

Reconomy (UK) Ltd

Kelsall House
 Stafford Park 1
 Telford
 Shropshire TF3 3BD

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 📧: operations@reconomy.com

**Equipment Hire Agreement**

Hire Agreement No:

EA/

Commencement Date:

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Section A: (the Hirer)		Business Status:	
Company:		Limited Co:	<input type="checkbox"/>
Co Reg No:		Partnership:	<input type="checkbox"/>
Address:			
Post Code:		Invoicing Contact:	
Siting Address (if different from above)			
Address:			
Post Code:		Service Contact:	

Section B: Equipment (full details quoting model, serial number, new/reconditioned)

Section C: Details of the "Hire Rental"			
Minimum Hire Period of Agreement: (Mths)			
Advance Payment: (if applicable)		X	
Followed by Rentals of:		X	
			+ VAT
			+ VAT
			Payable on or before delivery of the equipment
			Payable monthly, commencing one month after the commencement date

The above Hire Rental shall include (where specified) the provision of maintenance of the Equipment by Reconomy (UK) Ltd (**the Owner**) or their appointed agent, in accordance with the maintenance provisions stated overleaf.

Section D: Additional Provisions: (state if maintenance is included)

Signature on behalf of Reconomy (UK) Ltd (the Owner):		Date:	
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The Hirer hereby agrees to be bound by the information herein and the terms and conditions set out overleaf.

Signature on behalf of (Company Name) (the Hirer)		Date:	
Name: (print)		Position:	

For Terms and Conditions see overleaf

Equipment Hire Agreement
Conditions Applicable to the Rental or Lease of Equipment

- 1) **PARTIES**
- 1.1 Reconomy (UK) Ltd, whose registered office is Kelsall House, Stafford Park 1, Telford, Shropshire, TF3 3BD hereinafter referred to as **(the Owner)**
- 1.2 The person (s), company, sole trader, partnership or organisation, detailed in **(Section A)**, whose address for service is within the jurisdiction of the Courts of England and is as detailed in **(Section A)**, hereinafter referred to as **(the Hirer)**
- 2) **DEFINITIONS:** 6.3.2
- The following terms shall have the following meanings: -
- 2.1 **Owner:** shall include any successors in title of the present Owner whether by reconstruction, amalgamation or purchase
- 2.2 **Minimum Hire Period:** the period of the rental agreement being from the date of commencement of the hire/lease period as set out **(in Section C)** and will continue for a minimum period of 12 months (or longer period if specified) at the end of which the hire/lease will continue on an annual basis, unless terminated by the Hirer in accordance with the procedure set out in clause 3.1.1
- 2.3 **The Equipment:** shall be exclusively the equipment as described within **(Section B)** and will include with no variation whatsoever and shall include each and every component part, record, manual and handbook for each and every piece of equipment and all replacements, renewals or additions to and substitutions for the equipment, from time to time forming an integral part of them and shall become the property of the Owner and subject to this Agreement
- 2.4 **Anniversary Date:** is the date on which the Agreement was signed or the date when the Hire commenced
- 3) **THE AGREEMENT:**
- 3.1 The Owner agrees to hire/lease to the Hirer for the Minimum Hire Period the Equipment solely under these terms and conditions for the rental as set out within **"Section C"** overleaf
- 3.1.1 **The Minimum Agreement Period** is, subject to clause 8, that indicated in **Section C-"Minimum Hire Period"** and unless otherwise stated, shall be renewed automatically (for further one year periods) without notice being required to be given by the Owner, to the Hirer and the Agreement may be terminated, subject to clause 8, by either party at any **"Anniversary Date"** following, but not earlier than, the end of the **"Minimum Hire Period"**, by either party, giving to the other not less than 3 months' written notice prior to any **"Anniversary Date"** For avoidance of doubt if no written notice of termination is received by the Owner, from the Hirer, in accordance with the procedure described in this clause 3.1.1 the Agreement will automatically continue, subject to clause 8, and remain in force until the next "Anniversary Date"
- 4) **CONDITIONS WARRANTIES AND EXCLUSIONS**
- 4.1 The Equipment is selected by the Hirer and the Owner does not let or supply the Equipment with any representation concerning the condition, performance, or quality of the Equipment or with or subject to any, conditions or warranty, express or implied, by statute, common law or otherwise; and all representations, conditions, warranties, whether relating to, the capacity, quality, description, condition, leasing, possession, transportation or use of the Equipment or to the merchantability or suitability or fitness of the Equipment, for a particular purpose or any purpose, are excluded
- 4.1.1 The Owner shall not be liable to the Hirer, whether in contract or tort, for any, claim, loss, injury or damage, howsoever arising, by reason of any defects to the Equipment, whether such defects are latent or patent or apparent on examination (other than liability for death or personal injury arising from the direct negligence of the Owner)
- 4.1.2 The Owner shall not be liable for any statement, condition, warranty or representation, made by any supplier, dealer, agent, broker or other third party, through whom this transaction may have been introduced, negotiated or concluded
- 4.1.3 upon removal of the Equipment, for whatever reason, from the Hirer's premises or site, the Owner will not be responsible to the Hirer for any costs of making good any infrastructure or property belonging to the Hirer or any other third party, or any other cost or costs, associated with the removal of the Equipment from the Hirer's premises or site
- 5) **MAINTENANCE AND SERVICE**
- 5.1 By this Agreement the Owner provides **(when stated in Section D)** a full repair maintenance service on the Equipment given reasonable notice (fair wear and tear accepted), without charge to the Hirer, (unless specified otherwise by the Owner)
- 5.1.1 damage to the Equipment caused by acts of negligence, vandalism, distress to the Equipment, components and materials will be charged for by the Owner at the Owner's commercial rates
- 5.1.2 where the Equipment includes consumable items these will be supplied at the Owners commercial rates **(unless specified to the contrary by the Owner in Section D)**
- 5.1.3 The Owner may at their absolute discretion replace or substitute the Equipment as detailed within the schedules in Section B, overleaf and in that event the replacement equipment shall be subject to the terms of this Agreement
- 5.2 **Maintenance Provisions (if applicable)**
- 5.2.1. If specified in the Agreement, where the Owner has agreed for maintenance to be included in the rental the Owner agrees to procure the maintenance of the Equipment during the continuance of this Agreement at the additional maintenance fee agreed between the parties
- 5.2.2. No visits for the purpose of maintenance will be made outside the hours of 9.00 a.m. to 5.00 p.m. Monday to Friday (excluding Bank Holidays and whenever the premises where the Equipment is located are not open for business) ("Business Hours") except by prior arrangement and upon payment of a further fee for such visits in accordance with the Owners current published price list from time to time applying
- 5.2.3. If applicable, and where maintenance is included, the Hirer shall allow the Owner's agent and their employees at all times to enter the Hirer's premises or site so as to maintain the Equipment as herein provided. In the event of the Hirer refusing the Owners agents or their employee's access then all the obligations contained herein for the Owner to maintain the Equipment shall forthwith cease
- 5.2.4. Where maintenance is included in the rental price, routine service inspections of the Equipment will be made bi-annually during the continuance of this Agreement and defects or malfunctions discovered thereby will be rectified as soon as is reasonably practicable during Business Hours.
- 5.2.5. If the Hirer discovers a malfunction or defect it shall immediately advise the Owner of the same whereupon the Owner will procure the rectification of the said malfunction or defect as soon as is reasonably practicable thereafter during Business Hours save that such obligations shall not be applicable for a period of 2 days after the signing of this Agreement. In circumstances where a routine maintenance fee has not been agreed with the Hirer, the Owner at their sole discretion will be entitled to repair the equipment and charge the associated cost to the Hirer
- 5.2.6. The Hirer shall be responsible for any costs incurred in removing the Equipment from the Hirer's premises if the Owner, its agents or their employees consider such removal is necessary for the maintenance/repair work to be carried out
- 5.2.7. If new parts are required to be added to the Equipment in order to rectify any defect or malfunction by reason of (in the sole opinion of the Owner) any accidental damage or misuse of **(to include negligence of the Hirer)** the Equipment, the Hirer shall be liable to pay for the same, in addition to the monthly Rentals specified. Any old parts shall become the property of the Owner to do with as they choose
- 5.2.8. The obligation of the Owner to maintain the Equipment shall cease, notwithstanding clause 5.2.1 above if (in the sole opinion of the Owner) any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts or if the whole of the Equipment is damaged beyond economic repair
- 5.2.9. The Owner shall not be under any obligation to procure the rectification of any defect or malfunction which has arisen as a result of: -
- (a) Transportation or re-location of the Equipment not performed by a duly authorised representative of the Owner.
- (b) Any modification, adjustment or repair to the Equipment made by a third party without the prior written consent of the Owner.
- (c) Any error or omission or failure to comply with the Owner's instructions, as to the operation of the Equipment
- (d) The subjection of the Equipment by the Hirer to any unusual physical or electrical stress, the neglect or misuse of the Equipment (misuse to include processing of unsuitable material through the Equipment) or any failure or fluctuation of electrical power, air-conditioning, humidity control or other environmental control.
- 5.2.10. The Owner shall not be deemed to be in breach of this Agreement, or otherwise be liable to the Hirer for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that delay or non-performance is as a result of any circumstances beyond the reasonable control of the Owner, including, without limitation any strike, lock-out or other industrial action.
- 5.2.11 Where latent faults in the Equipment may not manifest themselves at the time of either, routine maintenance or repair or following a call out to rectify the same, the Owner or their agents will not be held responsible for detecting such latent faults and all repair costs associated with the repair or maintenance call will be due and payable by the Hirer to the Owner.
- 6) **COVENANTS OF THE HIRER**
- The Hirer (if there is more than one, then each jointly and severally) **AGREES:**
- 6.1 **Payment:** to pay all Rentals punctually, together with VAT at the then current rate, and without demand, deduction, counterclaim, or set-off, to the Owner, at their address stated overleaf, or to the order of the Owner, all rentals and any additional costs which are set out within the Agreement
- 6.1.1 that time shall be of the essence in respect of payment and it is a condition of the Agreement that failure to pay any sums due within 30 days of receipt of the Owners invoice shall be a repudiation of the Agreement and the Hirer shall be liable to pay to the Owner, but not limited to any other remedies the Owner may have in law, all costs, including, but not limited to, interest at 5% above that of Lloyds Bank lending rate, or at the interest rate stipulated in the Late Payments of Commercial Debts (Interest) Act 1998, whichever is the higher, on all outstanding amounts and all, debt recovery costs, solicitors and court costs associated with recovery of the outstanding amounts
- 6.1.2 The Owner may adjust the charges detailed in Sections C and D, from time to time, to reflect any legislative, fuel or any other variables outside of the Owners control, notice of which shall be given to the Hirer at the earliest opportunity
- 6.2 **Inspection:** to inspect the Equipment upon delivery and to notify the Owner in writing, within 48 hours of any defect(s) or malfunction. If no such notification is received by the Owner this shall be conclusive evidence that the Equipment is complete and in good order and condition and fit for the purpose for which the Equipment is required to provide safe access to the Owner's vehicle(s) when delivering or removing the Equipment from the Hirer's site(s) and to ensure that the site(s) possess the appropriate infrastructure and access to facilitate the delivery of the Equipment (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the supply of appropriate roadways, free from overhanging branches, or overhead cables etc, and appropriate man-hole covers to withstand the vehicles weight, and adequate protection for underground services and further to provide adequate space (including headroom) for the Equipment to be sited.
- 6.2.2 to allow the Owner or the Owner's agent or representative access to inspect the Equipment upon reasonable notice by the Owner to the Hirer and at any time
- 6.3 Safekeeping of the Equipment: to supply or cause to be provided suitable electrical power, any other services or facilities **(within close proximity)** to the Equipment, for the safe installation or operation of the Equipment:
- 6.3.1 to look after and use the Equipment in a, safe, skilful, competent and proper manner and
- 6.3.1.1 to carry out any checks and lubrication of the Equipment, in accordance with the operating instructions supplied with the Equipment and
- 6.3.1.2 to safely operate the Equipment in accordance with the safety instructions provided with the Equipment and
- 6.3.1.3 to ensure that the Equipment is used in accordance with the purpose for which it was designed to supply all services, electrical, water or gas readily accessible and capable of accepting the Equipment and terminating in an acceptable point of supply
- 6.3.3 The Equipment remains the property of the Owner at all times and the Hirer shall not, assign, sub-let, sell or attempt to sell, charge, guarantee as security or create or allow any lien, for repairs or otherwise, part with possession or dispose of the Equipment, without the express written permission of the Owner, who shall have the right, at their sole discretion and without reason to withhold any permission should the Owner so wish
- 6.3.4 not to make any alteration or any modification to the Equipment and not to remove any existing component from the Equipment unless it is replaced immediately by the same component or by one of a like make and model to that removed
- 6.3.5 to (where applicable) keep or procure to be kept throughout the term accurate complete and current records of all maintenance carried out on the Equipment
- 6.3.6 not to allow the Equipment to be the subject of any distress action
- 6.3.7 to obtain, effect and keep effective, all permissions, licences and permits and to pay all rates, rents, taxes and charges, which may, from time to time, be required, in connection with the business in relation to the Equipment and its use
- 6.3.8 to comply with all statutory and other obligations which are required in relation to the Equipment and its use and at the Hirer's own expense, to add to or install with, the Equipment and the use of it, any safety or other equipment required by any applicable law or regulation;
- 6.3.9 to indemnify the Owner against all loss, claims, charges and damages howsoever and by whom they are incurred, by reason of failure by the Hirer to observe and comply with the provisions of this Equipment Hire Agreement
- 6.3.10 to notify the Owner in writing immediately of any damage to the Equipment other than that which is due to normal wear and tear
- 6.3.11 to keep the Equipment at the address where it was first sited and as detailed in this Agreement or at such other address as may be agreed in writing with the Owner and additionally, not to re-site the Equipment either internally or externally, without the prior written consent of the Owner
- 6.3.12 to return the Equipment to the Owner in the same condition as that in which it was supplied to the Hirer (fair wear and tear accepted) and the Hirer on demand shall pay to the Owner all costs incurred by the Owner for reinstatement of the Equipment or if the Equipment is beyond repair, the cost of replacement of the Equipment on a like for like basis
- 6.4 Insurance: to insure the Equipment and keep the Equipment insured throughout the period of the Agreement, for its full replacement value and against all risks on a comprehensive basis (to include, but not limited to, risk of fire, theft, accidental damage and such other risks as the Owner shall require) without restriction, qualification or excess
- 6.4.1 to insure the Owner and the Hirer as joint assureds against all liability in respect of claims from third parties and to include in this provision for death, personal injury or damage to or loss of property arising directly or indirectly out of the use, possession or operation of the Equipment (and for the avoidance of doubt to include any operation under 6.6 below) and in any event to a minimum (not aggregated) sum of £5,000,000 and:
- 6.4.2 to pay punctually all premiums due for such insurance and to produce upon request (but understanding that such request will not normally be made) the policy or policies together with evidence of payment of the insurance premiums to keep such policies valid and in force.
- 6.5 Return of Equipment: to remove and to return the Equipment in the event of premature termination for whatever reason or repudiation by whichever party of this Agreement
- 6.5.1 in the event of the Owner having to remove or re-take possession of the Equipment the Hirer will indemnify the Owner in respect of all costs of doing so (including those which may be incurred by the Hirer or any third party) and will reimburse the Owner for all costs incurred by the Owner, associated with the removal or re possession of the Equipment
- 6.6 Disposal: where the Equipment consists of, or partly consists of, or receives or stores disposable items, the Hirer will dispose of such items or arrange the disposal, so as to comply with each and every statutory regulation, bye-law or trading control which from time to time may be applicable and in force
- 6.6.1 to dispose of any such items so as to ensure their safe disposal, so as not to give rise to any liability to, any person, body corporate, statutory authority, Borough, Association, the Crown or any other entity whatsoever
- 6.6.2 to inform the insurers chosen by the Hirer of the provisions required under 6.4.1 and the Hirer's responsibilities therein
- 7) **HIRER'S INDEMNITY**
- 7.1 The Hirer will indemnify the Owner against all loss, actions, claims, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis) insurance premiums and calls, liabilities, judgements, damages or other sanctions howsoever arising, whether directly or indirectly from the Hirer's failure or alleged failure to carry out its duties under this Agreement or by reason of any loss, injury or damage, suffered by any person, from the presence of the Equipment or requisites supplied or the delivery, possession, use, removal or return of them or any defect in the Equipment or the design, manufacture or overhaul of the Equipment
- 8) **TERMINATION BY THE OWNER FOR DEFAULT OF THE HIRER:**
- 8.1 Without prejudice to the Owner's rights to all arrears of rental or other sums due or for damages for breach of this Agreement, the Owner may terminate the hire under this Agreement on the occurrence of any of the following events:
- 8.1.1 if the Hirer defaults on any payment of rentals or any sums agreed to be paid under this Agreement
- 8.1.2 if the Hirer shall be in breach of any term of this Agreement
- 8.1.3 if the Equipment, materials or requisites are not kept free from distress or if the Hirer shall do or allow to be done any act or things which may prejudice or endanger the Owner's property or rights in the Equipment, materials or requisites If the Hirer had a bankruptcy order made against him or shall have a receiving order levied against him or be liquidated or wound up or have a petition for winding up presented against him or pass a resolution for voluntary winding up in the event of a receiver, liquidator or administrator being appointed or a petition being presented for the winding up or bankruptcy of the Hirer or upon the levying of any distress at premises at which the Equipment is located or upon the happening of any other event that might prejudice the rights of the Owner as owner of the Equipment or upon the destruction of the Equipment, the Owner may by notice in writing terminate this Agreement, re-possess the Equipment and recover from the Hirer all arrears of Rentals, removal and recovery costs in respect of recovery of the equipment, plus damages in a sum equivalent to the aggregate value of all future Rentals to the end of the Minimum Hire Period (or to the end of the 12 month period, if the Minimum Hire Period has ended) less an allowance of 4 per centum on all monies paid in advance of their due date and in such circumstances
- 8.1.4 If the Hirer shall abandon the Equipment
- 9) **CONSEQUENCE OF TERMINATION**
- 9.1 If the Agreement is terminated by the defluxion of the hire period as stated in the Minimum Hire Period or for the period of renewal following the end of the Minimum Hire Period, no termination payments are due
- 9.1.1 if the Agreement is terminated otherwise than, as in 9.1 above, then there is immediately due: all arrears of rental and all outstanding rentals for the full Minimum Hire Period or for the period of renewal following the end of the Minimum Hire Period, of the Agreement and any associated costs relating to the removal or repossession of the Equipment, less a discount for accelerated payment of 4% per annum
- 9.1.2 The Owner may enter upon the premises where the Equipment is being kept for the purpose of re-possessing the Equipment.
- 10) **INTEREST**
- 10.1 If any of the rentals or any other sums payable under this Agreement shall not be paid when due, the Hirer shall pay to the Owner the interest on them calculated on a daily basis and compounded daily from the due date until payment at the rate of 5% per annum over the Lloyds Bank base lending rate
- 11) **GENERALLY**
- 11.1 The Owner shall at all times retain ownership of the Equipment and the Hirer shall have no interest over or in the Equipment as specified in the Agreement and not, whatsoever that the Equipment may be affixed to any land or building, the Owner shall continue to have ownership (without limitation) in the Equipment
- 11.2 Any delay or failure of the Owner to exercise any right or remedy shall not constitute a waiver on the part of the Owner of such rights and the Owner's rights to remedial action may be enforced concurrently, cumulatively and at any time and shall not be regarded as exclusive
- 11.3 It is agreed that this Agreement contains all of the terms agreed between the parties; save for such variations as shall be agreed in writing between the Owner and the Hirer and signed by the Owner's authorised representative and no order or acknowledgement by the Hirer will be of any significance or consequence in determining the Agreement
- 11.4 Any written communication from the Owner to the Hirer shall be sufficiently served if sent by prepaid post or later delivered by hand to the address of the Hirer as referred to in Section A and if sent by post shall be deemed to have been received by the Hirer 48 hours after the time of posting
- 11.5 All sums payable under this Agreement shall be paid together with the addition of such value added tax as is legally payable on these sums.
- 11.6 The continuance of this Agreement and of the Hirer's liability for payment of the rentals and all other sums shall not be affected in any way by the loss, theft, total loss, or any damage to, or any defect in the Equipment whether latent or patent
- 11.7 Upon termination the Hirer will be liable to reimburse the Owner for all expenses and costs associated with dismantling and removal of the equipment from the Hirer's premises, including transport cost(s), to a location specified by the Owner.
- 11.8 Should the Hirer wish to change an agreed delivery date, or location, written notice must be provided to the Owner at least 2 working days prior to the initially agreed delivery date and any subsequent agreed delivery date. Failure by the Hirer to provide such notice will entitle the Owner to charge a late cancellation charge to the Hirer
- 11.9 This Equipment Hire Agreement incorporates Reconomy (UK) Ltd's, Standard Terms and Conditions for The Supply of Services, which are available for inspection or download at www.reconomy.com (terms and conditions)
- 11.10 **This Agreement will only take effect if, and when, it is signed by the Owner, but should this Agreement, for whatever reason, not be signed by the Hirer and the Hirer subsequently takes delivery of the Equipment and servicing of the Equipment commences, the Agreement will be deemed to have been signed by the Hirer and the Agreement commenced from the date of delivery of the Equipment and the rights of the Owner contained within this Agreement will be fully enforceable by the Owner as if the Agreement had been signed by the Hirer**