

## **MG ALBA CONDITIONS OF HIRE**

Please read carefully.

You are liable for our equipment from the time it leaves our facility until the time it is returned to us and we sign for it.

### **RENTAL PERIOD**

The first rental day of the contract begins on the date listed on your rental invoice as "Pick Up". The last rental day is the day prior to the date on which the equipment is returned, if the equipment is returned before 10:00 AM.

Equipment returned after 10:00 AM is subject to an additional day's rental charge and a daily rate per day thereafter until the equipment is returned.

This period terminates not on the "Return" date indicated on your rental invoice, but rather on the date of the equipment's physical return to us, indicated by "Date In & Time In" on rental invoice.

### **THE EQUIPMENT**

The equipment on hire shall remain the absolute property of MG ALBA.

MG ALBA have tested the equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this rental invoice, and to the extent you have disclosed to us all of the intended uses of the equipment, it is fit for its intended purpose.

The equipment shall be utilized solely in connection with the project named overleaf.

The Hirer shall not amend or modify the equipment in any way.

It is the responsibility of the Hirer to satisfy himself that upon receipt of the equipment it is in good working order and undamaged condition and the signature on the rental invoice shall be conclusive evidence that the Hirer has received the equipment in good working order and undamaged condition.

MG ALBA will not be responsible for any defects or deficiencies in the equipment unless an appropriate specific note has been made on the rental invoice and such note has been signed by MG ALBA or its authorised representative.

MG ALBA does not warrant that the equipment is suitable for the purpose of the hire.

The Hirer shall not assign transfer or otherwise part with possession of the equipment or any part thereof during the period of hire without the prior written consent of MG ALBA.

The Hirer shall not take or permit to take the equipment out of the United Kingdom nor shall the hirer use or permit it to be used for any abnormal or hazardous assignments without the prior written consent of MG ALBA.

### **LOSS OF OR DAMAGE TO EQUIPMENT**

Throughout the period of hire the Hirer shall be responsible for the safe keeping of the equipment and shall be liable to MG ALBA for all loss of or damage to the equipment howsoever caused.

The Hirer is responsible for loss, damage or destruction of the equipment, including but not limited to losses while in transit, while loading and unloading and while at any and all locations

The Hirer shall notify MG ALBA immediately of any loss or damage to the equipment.

The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written authority of MG ALBA.

The Hirer shall pay to MG ALBA all costs incurred by it in carrying out repairs to damaged equipment.

The Hirer shall pay to MG ALBA the full cost of replacing any lost equipment or any equipment which in the reasonable opinion of MG ALBA is uneconomic to repair with new equipment of the same or similar specification to that equipment which has been lost or damaged.

The Hirer shall pay to MG ALBA compensation for the loss of use of the equipment lost or damaged at a rate equivalent to charges currently made by MG ALBA for the hire of such equipment.

If the equipment is shipped, no Hirer signature will be on the rental invoice. The Hirer enters into this contractual arrangement by virtue of the Hirer's verbal and/or written request for the shipment. The Hirer assumes possession of the equipment and all risk and expense for any shipment once the equipment has been consigned to a carrier, or carrier's agent. If not specified by the Hirer, MG ALBA will determine which carrier to use. MG ALBA is not liable in any way for the loss, damage, delay, or costs arising from the shipment.

### **INSURANCE**

The Hirer shall ensure that the equipment is adequately and comprehensively insured to cover for any damage or loss of all or part of the equipment during the period of use. Copies of all insurance documentation must be provided to MG ALBA upon request.

If at any time MG ALBA receives notification of the lapsing or variation of the Hirer's said insurance or fails to receive prompt and sufficient confirmation that such insurance remains in effect then MG ALBA has the right to withdraw the equipment from hire.

### **CANCELLATION**

In respect of any order cancelled by the Hirer within 24 hours of the date when the period of hire was to commence the Hirer shall be liable to pay to MG ALBA a cancellation charge not exceeding the total agreed hire charge for the cancelled hire.

**LIMITATION OF LIABILITY**

If MG ALBA for any reason is unable to provide any equipment which is the subject of an agreement between MG ALBA and the Hirer then MG ALBA shall not be liable for any loss or consequential loss suffered by the Hirer as a result thereof.

**PAYMENT**

Payment of any monies payable to MG ALBA in respect of any agreement between the Hirer and MG ALBA shall be made to MG ALBA no later than 28 days following the date on which MG ALBA shall deliver an invoice to the Hirer. Such invoice shall be deemed to have been delivered to the Hirer on the day after which it is posted by ordinary first class post to the address of the Hirer as notified to MG ALBA.

**INDEMNITY**

The Hirer shall at all times fully indemnify MG ALBA and its employees against all actions and costs.

**BRANDING**

MG ALBA have the right to place and maintain on the exterior or interior of each piece of property covered by this 'conditions of hire' a label identifying the equipment as belonging to MG ALBA. The Hirer must not remove, obscure, or deface the label or permit any other person to do so.