

CONTRACT HIRE AGREEMENT

No terms other than those expressly contained herein shall apply to or form part of the contract. No alteration or variation to these terms is permitted when the same is in writing and approved by the Company, **HJ LEISURE**.

All equipment let on hire shall remain the exclusive property of the company.

All equipment let on hire shall be deemed to be let in good condition and it shall be a condition of this agreement that the Hirer shall inspect the goods at or before the time of collection and make all patent defects known to the Company. The Company does not warrant that the goods are fit for any special purpose.

The equipment shall not be re-hired or re-let or given on loan to any third party. No other person apart from the Hirer shall be entitled to use the equipment

The Hirer shall at all times maintain the equipment in a good state of repair and shall ensure that it remains safe, serviceable and clean. No alteration or modification to the equipment shall be allowed.

The Hirer will be responsible for any damage or vandalism to the equipment. The Company reserves the right to charge for the repair to the equipment at a commercial rate.

Any breakdown or unsatisfactory usage of the equipment must be notified to the Company immediately.

The Company accepts no responsibility or liability for any loss or damage arising from any stoppage due to breakdown or repair of the equipment from any cause whatsoever.

The Hirer will not attempt to repair the equipment without the express authority in writing from the Company to do so. Any repair to the equipment without such express authority from the Company shall be deemed to be at the hirer's cost.

The Hirer will forthwith notify the Company if the equipment is involved in any accident resulting in damage or possible damage to the equipment.

The Hirer will be liable to the Company for the cost of all loss or damage to the equipment save for what in the opinion of the Company is fair wear and tear.

The Hirer will indemnify the Company in respect of all claims by any other person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the equipment and in respect of all costs and charges in connection therewith.

The Company shall not be liable for any consequential loss or damage arising from the agreement herein or any use of the equipment by the Hirer.

When the hire is for a fixed period it shall terminate on the date that period expires. When the hire is not for a fixed period or when it is continued after the expiry of a fixed period without any new period being agreed either party may terminate the hire by giving the other seven days notice in writing.

If the equipment is returned in an unclean or damaged condition a charge shall be made for the cleaning and restoration of the equipment to its condition as at the commencement of the hire. Punctures are the responsibility of the Hirer.

If the equipment cannot be returned for whatever reason the Hirer shall pay the manufacturer's list retail price for the equipment.

The equipment shall be hired on a week end or weekly rate to be agreed by the Company and the Hirer. All times including Saturday, Sunday and Public Holidays falling within the hire period shall be chargeable.

All hire charges are payable on demand and shall continue whilst the equipment remains in the possession or control of the Hirer. The goods are deemed to remain in the possession or control of the Hirer until they have been returned to the Company

The Hirer shall warrant that from the time the equipment is taken on hire by the Hirer until the time it is returned to the possession or control of the Company the equipment is covered by the Hirer's own insurance for the motor vehicle and equipment or if not be the case that the Hirer will effect his own insurance with a reputable Company for the equipment. The Hirer further warrants that by hiring the equipment and attaching it to his or hers motor vehicle it does not invalidate his own insurance for the motor vehicle. The Hirer shall be liable for the full replacement cost of the equipment or any part of the equipment in the event that no insurance cover is available or is terminated or any reason whatsoever.

Payment can be made by Debit Card or Credit Card. Debit Cards can be used for payment. Only a valid Credit Card can be used for security on a pre-authorisation. Any reduction in the hire period will result in a hire charge per week.

Cancellation If the the hire is cancelled under 28days before date of hire, the booking deposit is non-refundable. Full payment is required 21days before the hire date, if the hire is cancelled within 14days from date of hire we reserve the right to hold all of the hire charges, therefore we advise our customers to arrange their own holiday cancellation insurance.

Collection On the day of collection, if the hirer can not produce a valid driving licence (age 25yr), insurance and MOT certificate (if applicable) or the vehicle does not have a suitable tow hitch and ball with a 7 or 13 pin electrics, the hirer will forfeit all of the hire charges.

The Hirer shall not sell, mortgage, pledge or charge the equipment and shall protect it against distress, execution or levy and shall remain liable for the full replacement value of the equipment if it is taken in execution of any warrant or judgment by any third party.

The agreement shall immediately be terminated without any notice or other act if the Hirer defaults in any one payment or fails to observe or perform the terms and conditions of this agreement. The Company shall be entitled to enter upon the premises of the Hirer for the specific authority to the Company for that purpose and that such entry shall not constitute a trespass.

The Company shall be entitled to charge and receive a deposit, The Company shall be entitled to retain all or part of such deposit to meet all or part of the liability arising under the terms of this agreement. If there is no liability the deposit will be refunded to the Hirer after a period of 7 days or such longer period as may be required to ensure the terms of this agreement are adhered to. Although The Company hold a deposit, if the equipment is returned damaged in excess to the deposit or to the extent of un-roadworthyness, the total for the liability and estimated loss of hire will be charged for on the day of return.



Parent company, **HJ Autos The Trailer People.** www.hj-autos.co.uk email: hire@hj-autos.co.uk