

BLR DISTRIBUTION Ltd

TERMS AND CONDITIONS BETWEEN HIRER AND BLR DISTRIBUTION

1. IMPORTANT SAFETY WARNING

- 1.1 You must read and comply with all safety and other instructions provided with the Equipment or by BLR.
- 1.2 You must ensure that all electrical equipment that is connected to the Equipment is adequate for the purpose, safe and correctly earthed and insulated.... If applicable
- 1.3 BLR shall make all reasonable endeavours to instruct the Hirer in the safe use of the Equipment and the Hirer must ensure that the Equipment is only used by the Hirer for the purpose communicated to BLR.
- 1.4 Save for death or personal injury caused by our negligence BLR shall accept no liability for use of the Equipment other than by correct use of Equipment by the Hirer.
- 1.5 The Hirer must ensure that it has adequate insurance in place to cover risks for;
 - 1.5.1 any third party using the Equipment;
 - 1.5.2 improper use of the Equipment; or
 - 1.5.3 during transit if you collect the Equipment from us.

2. OBLIGATIONS OF THE HIRER

- 2.1 The Equipment is only to be used by the Hirer for private domestic use.
- 2.2 You must not re-hire, sublet, lend, sell, or otherwise part possession with the Equipment.
- 2.3 The Equipment is only allowed to be used at the Delivery Address or if collected by you at the place notified to us. The Equipment may only be moved to a different address if BLR gives consent in writing.
- 2.4 You must allow BLR or its authorised representatives access to the Equipment at any reasonable time to deliver, inspect, test, adjust, repair, maintain, replace or collect the Equipment as may be necessary.
- 2.5 You must notify BLR immediately if there is any accident involving the Equipment which results in any damage to the Equipment or to other property or injury to any person.



- 2.6 You must not remove, deface or cover up any name plate or identification mark or number on the Equipment nor put any mark on it which suggests that the Equipment belongs to anyone other than BLR.
- 2.7 You must take reasonable care of the Equipment and keep it reasonably clean.
- 2.8 You must inform BLR before any Equipment is ordered if you require BLR to comply with any specific infection control measures and ensure that sufficient details are given to BLR to allow BLR to comply with any infection control request.
- 2.9 You must pay the Hire Fee and all Rental Charges in accordance with the terms of this agreement.

3. DELIVERY

- 3.1 If you require us to do so BLR shall deliver the Equipment to the Delivery Address and the costs of delivery shall be included in the Hire Fee or Rental Charge (whichever is appropriate).
- 3.2 On commencement of the hire you must check that the Equipment is suitable for your requirements and inform BLR if there are any obvious defects or faults.

4. CONDITION OF EQUIPMENT

- 4.1 You must not use the Equipment for any purpose or in any way which is beyond its capacity or in a manner likely to result in excessive wear and tear.
- 4.2 You must not move the Equipment nor make any alterations or modifications to the Equipment.
- 4.3 If the Equipment needs to be repaired or replaced you must notify BLR. The repair response time shall depend on the Service Standard included in the Hire Fee or Rental Charge. If you are a Premium Service customer BLR shall endeavour to respond within 24 hours of the call request and if you are a Standard Service customer BLR shall endeavour to respond within 24 hours of the call request provided that the call request is made between 9am on Monday and 5pm on Thursday. If the call request is made after 5pm on Thursday BLR cannot guarantee that it will respond until the following Monday (or on Tuesday if Monday is a bank holiday).
- 4.4 BLR reserves the right at its option to either repair faulty Equipment or to provide a replacement.
- 4.5 If BLR is unable to repair any faulty Equipment it shall replace the Equipment with a suitable available substitute.
- 4.6 You must not attempt to make any repair to the Equipment.



5. DAMAGE TO THE EQUIPMENT

- 5.1 If the Equipment is lost as a result of you failing to properly secure your property or damaged as a result of improper or excessive use of the Equipment, BLR reserves the right to charge you for the full costs associated with repair or replacement of the Equipment.

6. LIABILITY

- 6.1 Neither the Hirer nor BLR shall be liable to each other for any breach of the terms this agreement other than the Hirer's obligation to pay the Hire Fee or the Rental Charges.
- 6.2 Save for death or personal injury which results from our negligence the maximum liability of BLR under this agreement for damage to property shall be the sum of £1 million.

7. TERMINATION OF HIRE

- 7.1 You may terminate this agreement at any time by giving BLR written notice whereupon BLR will collect the Equipment from you or for yourselves to return. Provided that BLR is given access and collects the equipment at the end of the hire period payment for the Equipment will cease on the later of the date which falls one month after the commencement date of this agreement or on date that BLR receives written notice of termination. Failure to return or notice be given prior to the end of this agreement a further hire period ie (rolling hire) will be charged.
- 7.1.1 If Smaller items are on hire (if listed above)
- 7.2 BLR may terminate this agreement immediately if;
- 7.2.1 you fail to pay the Rental Charges when due;
- 7.2.2 you commit any breach of the terms of this agreement and such breaches are not rectified within 30 days of the date of any notice by BLR specifying the breach; or
- 7.2.3 you become bankrupt or any similar such proceedings are issued against you.

8. CHARGES

- 8.1 The Hire Fee (if applicable to you) must be paid in full to BLR when the Equipment is delivered or collected. Unless otherwise agreed with BLR, if the Hire Fee is not paid on delivery or collection BLR reserves the right to suspend delivery or collection until the Hire Fee is paid in full.



- 8.2 The Rental Charges (if applicable to you) must be paid on the above date each month without set off, counterclaim or any other such deduction.
- 8.3 If any Rental Charges are not paid on the due date BLR reserves the right to charge interest at the rate of 8% above the Bank of England base rate from time to time in force both before judgement and after.
- 8.4 Time shall be of the essence in connection with payment of the Hire Fee and Rental Charges.
- 8.5 BLR reserves the right to increase the Rental Charges from time to time on written notice to you and, unless you terminate this agreement in accordance with clause 7 you shall pay such increased Rental Charges from the date of the applicable increase.

9. **DEPOSITS**

- 9.1 We may ask you to pay a small deposit based on the value of the Equipment. We shall keep the deposit until the end of the hire period and we shall return the deposit to you if the Equipment is in the same condition as it was when hired to you (fair wear and tear excepted). You shall allow us to deduct from the deposit any money you owe to us (including without limitation unpaid Rental Charges, Hire Fee, interest and any contribution that you are required to pay for any loss or damage to the Equipment).

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