



## **Ener-G Services Hire Terms and Conditions**

These terms and conditions apply to the hire of equipment supplied by Ener-G Services.

### 1. PERIOD OF HIRE

The period of hire commences on the day the equipment leaves Ener-G Services premises and the signature of delivery note by the hirer, or their representative shall be conclusive proof of the passing of possession and acceptance of these conditions of hire.

The period of hire shall continue until possession of the equipment is received back with Ener-G Services and it is the responsibility of the Hirer to obtain from the Company or its authorised representative written acknowledgement of receipt of the equipment which shall alone constitute evidence of the return of the equipment to Ener-G Services.

### 2. EQUIPMENT

It is the responsibility of the Hirer to satisfy himself that upon receipt of the equipment it is in good working order and undamaged condition and the signature of the Delivery Note shall be conclusive evidence that the Hirer has received the equipment in good working order and undamaged condition. The Company will not be responsible for any defects or deficiencies in the equipment unless an appropriate specific note has been made on the Delivery Note and such note has been Signed by the Company or its authorised representative.

The Company does not warrant that the equipment is suitable for the particular or any purpose for which it is or may be required.

### 3. LOSS OR DAMAGE TO EQUIPMENT

Throughout the period of hire the Hirer shall be responsible for the safekeeping of the equipment and shall be liable to Ener-G Services for all loss of or damage to the equipment however caused. The Hirer shall notify Ener-G Services of any loss of or damage to any equipment on hire within 48 hours of such loss or damage being sustained.

The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written authority of Ener-G Services.

The Hirer shall pay Ener-G Services all costs incurred by it in carrying out repairs to damaged equipment at cost plus 10%.

The Hirer shall pay Ener-G Services the full cost of replacing any lost equipment or any equipment which in the reasonable opinion of Ener-G Services that is uneconomic to repair with new equipment of the same or similar specification to that equipment which has been lost or damaged.



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During any period in respect of which the Hirer has not already paid Ener-G Services the cost of hiring any equipment which shall be lost or damaged as mentioned above and until such time as payment shall be made to Ener-G Services pursuant to conditions above the Hirer shall pay Ener-G Services compensation for the loss of use of the equipment lost or damaged at a rate equivalent to charges currently made by Ener-G Services for the hire of such equipment.

#### INSURANCE

#### CANCELLATION

In the event the order is cancelled by the hirer within 24 hours of the date when the period of hire was to commence, after receipt of a confirmed Purchase Order, the Hirer shall be liable to pay to the Company a cancellation charge not exceeding the total agreed hire charge for the cancelled hiring.



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