

ORDER FORM

PLEASE COPY & FAXBACK

OWNERS: Civil Engineering Dynamics Ltd

HIRER: _____ **ORDER NO:** _____

CONTACT: _____ **E-mail:** _____

TEL: _____ **FAX:** _____

DELIVERY ADDRESS: _____

DATE REQUIRED: _____ **PROVISIONAL DURATION (MIN 1 WK):** _____

EQUIPMENT SCHEDULE <small>(Continue on a separate sheet if necessary)</small>				
Qty	Product Code	Insurance Required†	Equipment Description	Hire Rate
1	212E	£4000	BRÜEL & KJÆR 2236E Sound Level Meter (EXAMPLE)	£145 p.w.

† using code and table to right

TOTAL WEEKLY RATE: _____

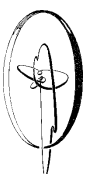
I/We the HIRER have arranged ALL RISKS insurance cover for the entire period.
 I/We the HIRER understand the hire period and charges commence from the time the equipment leaves the OWNER'S premises and ceases upon receipt of the equipment back, during normal working hours.
 I/We the HIRER acknowledge that I/We have verified and accept the TERMS & CONDITIONS OF HIRE and the entries in the EQUIPMENT SCHEDULE.

***SIGNED by/on behalf of the HIRER**

DATE

* Signature confirms that the HIRER has agreed to the TERMS & CONDITIONS on page 25.

† INSURANCE REQUIRED	
CODE	VALUE
A	£500
B	£1000
C	£2000
D	£3000
E	£4000
F	£5000
G	£6000
H	£7000
I	£8000
J	£9000
K	£10,000



1. GENERAL: The Owners will let on hire to the Hirer the equipment more particularly specified in the SCHEDULE hereto (hereinafter called "the equipment").
2. HIRE CHARGES: The charge for such hire shall be the weekly rates shown in the current hire brochure. PART OF A WEEK TO BE CHARGED AS IF IT WERE A FULL WEEK. A week is taken as seven consecutive days, including the day the hire commenced.
3. COMMENCEMENT and TERMINATION of HIRE. THE HIRE COMMENCES ON THE DAY THE EQUIPMENT IS DESPATCHED FROM THE OWNERS' PREMISES AND CONTINUES UNTIL THE EQUIPMENT IS RETURNED THERETO DURING NORMAL WORKING HOURS.
4. DELIVERY and COLLECTION CHARGES: In addition to the hire charge, separate charges will be made for the delivery of the said equipment. Delivery is normally by overnight carrier service. The Hirer will be responsible for arranging the return of the said equipment and for the cost of carriage. All cases to be marked FRAGILE.
All packing materials are chargeable at a minimum rate of £20 per package if not returned at the termination of the hire.
5. ACCEPTANCE CONDITIONS: Acceptance of delivery by the Hirer or his agent will be conclusive evidence that the said equipment has been examined and found to be complete in accordance with the equipment schedule, in good order and condition.
6. INDEMNITIES: The Hirer shall be solely responsible for and hold the Owners fully indemnified against any loss, damage or injury (including death) to persons or property in connection with any of the said equipment or as a result of the use thereof. The Owners shall not be liable for any loss which may arise out of or in connection with the failure of the said equipment for whatever reason.
7. HIRER'S OBLIGATIONS: The Hirer agrees with the Owners during the continuance of the contract of hire as follows:
 - a) To keep the said equipment in the Hirer's own possession. Not allow the said equipment to be transferred to any Country prohibited by the Department of Trade and Industry.
 - b) To permit the Owners or their authorised representatives at all reasonable times to enter upon the premises or vessel where the said equipment may from time to time be kept to inspect, repair and test the same.
 - c) To keep the said equipment in good condition and not subject the same to any misuse or unfair wear or tear.
 - d) TO ASSUME THE ENTIRE RISK OF LOSS OR DAMAGE TO THE SAID EQUIPMENT FROM ANY OCCURRENCE WHATSOEVER AND THE HIRER UNDERTAKES TO ARRANGE AT HIS OWN EXPENSE APPROPRIATE INSURANCE COVER OF THE SAME.
 - e) To notify the Owners in writing immediately of any loss or damage to the said equipment and, on demand reimburse the Owners in respect thereof within thirty days of the occurrence. The Owner shall continue to charge the Hirer the full cost of hire for the said equipment until such payment is received. The Hirer shall be liable under this section for the full cost of replacing the said equipment with an equivalent brand new item.
 - f) Not to sell, assign, let, hire, or transfer the benefit of hire contract in whole or in part or to part with possession of the said equipment or any part of it at any time during the hire.
 - g) Not to make any alterations, modifications or technical adjustments or do or attempt any repairs to the said equipment without the written consent of the Owners.
 - h) To be satisfied with the technical suitability of the said equipment before the hire commences.
 - i) To comply with manufacturers licensing requirements in respect of software.
8. OWNER'S OBLIGATION: The Owners will maintain the said equipment at no cost to the Hirer and will provide such service at the Owner's premises during normal business hours. The cost of any repairs necessary as a result of a breach of section 7 or 9 will be for the account of the Hirer. In the event of failure of any item of equipment whilst on hire, the Owners shall use their best endeavours to supply an identical or similar item of equipment when available. (This service only applies within the mainland of the United Kingdom).
9. CONDITIONS OF USE: The Hirer will in its use of the said equipment observe all the manufacturer's instructions and other regulations that may be issued for the proper use thereof and shall be entirely responsible for any damage caused to the said equipment through failure to observe such instructions or regulations or failure to use the same in a proper manner. The Hirer will also take reasonable and practical steps to ensure the use of the said equipment conforms with the terms and conditions laid down in the Health & Safety at Work, etc., Act.
10. DELIVERY DATES: Delivery dates are quoted without engagement although every endeavour will be made to adhere to them, in no circumstances shall the Owners be liable for delay in delivery arising from any cause whatsoever.
11. CANCELLATION: Cancellation or part cancellation of any order can only be accepted with the Owner's consent and on terms which indemnify them fully against loss.
12. PAYMENT TERMS: PAYMENT OF ALL HIRE CHARGES INCLUDING DELIVERY CHARGES IS STRICTLY NETT WITHIN 30 DAYS OF THE INVOICE DATE. Payments sent by post are at the risk of the Hirer. The Owners may charge and the Hirer shall pay interest at the rate of 3% per annum above the Finance House Base Rate for the time being on all the same which, from time to time, may be due from the Hirer to the Owner hereunder and for the time being unpaid, such interest being calculated from the date due until the payment is received.
13. OWNERSHIP: The equipment is and shall remain the sole property of the Owners. For the purpose of financing of the said equipment the property in the equipment may be vested in a third party. The consent of the Hirer will not be required for the assignment or transfer of this Agreement or the benefit thereof from or to the Owners to or from any bank, leasing company or finance house being the Owner of the equipment.
14. DEFAULT: IN CASE OF DEFAULT OF PAYMENT OR OTHER BREACH OF THESE CONDITIONS OF HIRE, THE OWNERS ARE ENTITLED TO ENTER THE HIRER'S PREMISES WHERE THE SAID EQUIPMENT IS HELD AND TO RECOVER THE EQUIPMENT WITHOUT PRIOR NOTICE BEING GIVEN.
15. VAT: All prices are quoted exclusive of VAT that will be charged at the rate prevailing at the relevant tax point date.
16. The Owner may provide advice to the Hirer on the use of equipment and whilst such advice is given in good faith, the Owner cannot accept liability or responsibility for the consequences of any decision on the basis of such advice. Whether or not such advice is given or received the Hirer remains solely responsible for ensuring that the equipment is suitable for the intended purpose and all hire charges will remain due in full in the event of a cancellation of the order by the Hirer.
17. Equipment specifications/descriptions in this catalogue have been extracted from equipment manufacturers or their agents data sheets/promotional material. Consequently the information will have been summarised by the Owner for the purpose of this hire catalogue. There may be errors/omissions in the equipment description/specification given in this catalogue, and it is the Hirers responsibility upon receipt of the equipment to rely entirely upon the accompanying manufacturers instructions/descriptions/specification for the application and implementation of the equipment for their purpose. The Owners will not levy any hire or carriage charges due to an error where the equipment specification given in the Owner's catalogue is significantly contrary to the manufacturers specification accompanying the equipment, provided that the Hirer terminates the hire within 24 hours of delivery. In no case will the Owner be liable for any other costs or damages resulting from the use of the equipment.
18. Hire charges may be subject to change and the Owner will, upon enquiry, advise the Hirer of the current hire rates applicable and if necessary update the hire rate on the order form submitted by the Hirer and notify any changes to the Hirer accordingly.

