



## Hire Contract

This Hire Contract is made on:

**Between:** Dukes Roasters of Thunderhill Farm, Hickmans Green,  
Boughton-under-Green, Faversham, Kent, ME13 9NT.

And

**Hirer details:**

**Driver's Licence details:**

Equipment to be hired: Hogroast Machine plus attachments

**Delivery address:**

**Period of hire:**

**Hire rent:**

By this Agreement the Owner lets the Hirer take the equipment on hire for a period not exceeding 2/3 days reckoned in accordance with the terms and conditions set out within.

**Signature of Hirer:**

**Date:**

**Signed (Dukes Roasters):**

**Date:**

## TERMS AND CONDITIONS

### 1 Duration

The period of hire shall commence on the earlier of the date of the Agreement and the date on which the equipment is collected by or delivered to the Hirer. The period of the hire shall end on the earlier of the following days, the day on which it is redelivered to the Owner at the delivery point specified above, or the day on which it is collected by the Owner from the Hirer from the delivery point specified above, or on the expiry of the [ ] day of the period. The Hirer shall in any event return the equipment to the Owner not later than the end of the [ ] day of the period of hire.

### 2 Payment of Hire Rent

On or before taking delivery of the equipment the Hirer shall pay to the Owner the minimum hire rent specified above and shall pay punctually and in full the hire rent (daily/ weekly) in advance, the first such payment to be made immediately upon expiry of the minimum period of hire. The date of delivery and the date of redelivery shall be counted as whole days for this purpose.

### 3 Defective Equipment

The Hirer shall report any defects or malfunction of the equipment within ( ) hours of delivery and shall, if so requested by the Owner, return the equipment to the delivery point for inspection by the Owner. If the Owner agrees in its absolute discretion that the equipment is not functioning properly, it shall use all reasonable endeavours (but shall not be bound) to provide a suitable replacement item or items from the stock of the Owner, and shall credit the Hirer with such an amount not exceeding ( ) day's hire rent or a proportion thereof as it shall in its absolute discretion consider appropriate.

Subject only to the above, the Owner accepts no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by the Hirer or by any third person (including the Hirer's servants or agents) except that the Owner does not by this exclude its liability for death or personal injury arising out of the negligence of the Owner, its servants or agents.

### 4 Use

The equipment shall be under the control of the Hirer at all times from delivery until redelivery, and the Hirer shall ensure that the equipment is used safely and without risk to health, is used by competent and duly licensed operators as the case may be, and is not used for any purpose for which it is not designed or reasonably suitable.

### 5 Indemnity

The Hirer shall be responsible for and shall indemnify the Owner against all loss and damage caused to or by the equipment for whatever cause arising.

### 6 Insurance

The (Hirer/Owner) shall keep the equipment insured against loss or damage and third party risks and shall produce evidence of such insurance to the (Owner/Hirer), who shall be entitled to (withhold/take) delivery until such production.

### 7 No Sale etc

The Hirer shall not move the equipment from the location specified above without first obtaining the Owner's (written) consent. {which may be withheld or made subject to such conditions as the Owner in its absolute discretion shall decide}. The Hirer shall keep the equipment in its sole position and shall not lend the equipment or sublet it to any person or otherwise part with possession of it in any way. The Hirer acknowledges that the equipment remains the property of the Owner at all times and must not in any circumstances be sold or used as security. The Hirer shall not permit any lien to be created on the equipment or pledge the Owner's credit for the repairs to it.

### 8 Maintenance

The Owner will maintain the equipment at its own expense and the Hirer shall, when required by the Owner, grant access to the equipment for the purpose of inspecting it and carrying out any work of maintenance and repair.

### 9 Repairs

9.1 The Hirer must not repair or attempt to repair the equipment in the event of damage or breakdown but must at once notify the Owner.

9.2 If the damage or breakdown has been caused by the fault or carelessness of the Hirer or by misuse of the equipment, the repair will be at the expense of the Hirer.

9.3 In any case other than under 9.2 above the repair will be at the expense of the Owner.

9.4 The Owner may substitute other equipment of a similar type or condition in lieu of repairing the equipment without relieving the Hirer from responsibility for the cost of repair under clause 9.2 and without extending the period of hire.

9.5 The Owner may terminate the hiring by written notice to the Hirer at any time if in the sole opinion of the Owner the equipment is not worth repairing or cannot be repaired: in such event (except where clause 9.2 applies)

the Owner shall repay the hire rent for any outstanding period for which it has already been paid.

9.6 Nothing in this clause shall affect or diminish the liability of the Hirer for any breach of this Agreement or render the Owner liable to the Hirer for any resultant or consequential loss, damage or inconvenience.

### 10 Termination

The agreement and the hiring constituted by it shall without notice but at the option of the Owner end, and the Hirer shall no longer be in possession of the equipment with the Owner's consent, in any of the following circumstances:

10.1 A default by the Hirer in the payment of any money due under this agreement for a period of [ ] days;

10.2 A breach by the Hirer of any of the provisions of this agreement other than those relating to the payment of money;

10.3 The Hirer presenting or allowing or allowing to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the levy of any distress or execution of the Hirer;

10.4 The Hirer entering into or attempting to enter into a composition with creditors or {in the case of a limited company} going into liquidation except a voluntary liquidation for the purpose of an amalgamation or reconstruction on terms previously approved by the Owner in writing;

10.5 A receiver or administrator being appointed in respect of the Hirer's assets or any of them, or a meeting, whether formal or informal, being called of the Hirer's creditors or any of them.