

## Caddock Brothers Survey Equipment Ltd Standard Conditions of Hire

These conditions of hire will apply to all contracts of hire for equipment that is owned by Caddock Brothers Surveying Equipment Limited (Caddbro) to any organisation or sole trader (the hirer).

1. These conditions are subject to English law and any variation may only be agreed in writing
2. The hirer will pay to Caddbro the course of the hire term rental at the rate agreed. Rental is payable for the whole hire period up until hire termination. Which will then be charged accordingly. Punctual payment will be a condition of hire.
3. Caddbro have a minimum hire rate of seven days (inclusive of Saturday and Sunday).
4. Bank holidays are removed from charge, but the hirer must ensure the safety and security of the equipment.
5. Caddbro makes no guarantee or warranty that the equipment is suitable for the hirer's purposes, whether made known to Caddbro or not.
6. The hirer shall insure the equipment against loss, theft and damage to the full replacement value.
7. In accepting delivery of the equipment, the hirer is expected to satisfy themselves before use and that it has been inspected, free from defects and is of satisfactory quality. Any defects with the equipment should be reported to Caddbro by hirer immediately.
8. Although every possible precaution has been taken to ensure that the equipment is in good working order, no responsibility can be accepted by the owners (Caddock Brothers Survey Equipment Ltd) for the consequences of any failure or inaccuracies of the equipment.
9. The hirer shall keep the equipment in good serviceable repair and condition. Any damage other than fair wear and tear during the hirer's possession will be charged accordingly to cover parts and labour.
10. If the Hirer shall make default in any payment or a receiving Order of Bankruptcy be made against them or if any execution or distress order be issued against the Hirer or such company be wound up compulsorily or go into liquidation or have a receiver appointed, the owners (Caddbro) shall forthwith have the right to take possession of the equipment and shall be entitled to recover from the Hirer all arrears of rental and expenditure and any damaged due in respect of any breach of the understanding.

11. Trips by the Caddbro Rep to site will be charged if no faults are found with the equipment. Instrument lent to Sub-Contractors that are subsequently damaged will be charged to the Hirer. Trips to site for service / adjustments to equipment that has been knocked or damaged by the Hirer will be charged at cost.
12. The equipment can only be fully checked after hire, back at our workshop.
13. The hirer must ensure the exact equipment delivered must be returned on hire termination. Failure to do so will incur replacement costs.
14. The hirer could incur additional costs if collection address is different from the delivery address.
15. The equipment shall remain personal property and continue in the ownership of Caddbro notwithstanding that it may have been affixed to any land or property. If it is so affixed Caddbro shall be entitled to enter onto the property on which the equipment is located without leave and to service the equipment therefrom and remove it and the Hirer shall be responsible for any damage thereby caused.