

Terms and Conditions for the Hiring of Equipment from Atlantis Marine Ltd

1. Definitions & General

- 1.1 The ' Owner' means Atlantis Marine Ltd
- 1.2 The " Hirer" means the company, firm, person or public authority shown overleaf, taking the owners equipment on hire and includes their successor and personnel.
- 1.3 " Equipment" means all products or services which the owner agrees to hire to the hirer.
- 1.4 These terms and conditions shall apply to the hire of all Equipment by the owner to the Hirer and shall not be overridden by any terms and conditions of the Hirer
- 1.5 No variation of these terms and conditions will be effective unless agreed in writing by the director of the Owner.
- 1.6 Acceptance of the Equipment on site by the Hirer signifies acceptance of these terms and conditions unless otherwise agreed in writing

2. Basis of Charging.

The Equipment is hired to the Hirer subject to these terms and conditions and to the terms set out overleaf. The Hirer agrees to pay the hire charges which will commence from the time and at the rates shown overleaf and continue until the Equipment is returned to or collected by the Owner. All equipment is subject to a minimum three day hire period unless agreed in writing with a director of the Owner

3. Other Charges

Hire charges relate solely to the "equipment" and do not include carriage to and from the Owner's" premises, charges in relation to the supply of an employee of the Owners , or any other costs incurred by the Owner, all of which will be charged separately to the Hirer.

4 Other charges relating to hired operators.

The hirer shall pay the agreed daily rate for the Owners operative supplied with the equipment and such rates are payable whether or not the operative is actually engaged in operating the equipment or providing any other service in connection with the equipment. All travelling time and fares for the Owners operative, whether during, at the beginning or at the end of the hire period are payable by the hirer.

5. Payment Terms.

All charges are payable 30 days net from the date of the invoice. These payment terms shall apply to all charges from the Owner and will not be overridden by any payment terms of the Hirer.

6. Delivery in Good Order

The person signing for receipt of has inspected the equipment and deems it be in good working order and wholly free from damage at time of delivery. If the equipment has been accepted on site by the Hirer, the equipment is also deemed to be in good working order and wholly free from damage at the time of the delivery. Any shortages of equipment must be notified the Owners within 24 hours of the commencement of the hire and confirmed in writing within 72 hours. If the Hirer fails to do this, the hire charges will continue and the Hirer will be responsible for the cost of replacing shortages in accordance with paragraph 7.

7. Lost non-returned or unclean equipment

The Hirer must immediately notify both the Owner and the police of any loss or theft of equipment. When Equipment is not returned or is returned incomplete the liability of the Hirer shall only cease when the Hirer pays to the Owner the manufacturers current list price for the missing or incomplete item. The Hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of the Equipment if it is returned damaged, unclean or incomplete. Hire charges will continue until such rectification is complete.

9. Maintenance of Equipment and Breakdown Procedure.

The Hirer shall ensure that the Equipment remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the Equipment must be immediately notified to the Owner. Under no circumstances shall the Hirer repair the Equipment, unless authorised by the Owner. Such Equipment shall be returned to the Owners premises for examination.

13. Safe use of Equipment

The Hirer confirms that is has the necessary knowledge and experience to operate and use the Equipment. The Hirer will not misuse the equipment. The Hirer will not allow any person to use the equipment who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed.

14. Hirers Responsibilities.

The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the equipment and whether or not arising under statute or common law or from the Negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owners Employees.

15. Consequential Losses.

The Owner shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings, whatsoever caused by or arising out of, the late delivery, non delivery, unsuitability or repossession of the equipment, or any breakdown or defect in the Equipment.

16. Insurance.

The Hirer shall be responsible for obtaining all prudent insurance cover, including third party liability and cover against loss or damage to equipment. The Hirer shall hold on trust for the Owner all policy proceeds in or towards satisfaction of the Hirers obligations under paragraph 7. If the equipment is involved in any accident resulting in injury to persons or damage to property immediate notice must be given to the Owner by telephone and confirmed in writing. The Hirer shall not admit liability or compromise any claim relating to the Equipment without the consent in writing of the Owner.

19. Hire Period

The Owner shall be entitled at any time and for any reason whatsoever and without explanation to terminate with immediate effect the hire contract and to repossess the Equipment.

20. Right of Access

The Hirer shall allow the Owner access to the Equipment at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

21. Confidential Treatment

Drawings, descriptions, parts lists and other technical documentation entrusted by the Owner to the Hirer may not be copied shown or entrusted to unauthorised persons

21. Invalidation Should any of these terms and conditions be held to be invalid such invalidation will not affect the validity of the remaining terms and conditions.