proceeding, liability, loss, break funding cost or penalty.

"Premises" means the premises at which the Equipment is to be located.

"Rent" means rent payable in respect of the Rental Period being, subject to any adjustment pursuant to these Conditions, the amount specified in the Schedule as being payable on each Rent Payment Date.

"Rent Payment Date" means each date for the payment of Rent specified in the Schedule.

"Rental Period" means the period as set out in the (order form/delivery note being the period for which the Equipment is to be hired by the Hirer subject to early termination pursuant to these Conditions.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Termination Event" means any of the events referred to in Clause 14.

"Termination Sum" means, on a termination, a sum equal to all Rent that would have been payable but for termination from the date of such termination to and including the last day of the Rental Period;

"Total Loss" means, in relation to an item of Equipment, any actual, constructive, compromised, agreed or arranged total loss (in the conclusive opinion of the insurer of that Equipment) as a result of the loss, destruction, theft, damage beyond economic repair, compulsory acquisition, requisition, forfeiture, seizure or confiscation of that Equipment.

"Total Loss Date" means, in relation to an item of Equipment, the date of its Total Loss or, if later, the date on which the insurers of such Equipment determine that Equipment to have become a Total Loss.

1.2. Unless a contrary indication appears, any reference in these Conditions to:

(i) any party to these Conditions shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "expense" means any kind of cost or expense, including all legal costs and expenses; and

(iii) except in relation to Clause 6, a provision of law is a reference to that provision as amended or re-enacted.

1.3. Clause and Schedule headings are for ease of reference only.

1.4. Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Conditions.

2. Leasing and term of leasing

2.1. IDE shall lease the Equipment to the Hirer, and the Hirer shall lease the Equipment from IDE, for the duration of the Rental Period. All hires are subject to a one-week minimum hire period, with additional days charged at the daily hire rate.

2.2. The leasing of Equipment shall start on the Commencement Date and shall end on the last day of the Rental Period. The parties may, in writing, agree that the Rental Period shall continue for further periods subject to these Conditions.

2.3. All Event Hire cancellations must be confirmed in writing to IDE, prior to equipment going on hire. In the event of a cancellation, the following charges will apply:

- More than 7 days prior to delivery - no charges payable by Hirer
- Up to 7 days prior to delivery - 50% total hire contract cost payable by Hirer
- Up to 2 days prior to delivery - 100% total hire contract cost payable by Hirer

3. Risk, delivery and acceptance

3.1. The Equipment shall be deemed to have been delivered to and accepted by the Hirer under these Conditions on the date of actual delivery to the Hirer or to a third party receiving the equipment on the Hirer's behalf (whichever is the sooner). From the time of delivery of each item of Equipment by IDE to the Hirer, that Equipment shall be at the absolute risk of the Hirer and, as between IDE and the Hirer, risk in that Equipment shall pass to the Hirer at that time.

3.2. The Equipment shall be subject to these Conditions from the Commencement Date.

3.3. The Hirer shall not be entitled for any reason to refuse to accept delivery of any item of Equipment under these Conditions and no order may be cancelled by the Hirer except with the agreement in writing by IDE on terms that the Hirer shall indemnify IDE in full against all loss (including without prejudice to the generality of the foregoing loss of profit) costs (including without prejudice to the generality of the foregoing) the cost of all labour and materials incurred by IDE in connection with the Equipment to be hired.

4. Rent

4.1. The Hirer shall pay to IDE each Rent on each Rent Payment Date or (if IDE has submitted an invoice) within 30 days of the end of the month following the date of the invoice.

4.2. No Rent payable under these Conditions in advance shall be repayable by or recoverable from IDE.

5. Payments

5.1. On each date on which the Hirer is required to make a payment under these Conditions the Hirer shall pay such amount to IDE in cleared funds.

5.2. Payment shall be made to such account with such bank as IDE specifies from time to time.

5.3. All payments to be made by the Hirer under these Conditions shall be made without and free and clear of any deduction for set-off or counterclaim and without any deductions or withholdings unless such deduction or withholdings is required by law.

5.4. The Hirer's obligation to pay Rent and to pay all other payments in accordance with these Conditions is absolute irrespective of any contingency, including:

5.4.1. any unavailability of any item of Equipment for any reason, including any lack or invalidity of title to any item of Equipment, any other defect in the title to any item of Equipment, arising out of the condition, design, operation, satisfactory quality or fitness for use or purpose of any item of Equipment or, subject to Clause 12, the Total Loss of or any damage to any item of Equipment;

5.4.2. any failure or delay on the part of either party to these Conditions, whether with or without fault on its part, in performing these Conditions;

5.4.3. any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, administration, liquidation or similar proceedings by or against either party to these Conditions; or

5.4.4. any lack of due authorisation of or other defect in these Conditions.

5.5. Any payment which is due to be made on a day that is not a business day shall be made on the preceding business day.

5.6. If the Hirer fails to pay any sum due under the Contract on the due date for payment, interest shall accrue on the overdue amount from the due date until payment is made in full (whether before or after judgment) at the statutory rate prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis and shall be payable on demand. IDE reserves all rights to recover statutory interest, fixed compensation and reasonable debt recovery costs available under the Act.

5.7. All payments due to IDE under these Conditions including payment for any expenses which the Hirer is required to reimburse to IDE shall be deemed to be exclusive of any VAT for which the Hirer shall be additionally liable.

5.8. Any invoice queries should be made within 30 days of the invoice date. Any queries received after this date will not be accepted and the invoices shall be paid in full.

5.9. Failure to pay invoices on due dates, may result in the account being placed on stop.

6. Limitation and exclusion of IDE's liability

6.1. The Hirer acknowledges that:

6.1.1. the condition of the Equipment on delivery to the Hirer under these Conditions is the sole responsibility of the Hirer; and

6.1.2. each item of Equipment is satisfactory to the Hirer and suitable for the business of the Hirer and any intended use of each item of Equipment by the Hirer.

6.2. The Hirer acknowledges and agrees that no condition, warranty or representation of any kind has been or is given or made by IDE or any

other person on IDE 's behalf (whether authorised or not), express or implied, whether arising by law or otherwise in relation to the Equipment.

6.3. The conditions, warranties and representations referred to in Clause 6.2 include any Conditions, warranties or representations relating to the title to the Equipment or the description, quality, suitability or fitness for any purpose, value, condition, design or operation of any kind of the Equipment.

6.4. IDE shall have no liability in contract, tort or otherwise for any Loss (including consequential loss) of any kind arising directly or indirectly from:

6.4.1. delay in delivery of or failure to deliver any item of Equipment;

6.4.2. defect or alleged defect in any item of Equipment or its use or performance;

6.4.3. inadequacy of any item of Equipment for any purpose;

6.4.4. repairs or servicing to any item of Equipment; or

6.4.5. an interruption in the use of any item of Equipment.

6.5. IDE shall have no obligation to supply to the Hirer a replacement item for any item of Equipment.

6.6. Nothing in this Clause 6 shall afford IDE any wider exclusion of any liability of IDE for death or personal injury than IDE may effectively exclude having regard to the Unfair Contract Terms Act 1977.

6.7. IDE shall, so far as it is reasonably able so to do, at the request and cost of the Hirer extend to the Hirer during the Rental Period the benefit of any guarantees or warranties that are given by any manufacturer of the Equipment.

6.8. Any such guarantee or warranty shall only be extended to the Hirer or enforced by it on terms that the Hirer shall indemnify IDE to its satisfaction against any Losses incurred or which may be incurred in connection with the enforcement of or the making of a claim under any such guarantee or warranty.

6.9. The provisions of Clause 6.7 do not entitle the Hirer to commence any proceedings in the name of IDE.

6.10. IDE shall not be joined by the Hirer as party to any proceedings relating to any guarantee or warranty referred to in Clause 6.7.

7. General indemnities

7.1. The Hirer shall pay promptly, and shall on demand indemnify IDE against any Loss incurred by IDE at any time arising out of, resulting from or in connection with:

7.1.1. these Conditions and the transactions contemplated by these Conditions;

7.1.2. the purchase, testing, design, manufacture, delivery, late delivery, non-delivery, purchase, importation, ownership, letting, sub-letting, possession, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Equipment or otherwise in connection with the Equipment and regardless of:

(i) whether or not such Losses are attributable to any defect in any Equipment or to the design, construction or use of any item of Equipment or to any other reason; and

(ii) when the Loss arises;

7.1.3. claims that are made on the ground of an infringement of patent or copyright or registered design or other intellectual property right;

7.1.4. preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of any item of Equipment, or in securing or attempting to secure the release of any item of Equipment;

7.1.5. the Total Loss of any Equipment; and

7.1.6. the occurrence of a Termination Event.

7.2. Where in this Clause 7 an indemnity is expressed to be for the benefit of any person who is not a party to these Conditions:

7.2.1. IDE shall be entitled to indemnify such person on the same terms, with appropriate and necessary modifications, as the indemnities expressed to be for the benefit of such person in this Clause 7; and

7.2.2. the Hirer shall indemnify IDE on demand against any amount paid or payable by IDE to such person under any such indemnity.

8. Warranties

8.1. The Hirer makes the warranties set out in this Clause 8 to IDE on the date of these Conditions and on each day of the Rental Period by reference to the facts and circumstances then existing on each such date.

8.2. The obligations expressed to be assumed by it in these Conditions are legal, valid, binding and enforceable obligations.

8.3. It has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, these Conditions.

8.4. No Termination Event or event or circumstance that, with the lapse of time, giving of notice or otherwise, would be a Termination Event has occurred and is continuing.

8.5. Any information that has been provided by or on behalf of the Hirer was accurate in all material respects as at the date it was provided or as at the date (if any) at which it was stated.

8.6. Nothing has occurred since the information referred to in Clause 8.5 was provided and no information has been given or withheld that results in any of the information referred to in Clause 8.5 being untrue or misleading in any material respect.

9. **Duration**

9.1. The undertakings in this Clause 9 remain in force throughout the Rental Period except as IDE may otherwise permit.

9.2. The Hirer shall:

9.2.1. not cause or permit any item of Equipment to be employed, used or operated in any manner contrary to any law or regulation;

9.2.2. procure that each item of Equipment is employed, used or operated:

(i) in a skilful, careful and proper manner;

(ii) only for the purpose for which it was designed; and

(iii) in accordance with and subject to all instructions issued by the manufacturer of that item of Equipment and any government agency or authority; and

(iv) in accordance with and subject to all applicable laws and regulations.

9.3. The Hirer shall comply, and shall ensure that each item of Equipment complies, with all obligations imposed on the Hirer and IDE in relation to the Equipment by and all other obligations applicable to the Equipment pursuant to, applicable law including the Health and Safety at Work Act 1974 or by any regulations issued under that Act and shall comply with the requirements of any improvement or prohibition notice served under that Act.

9.4. The Hirer shall keep each item of Equipment in a good, safe and serviceable condition and state of repair (fair wear and tear excepted):

9.4.1. consistent with first-class operating and management practice; and

9.4.2. strictly to the standard and at the service intervals recommended by the manufacturer of that item of Equipment.

9.5. The Hirer shall not pledge IDE 's credit.

9.6. The Hirer shall not make additions, alterations or modifications to, or remove any part of, any item of Equipment.

9.7. The Hirer shall permit IDE or its representatives at all reasonable times to inspect the Equipment and the Hirer's management systems and facilities relating to the Equipment and shall afford all necessary access, assistance and proper facilities for such inspections and, where IDE has been requested to service the Equipment all access necessary for IDE to service the Equipment.

9.8. For the purpose of inspection under clause 9.7 the Hirer authorises or shall procure that IDE and its representatives are authorised to enter into the Premises or any other land or premises at which the Equipment or any of it may from time to time be located.

9.9. The Hirer shall:

9.9.1. maintain all such records, information and documents that are required to be maintained in respect of the Equipment to comply with any applicable law or regulation and in accordance with first-class ownership, operating and management practice;

9.9.2. keep accurate, complete and up to date records of the location of each item of Equipment and of all maintenance of each item of Equipment; and

9.9.3. permit IDE or its representatives at any time on reasonable notice to examine and take copies of such records, information and documents.

9.10. The Hirer shall promptly discharge:

9.10.1. all liabilities which give or may give rise to claims enforceable against the Equipment; and

9.10.2. all other outgoings in respect of the Equipment.

9.11. The Hirer shall promptly obtain, comply with and do all that is necessary to maintain in full force and supply a certified copy to IDE of any authorisation, consent, licence or permit that is required under any applicable law or regulation in relation to the Equipment to enable the Hirer to possess or use the Equipment and in relation to the Premises or any other land or premises at which the Equipment or any of it is located.

9.12. The Equipment shall remain at the Premises, shall not be removed from the Premises without the prior consent of IDE.

9.13. The Hirer shall, at the request of IDE, affix or cause to be affixed to the Equipment or any separate parts of the Equipment plates or other markings of such size and prominence, and bearing such text, as IDE may reasonably require. The Hirer shall ensure that any plates or markings so affixed shall remain affixed to the Equipment and are not altered, concealed, defaced or removed.

9.14. The Hirer shall procure that the Equipment remains personal and moveable property even if temporarily annexed to land or buildings.

9.15. If any item of Equipment becomes fixed to land or buildings, the Hirer shall procure that the owner of, or any other person having an interest in, such land or buildings gives to IDE a waiver in writing of any right to that item of Equipment and a right to enter onto such land or buildings to remove that item of Equipment.

9.16. The Hirer shall supply to IDE promptly such information relating to the financial condition of the Hirer and otherwise in relation to the business of the Hirer as IDE reasonably requests.

10. Title

10.1. Throughout the Rental Period, the Equipment shall belong to IDE and title to, and ownership of, the Equipment shall remain vested in IDE.

10.2. The Hirer shall have no right, title or interest in or to any part of any item of Equipment except the right to hire the Equipment in accordance with these Conditions.

10.3. The Hirer shall not attempt or hold itself out as having any power to sell, charge or otherwise encumber or to sell or otherwise dispose of any item of Equipment or any interest in any item of Equipment.

10.4. The Hirer shall not create, incur or suffer to exist any Security Interest in respect of any item of Equipment or any policies of insurances taken out in relation to the Equipment.

10.5. The Hirer shall not, without the prior written consent of IDE, sub-let or, except for the purposes of maintenance or repair pursuant to these Conditions, voluntarily part with the possession or operational control of any item of Equipment.

10.6. The Hirer shall take or procure the taking of all necessary steps to safeguard IDE 's rights in respect of the Equipment and shall not do or permit to be done anything that jeopardises the rights of IDE in the Equipment or deliberately omit to do anything that would prevent those rights from being jeopardised.

10.7. The Hirer shall prevent any item of Equipment being removed from its possession and the confiscation, distress, execution, impounding, forfeiture, requisition for title or seizure of any item of Equipment and in the event of such confiscation and such like the Hirer shall immediately procure the release from confiscation, distress, execution, impounding, forfeiture, requisition for title or seizure of any item of Equipment.

10.8. The Hirer shall make clear to third parties that title to the Equipment is held by IDE in circumstances and on occasions where the ownership of the Equipment may be relevant.

11. Insurance undertakings

11.1. Throughout the Rental Period, the Hirer shall keep the Equipment insured at its expense on behalf of IDE its full replacement value against all risks that a reasonably prudent insurers of a similar type would insure against and all such other risks as IDE may reasonably require.

11.2. The Hirer shall effect the insurance policies required pursuant to clause 11.1 on terms and through brokers and with insurance companies or underwriters approved by IDE.

11.3. The Hirer shall procure that the insurance policies shall:

11.3.1. name, or be amended to name, IDE as additional named assured for its rights and interests in the Equipment;

11.3.2. name the IDE as loss payee with such directions for payment as IDE may specify;

11.3.3. provide that IDE may make proof of loss if the Hirer fails to do so; and

11.3.4. provide that, if a policy is cancelled by the insurer for any reason or any of its terms is materially changed, such cancellation or change shall not be effective as against IDE for 30 days after written notice to the IDE of such cancellation or change.

11.4. The Hirer shall, if requested by IDE, provide IDE with copies of all policies relating to the insurance policies.

11.5. The Hirer shall punctually pay all premiums or other sums payable in respect of the insurance policies and, if required by IDE, provide IDE with all relevant receipts.

11.6. The Hirer shall not do nor omit to do, or permit to be done or not to be done, anything that would or might render any policy of insurance invalid, void, voidable or unenforceable or render any sum payable under any insurance policy repayable.

11.7. The Hirer shall not make or agree to any alteration to any insurance policies or waive any right relating to any insurance policy.

11.8. The Hirer shall do all things necessary and provide all documents, evidence and information to enable IDE to collect or recover any sums that at any time become payable in respect of the insurance policy.

12. Total loss

12.1. The leasing of any Equipment that becomes a Total Loss shall terminate on the Total Loss Date relating to it. IDE will endeavour to notify the customer of any identified losses within 3 working days of receiving goods at IDE depot, with the exception of major project hire returns which will be agreed by both parties prior to the hire.

12.2. The Hirer shall, not later than 30 days after the Total Loss Date in relation to any Destroyed Equipment, pay to IDE the aggregate of:

12.2.1. all Rent (at the full weekly rate) due until the loss cost is paid and any other amounts then payable by the Hirer under these Conditions; and

12.2.2. by way of agreed compensation, an amount equal to the amount determined by IDE to be the new replacement value of the Equipment.

12.2.3 failure to pay loss cost within 30 days of invoice date, may result in account being placed on stop

12.3. All monies received by IDE from the insurers in respect of the Total Loss of any item of Destroyed Equipment shall be applied in the following order:

12.3.1. first, in retention by IDE of an amount equal to the compensation referred to at clause 12.2.2;

12.3.2. secondly, in or towards payment of any Rent and any other amounts then payable by the Hirer under these Conditions;

12.3.3. thirdly, in or towards refunding by way of rebate of Rent an amount equal to the aggregate of all Rent and the amounts in relation to that Destroyed Equipment pursuant to Clauses 12.2.1 and 12.2.2 previously paid by the Hirer; and

12.3.4. fourthly, the balance, if any, shall be retained by IDE.

12.4. The Hirer shall promptly inform IDE where the Equipment requires the repair of any damage to any Equipment that does not constitute a Total Loss of that Equipment. IDE shall carry out such repairs at the expense of the Hirer. All monies received from the insurers in respect of the loss or damage to that Equipment shall be applied in the following order:

12.4.1. first, in or towards payment of any Rent and any other amount then payable by the Hirer under these Conditions;

12.4.2. secondly, in or towards reimbursing the Hirer for the cost of the reinstatement or repair of that Equipment.

13. Power of IDE to remedy defaults

13.1. If the Hirer fails to comply with any provision of these Conditions, IDE may take all steps necessary to effect compliance with such provision.

13.2. IDE shall not be obliged to take any steps pursuant to Clause 13.1 but shall have no liability as a result of the taking of any such steps.

13.3. The exercise by IDE of any of its powers pursuant to Clause 13.1 shall be without prejudice of the right of IDE to treat the Hirer's non-compliance as a Termination Event.

14. Termination events

14.1 Each of the following events or circumstances set out in this Clause 14.1 is a Termination Event:-

14.1.1 the Hirer does not comply with any provision of these Conditions and if the failure to comply is capable of remedy it is not remedied within 14 days of IDE giving notice to the Hirer or, if earlier, of the Hirer becoming aware of the failure to comply.

14.1.2 any representation made or deemed to be made by or on behalf of the Hirer in this agreement or any other document relating to these Conditions is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

14.1.3 the Hirer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with a creditor with a view to rescheduling any of its indebtedness.

14.1.4 any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Hirer other than a solvent liquidation or reorganisation of the Hirer that has previously been approved by IDE;

(b) a composition, assignment or arrangement with any creditor of the Hirer;

(c) the appointment of a liquidator other than in respect of a solvent liquidation of the Hirer that has previously been approved by IDE, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Hirer or any of its assets; or

(d) any Security Interest over any assets of the Hirer becomes capable of enforcement.

14.1.5 any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Hirer or the Equipment.

14.1.6 the Hirer ceases or suspends carrying on its business or any part of it which, in the opinion of IDE, is material in the context of this agreement; or

14.1.7 it is or becomes unlawful for the Hirer to perform any of its obligations under this agreement or for IDE to exercise or enforce any of its rights under this agreement.

15. IDE's rights following termination event

15.1. At any time after the occurrence of a Termination Event IDE may, by notice to the Hirer, on such date as IDE specifies in the notice, terminate the leasing of the Equipment to the Hirer and the consent of IDE to the possession of the Equipment by the Hirer pursuant to these Conditions or, if the Commencement Date has not occurred, terminate the obligation to lease the Equipment to the Hirer pursuant to these Conditions.

15.2. The Hirer shall pay to IDE forthwith on any termination of the leasing of, or obligation to lease, the Equipment pursuant to Clause 15.1:

15.2.1. an amount equal to the aggregate of:

(i) any Rent and any other amounts then payable by the Hirer under these Conditions; and

(ii) the amount of any Losses incurred by IDE in connection with that termination; and

15.2.2. by way of agreed compensation, the Termination Sum calculated as at the date of that termination.

16. Redelivery

16.1. On the termination or expiry of the Rental Period either:

16.1.1. the Hirer shall at its risk and expense, return the Equipment to IDE at such place in the United Kingdom as IDE requires or

16.1.2. IDE shall collect the Equipment if this is agreed between the parties. The Equipment shall be returned in a good, safe and serviceable condition and state of repair (fair wear and tear excepted) and otherwise in the condition required pursuant to these Conditions, free of any Security Interest.

16.2. On the termination or expiry of the Rental Period, the Hirer shall no longer be in possession of the Equipment with the consent of IDE and IDE shall be entitled to retake possession of the Equipment if it is not returned in accordance with Clause 16.1.

16.3. IDE may put into force and exercise all its rights and entitlements at law and may enter upon any land or premises belonging to, or in the occupation or under the control of, the Hirer where any item of Equipment is located for the purposes of retaking possession of that Equipment. Where the equipment is located on land owned by third parties, the Hirer shall procure that IDE has all rights necessary to gain access to that land for the purpose of removing the Equipment.

16.4. If within the period of five working days from the termination or expiry of the Rental Period, the Hirer has either:-

16.4.1 failed to return the Equipment in accordance with clause 16.1.1; or

16.4.2 failed to make the Equipment available for IDE to collect in accordance with clause 16.1.2; then IDE may charge the Hirer and the Hirer shall pay a sum equivalent to the amount of the Rent for the period from the termination or expiry of the Rental Period until the Equipment is either retuned in accordance with clause 16.1.1 or collected in accordance with clause 16.1.2.

16.4.3 Where IDE is instructed to collect rental items on behalf of the customer, IDE will endeavour to collect goods within 5 working days of off hire. The goods shall be made available the day after the agreed off hire date. The Hirer will remain responsible for up to 5 working days after the off hire date.

16.4.4 Where rented items are not made available for collection, at the agreed time, IDE will charge a failed delivery charge equivalent to the quoted transport cost and the hirer will remain responsible for the goods until the rearranged collection takes place.

17. Notices

17.1. Any communication to be made under or in connection with these Conditions shall be made in writing by email or letter.

17.2. The address, and the person for whose attention the communication is to be made, of each party to these Conditions for any communication or document to be made or delivered under or in connection with these Conditions is as set out on the order form submitted to IDE or such other address as the parties shall notify to the other from time to time.

17.3. A communication or document made or delivered by one party to another under or in connection with these Conditions will only be effective:

17.3.1. if by way of email, when received in legible form; or

17.3.2. if by way of letter, when it has been left at the relevant address or 3 business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

18. **Transfer and assignment**

18.1. IDE may dispose of any of its rights or obligations under these Conditions or dispose of any item of Equipment, or any of its rights in and to any item of Equipment, subject to and with the benefit of these Conditions, to another person.

18.2. The Hirer may not dispose of any of its rights or obligations under these Conditions.

19. Supplemental

19.1. If any of these Conditions at any time is or becomes illegal, invalid or unenforceable under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Conditions under the law of that jurisdiction, nor the legality, validity or enforceability of that provision or any other provisions of these Conditions under the law of any other jurisdiction will in any way be affected or impaired.

19.2. The rights and remedies provided in these Conditions are cumulative and not exclusive of any rights or remedies provided by law. If the IDE fails to exercise, or delays in exercising, any of its rights or remedies under these Conditions, such failure or delay shall not operate as a waiver. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.

19.3. The parties to these Conditions may only amend or waive any term of these Conditions in writing.

19.4. IDE may set off any matured obligation due from the Hirer under these Conditions against any matured obligation owed by IDE to the Hirer.

19.5. Any determination or certification by IDE of a rate or amount under these Conditions is, in the absence of manifest error, conclusive.

19.6. Subject to any periods of grace referred to in Clause 14, time shall be of the essence as regards the performance by the Hirer of its obligations under these Conditions.

19.7. The indemnities contained in these Conditions in favour of IDE shall survive any termination or other ending of the Rental Period and any breach of these Conditions or repudiation or alleged repudiation of these Conditions by the Hirer or IDE.

20. Governing law and jurisdiction

20.1. These Conditions are governed by English law.

20.2. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions.

For more information, please contact IDE on 01543 574111 or email: enquiries@idesystems.co.uk