



TERMS & CONDITIONS FOR HIRE

PERIOD

- (A) Hire period is from time equipment leaves the warehouse until it is returned to the warehouse.
- (B) Hire commences 12 noon on first day specified and ends 10 am on last day specified.
- (C) No allowance whatsoever can be made for time when equipment is not in use for any reason whatsoever.

EQUIPMENT

- (A) The equipment hired is agreed to be as stated herein.
- (B) Empire Electrical Services Ltd does not represent or warrant that the equipment supplied or its capacity or performance is fit for the purpose for which the hirer requires same.
- (C) While every endeavour is made to supply equipment as ordered, Empire Electrical Services Ltd reserves the right to substitute other designs where necessary.
- (D) Empire Electrical Services Ltd will not be responsible for any delays, accidents, loss or damage of any kind, direct, indirect or consequential which may arise through defects or breakdown of the equipment hired.

NON SUPPLY

Empire Electrical Services Ltd will endeavour to supply equipment as ordered but cannot accept responsibility for non-delivery, delay in delivery or inability to supply when required.

LOSS OR DAMAGE

Hirer accepts full responsibility for loss or damage howsoever caused from the time the equipment is despatched from Empire Electrical Services Ltd warehouse to the Hirer or other carrier, until returned to Empire Electrical Services Ltd warehouse.

PROPER USE

The Hirer shall only use the equipment for the purpose and within the capacity limits for which it has been designed, and will not attempt to alter, repair or modify the equipment.

DAMAGED EQUIPMENT

If the Hirer considers any equipment to be damaged as supplied, the Hirer must notify Empire Electrical Services Ltd immediately. Hire will cease from the time such notification is received if the equipment is found to be faulty by Empire Electrical Services Ltd.



FAULTY EQUIPMENT

If the Hirer considers any equipment to be faulty as supplied; the Hirer must notify Empire Electrical Services Ltd immediately. Hire will cease from the time such notification is received if the equipment is found to be faulty by Empire Electrical Services Ltd.

RETURN OF GOODS

All equipment should be clean and in good working condition on return.

The Hirer agrees to reimburse Empire Electrical Services Ltd for all costs in connection with cleaning, repairing or replacing equipment not returned in clean and good working condition. When cables are returned to us not properly coiled additional charges will apply.

Any equipment or part thereof not returned on the due date will be charged to Hirer's account. No credit will be allowed for any item returned after thirty days from date for return.

DELIVERY

Hire charges are ex our warehouse or depot. Any freight or delivery charges incurred by Empire Electrical Services Ltd on the Hire's behalf will be charged to the Hirer.

PACKING - CONTAINERS ETC

All equipment is suitably packed where necessary. Such packing must be used by the Hirer when returning the equipment; otherwise the cost of such packing will be charged to the Hirer's account.

PAYMENT

(A) The inclusive charges for the hire are as stated herein.

(B) Unless otherwise expressly provided all hire charges are to be paid in full together with the deposit as determined by Empire Electrical Services Ltd before delivery is affected.

(C) Additional rental charges at the rate quoted herein for the period overdue will be made for equipment returned after 10am on due date.

TERMINATION

If a default exceeding seven days is made on any payment due on the account of the hire, or if there is any other breach of these terms and conditions then Empire Electrical Services Ltd reserves the right to terminate the hire period forthwith, and to take any steps necessary to recover possession of the equipment without prejudice to Empire Electrical Services Ltd rights to recover all amounts due, for the hire, reconditioning of the equipment - if required and cost for transport to the Empire Electrical Services Ltd warehouse.



PROPERTY RIGHTS

All equipment remains the absolute property of Empire Electrical Services Ltd. Hirer undertakes to keep the equipment in their possession and control, and free from liens, charges, encumbrances and any other interests whatsoever.

INSPECTIONS

Empire Electrical Services Ltd reserves the right to inspect the equipment at any time.

EMPIRE ELECTRICAL SERVICES LTD LIABILITIES

Empire Electrical Services Ltd undertakes no liabilities whatsoever of third party and similar risks or for personal injury or for consequential damage of any kind.

ACCEPTANCE

Notwithstanding that the Hirer may not have signed this agreement, the acceptance by the Hirer of any goods on hire from Empire Electrical Services Ltd shall in itself constitute an acceptance of the above terms and conditions, and of the charges stated on the accompanying hire agreement form, or acknowledgement order.

SALE OF:

Goods remain the property of Empire Electrical Services Limited until full final payment has been received for said materials.

Signed by the Hirer or for and on his behalf by his duly authorised agent.

Signed _____ DATE: _____