

TCM EQUIPMENT HIRE TERMS & CONDITIONS

1. Definition of Terms

- 1.1 'The Owner' is TCM, 14 Stafford Road, Lichfield, WS13 7BZ (partners Martin Parnham, Lindsey Parnham) and its successors.
- 1.2 'The Hirer' is the company, firm or persons specified below, including their successors or personal representatives.
- 1.3 'Equipment' includes all trailers, marquees, generators, accessories and other hire equipment that the Owner agreed to hire to the Hirer.

2. Extent of Contract and Title

- 2.1 No conditions or warranties other than specified herein shall be implied or deemed to be incorporated to form part of the contract.
- 2.2 The Owner will retain title and ownership to the Equipment.

3. Suitability and Delivery in Good Order

- 3.1 The Equipment shall be deemed to be in good order and in accordance with the Hirer's satisfaction unless notification is received by the Owner on the day of delivery.
- 3.2 No warranty is given that the Equipment is suitable for the purposes of the hirer.

4. Security

- 4.1 The Hirer shall be responsible for the ensuring the security of the Equipment at all times. Any costs arising from the Equipment not being secured are chargeable to the Hirer.

5. Connection to Mains Services

- 5.1 Connection and disconnection to mains services on site are the responsibility of the Hirer and must be performed by a competent operative.

6. Maintenance, Care and Alterations

- 6.1 The Hirer shall be responsible for maintaining the Equipment in the same condition and working order as on the date of delivery and for ensuring the Equipment is in good and clean condition on the completion of the hire period. Any loss, damage or additional cleaning costs are chargeable to the Hirer.
- 6.2 In the event of equipment damage or malfunction, the Owner must be informed immediately in order to arrange for a site visit. Any damage or malfunction caused by mis-use, neglect or vandalism by agents of the Hirer will be chargeable to the Hirer.
- 6.3 In the event of severe weather conditions, including wind, frost, snow, hail, heavy rain and storms, the Hirer will take action to minimise damage to the Equipment, including ensuring that canopies and wing panels are secured.
- 6.4 No equipment or accessories, including keys, may be removed from the hire equipment. Replacement of lost items will be chargeable to the Hirer.

7. Inspection

- 7.1 The Hirer shall at all times allow the Owner to have reasonable access to the Equipment to inspect, test, replace or repair.

8. Termination

- 8.1 The Owner will be entitled to terminate the agreement and remove the Equipment in the event of failure by the Hirer to comply with the terms and conditions of hire.
- 8.2 The Hirer will ensure that all Equipment and accessories are returned in a good and clean condition at the end of the hire period.



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9. Loss and Damage

- 9.1 The Owner accepts no liability or responsibility due to or arising from the Equipment becoming unusable through any cause whatsoever whilst in the custody of the Hirer, except through the Owner's negligence.
- 9.2 The Hirer will be charged for any damage caused to the Equipment whilst in the Hirer's possession.
- 9.3 If the Equipment is not returned or is significantly damaged, the Hirer will be charged for the replacement cost of the Equipment.

10. Insurance

- 10.1 The Hirer shall arrange adequate insurance cover for all equipment during the period of hire and shall fully and completely indemnify the Owner in respect of all claims for injury to persons or property caused by and in respect of all costs and charges in connection therewith whether arising under statute or common law except through the Owner's negligence.
- 10.2 The Hirer shall arrange adequate insurance cover for all trailers hired from the Owner on a self-drive basis whilst driven by or on behalf of the Hirer or the Hirer's agent.

11. Sub Let

- 11.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment and shall protect against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of government requisition.
- 11.2 The Hirer shall not assign his rights hereunder nor sub-let or lend the Equipment or any part thereof to a third party without the prior express consent of the Owner.

**All equipment hire provided by TCM is subject to the terms and conditions set out above.
Hirers who are unable to comply with the above terms and conditions must
inform TCM in writing prior to placing an order.**

