

## CONDITIONS OF HIRE – CANNING CONVEYOR CO LTD.

### 1. PAYMENT

The time of payment shall be of the essence of this agreement and the hirer's failure to pay any rental or part of any rental within seven days after the same shall have become due shall be deemed a repudiation of this agreement by the hirer. Payment despatched at the risk of the hirer.

### 2. OTHER COVENANTS BY HIRER.

During the continuance of the hiring the hirer shall;

- a) Keep the equipment at the address stated on the hire agreement unless otherwise authorised by Canning Conveyor Co Ltd.
- b) Permit Canning Conveyor Co Ltd at all reasonable time to enter upon the premises where the equipment is kept for the purpose of inspecting the equipment (and of carrying out any necessary repairs thereto)
- c) Keep the equipment free from lien distress execution or other legal process.
- d) Promptly inform Canning Conveyor Co Ltd when the equipment is in need of repair or adjustment and not request, permit or authorise any other person other than Canning Conveyor Co Ltd or any person authorised by Canning Conveyor Co Ltd to carry out any repairs or adjustments.
- e) Not to take the equipment or allow the equipment to be taken outside the United Kingdom without the written consent of Canning Conveyor Co Ltd.
- f) Return the equipment in the same condition as when received (normal wear and tear excepted) to Canning Conveyor Co Ltd at Sandy Lane Industrial Estate, Sandy Lane, Worksop, Nottinghamshire S80 1TN and on the date specified on the hire agreement unless otherwise agreed, and will use the equipment in a reasonable and lawful manner. Should the hirer not return the equipment at the agreed time the hirer will pay to Canning Conveyor Co Ltd a penalty charge at a tariff equal to one-fifth of the weekly tariff shown on the hire agreement for each day over the agreed time.
- g) Keep the equipment in substantial repair and condition and bear the cost of replacement of all missing, damaged or broken goods or parts thereof with goods or parts of equal quality and value.
- h) Shall at the request and cost of Canning Conveyor Co Ltd do and concur in doing and permit to be done in his name or by his appointed agents, all such acts and things as may be necessary or reasonably required by Canning Conveyor Co Ltd or the equipment for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any other parties in respect of any loss or damage to or in connection with the equipment during the period of time between the commencement of hiring and the equipment's return to Canning Conveyor Co Ltd and Canning Conveyor Co Ltd shall account to the hirer for any sums recovered by Canning Conveyor Co Ltd and due to the hire from such other parties under this clause, after setting off any outstanding liability of the hirer to Canning Conveyor Co Ltd.
- i) Shall inform Canning Conveyor Co Ltd within forty eight hours, excluding weekends and public holidays, of any loss or damage to the equipment and of any fault therein which reasonable required repair, and must not, in the case of damage or fault which makes the equipment liable to cause danger to any person or property, use the equipment until such damage or fault has been repaired or corrected.
- j) Not sell or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof or otherwise deal with the same in any manner inconsistent with Canning Conveyor Co Ltd ownership.

### 3. TERMINATION BY OWNER

If the hirer shall make default for seven days in payment of any sum payable hereunder or shall fail to observe or perform any of the other terms and conditions of this agreement or if the hirer shall have misrepresented any of the facts stated or if the hirer shall commit an act of bankruptcy or have a receiving order made against him or shall make any arrangement with his creditors or if distress or execution shall be levied or threatened upon any of the hirer's property then Canning Conveyor Co Ltd shall be at liberty by notice in writing forthwith to terminate this agreement and thereupon and the hiring thereby constituted shall for all purposes terminate. Thereafter the hirer shall cease to be in possession of the equipment with Canning Conveyor Co Ltd consent and subject to any pre-existing liability of the hirer neither party shall have any rights against the other save that Canning Conveyor Co Ltd shall be entitled to repossess the goods and for that purpose to enter upon the premises in which the same are kept.

### 4. NOTICES

Any notice required or permitted to be given by Canning Conveyor Co Ltd to the hirer hereunder shall be validly given if served personally on the hirer or sent by registered post to or left at the address of the hirer stated on the hire agreement or to or at the hirers last known address and shall be deemed to have been received by the hirer forty eight hours after posting.

### 5. INSURANCE

The hirer shall be responsible for the insurance of the equipment up to the full market value including all third party liabilities.

### 6. MAINTENANCE OF EQUIPMENT

So long as the hirer is not in default of any of his obligations under this agreement Canning Conveyor Co Ltd will during the continuance of the hiring service and repair the equipment free of charge and if the equipment has to be removed to repair will as soon as is expedient and subject to availability and also to any legal requirements or restrictions for the time being in force provide the hirer on loan free of charge similar equipment but the hirer shall remain liable for payment of rentals hereunder notwithstanding that the equipment comprised in the agreement is out of use awaiting or undergoing repair or adjustment. Save as aforesaid Canning Conveyor Co Ltd shall not be responsible for any defects in the equipment and shall not under any circumstances be liable to make any payment to the hirer in respect of any loss, injury or damage sustained by the hirer or any third party as a result of the presence or use of the equipment or any defect therein.

### 7. GENERALLY

In this agreement the equipment includes all replacements and renewals thereof and all accessories and additions thereto whether made before or after the date of this agreement. No relaxation forbearance or indulgence by Canning Conveyor Co Ltd in enforcing any of the terms and conditions of this agreement nor by the granting of time by Canning Conveyor Co Ltd nor shall any waiver or any breach operate as a waiver of any subsequent or continuing breach.