

Notice required from Customer to end the hire (where the hire is not for a fixed period): either:

- i) one full Hire Period; or
- ii) other specified notice period (e.g. X days, weeks, months):

[NOTICE IF APPLICABLE]

Payment of rentals (for non-account Customers):

- a) First rental payable on or before Date of Commencement of Hire (either the full amount where the rental is for a fixed period or the rental for the first Hire Period where the rental period is open-ended):
- b) If not fixed period of hire – subsequent rentals payable on or before start of each new Hire Period.

Payment of rentals (for account Customers): 30 days from invoice date.

Deposit (where applicable): [CHARGE IF APPLICABLE]

Delivery Charge (if applicable): [CHARGE IF APPLICABLE] +vat

Collection Charge (if applicable): [CHARGE IF APPLICABLE] +vat

[Insurance Charge (where Customer elects for Antifriction to insure against loss of or damage to the Equipment): [CHARGE IF APPLICABLE] +vat

By signing this Equipment Hire Order Form the Customer named below is agreeing to hire the equipment detailed below from Antifriction Components Limited for the period(s) and at the rental(s) shown below and subject to the Antifriction Components Limited Terms and Conditions of Hire which are attached to (and are incorporated into and form part of) this Order Form.

Signatures

By signing this contract both parties agree to the details describes within

SIGNED by or for and on behalf of the Customer:

SIGNED for and on behalf of AFC Limited:

<p>Date :</p> <p>Name:</p> <p>Position</p> <p>Signature :</p>	<p>Date :</p> <p>Name:</p> <p>Position:</p> <p>Signature :</p>
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Date of Agreement: [DATE]

Agreement Ref No: [REF NUMBER]

EQUIPMENT HIRE AGREEMENT

Antifriction Components Limited Terms and Conditions of Hire

By signing the Equipment Hire Order Form, you, the Customer, hereby agree to Antifriction Components Limited's Terms and Conditions of Hire as set out below.

1 Definitions

- 1.1 "AFC" means Antifriction Components Limited (CRN: 01275175);
- 1.2 "Customer" means the person, firm or company named as the Customer in the Order Form;
- 1.3 "Deposit" means the amount stated as the deposit in the Order Form;
- 1.4 "Order Form" means the AFC Equipment Hire Order Form signed by or on behalf of the Customer relating to the hire of equipment from AFC;
- 1.5 "Equipment" means the equipment detailed in the Order Form and includes any substitutions, replacements or renewals of any such equipment;
- 1.6 "Date of Commencement of Hire" means the date for the commencement of the hire set out in the Order Form;
- 1.7 "Rental(s)" means the rental payments detailed in the Order Form;
- 1.8 "Hire Period" means the Hire Period detailed in the Order Form and this shall include any further period during which the Equipment is (or is deemed to be) in the custody, possession or control of the Customer and until the Equipment is delivered into the possession, custody and control of AFC;
- 1.9 "Delivery, Collection and/or Insurance Charge(s)" shall be those charges specified as such in the Order Form;
- 1.10 "Site(s)" means the site(s) or location(s) where the Equipment is to be used and held by the Customer as detailed in the Order Form;
- 1.11 "Working Day" means a weekday, excluding public holidays and such other days when AFC is closed for business.

2 Hire Period

- 2.1 AFC agrees to hire the Equipment to the Customer for use at the Site(s) (and the Customer agrees to take the Equipment on hire) for the Hire Period and at the Rental(s) subject to the terms of the Order Form and upon these Terms and Conditions of Hire.
- 2.2 The hiring of the Equipment will commence on the Date of Commencement of Hire and (save where terminated earlier in accordance with these Terms and Conditions) shall



continue until the expiry of the fixed period of hire (as stated in the Order Form) or (where the hire is not for a fixed period) until either party gives to the other written notice to end the Hire Period, which notice, if given by the Customer, has to be of at least the period of notice stated in the Order Form.

- 2.3 All costs of collection and delivery of the Equipment from, and its return to, AFC (and costs relating to the installation and configuration of the Equipment prior to use) are at the Customer's expense save where AFC agrees to deliver to and/or collect the Equipment from the Site in which event the Customer shall pay the Delivery and/or Collection Charges detailed in the Order Form (as the case may be).
- 2.4 Where (subject to payment of the Delivery Charge) AFC agrees to deliver the Equipment to the Site, the Customer shall procure that a duly authorised representative of the Customer shall be present to take delivery of the Equipment. Acceptance of the delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition (save as regards any defects not reasonably apparent on inspection). If required by AFC, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 2.5 Where the Customer collects the Equipment from AFC's premises, the Customer shall procure that a duly authorised representative of the Customer shall inspect the Equipment at the point of collection and the collection of the Equipment by the Customer shall constitute conclusive evidence that the Customer has examined the Equipment before collection of the same and has found it to be in good condition, complete and fit for the purpose for which it is intended (save as regards any defects not reasonably apparent on inspection). If required by AFC, the Customer's duly authorised representative shall sign a receipt confirming the same.
- 2.6 Where AFC has agreed (subject to payment of the Delivery Charge) to deliver the Equipment at the Site, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable such delivery to be carried out safely and expeditiously (including any facilities and access as may be reasonably required by AFC to effect the same).
- 2.7 Risk of loss of or damage to the Equipment shall pass to the Customer on the earlier of collection from AFC or (where AFC agrees to deliver the Equipment at the Site) on delivery.
- 2.8 AFC will use all reasonable endeavours to have the Equipment available for delivery or collection on the Date of Commencement of Hire provided that AFC shall not incur any liability whatsoever in the event of any delay.

3. Rentals

- 3.1 Save where otherwise agreed with AFC, the Customer will pay each of the Rentals to AFC in advance, the first such payment to be made on or before the Date of Commencement of Hire and subsequent payments to be made (where there is no fixed period of hire) in cleared funds on or before the beginning of each consecutive Hire Period as specified in the Order Form without prior demand by AFC. Time shall be of the essence in respect of the payment of all sums due from the Customer under this Agreement and the Customer



shall be deemed to have terminated this Hire Agreement if any Rental or other payment payable hereunder shall remain unpaid for more than seven days after becoming due. Where AFC invoices the Customer for any Rental(s) such invoices shall be paid no later than 30 days after the date of invoice.

3.2 All sums payable by the Customer under this Hire Agreement are exclusive of any applicable VAT which the Customer shall pay in addition to the stated sum at the rate in force at the relevant time.

3.3 The Customer will pay AFC interest at the rate of 5% per annum above the Bank of England base rate as published from time to time on all sums due for payment by the Customer hereunder and which remain unpaid at the due date therefor, such interest being calculated from the due date for payment until actual payment such interest to be compounded on a monthly basis (after as well as before any judgement).

3.4 All amounts due under this Hire Agreement shall be paid by the Customer in full without any set off, counterclaim, deduction or withholding (save where required by law).

4. Use of Equipment

4.1 The Customer shall use the Equipment only for the purposes for which it is designed.

4.2 The Customer agrees that it will not:

4.2.1 without the prior consent of AFC make or remove any modifications or alterations to the Equipment (and any such modifications or alterations which may be made, whether with or without AFC's consent, shall become part of the Equipment and shall belong to AFC);

4.2.2 remove, cover or deface any identification marks or plates affixed to the Equipment nor attempt or purport to do so nor permit the same nor add any non-removable lettering or logo to the Equipment.

5. AFC's Obligations

AFC shall during the continuance of this Hire Agreement:

5.1 deliver the Equipment to the Site (subject to the Customer paying the Delivery Charge) save where the Customer elects to collect the Equipment itself from AFC);

5.2 use its reasonable endeavours to give the Customer access to technical support relating to the operation of the Equipment during working hours on each Working Day; and

5.3 use its reasonable endeavours to replace any Equipment which is faulty (except to the extent that the fault is a consequence of the Customer's breach of this Agreement) as soon as reasonably practicable (subject to availability) and so that any such replacement equipment shall for all purposes in relation to this Agreement be treated as the Equipment.



6. Duties of the Customer

The Customer shall during the continuance of this Hire Agreement:

- 6.1 (where relevant) install and thereafter subsequently use, keep and maintain the Equipment with reasonable skill and care and in any event in accordance with AFC's and/or any manufacturer's instructions and keep the Equipment (when not in use) safe and secure;
- 6.2 take such steps (including compliance with all safety and usage instructions provided by AFC) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being installed, used, cleaned or maintained;
- 6.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Date of Commencement of Hire (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- 6.4 replace at the Customer's own cost any consumable items for use with the Equipment in accordance with AFC's and/or the manufacturer's recommendations (and at such intervals as AFC may specify from time to time);
- 6.5 ensure that the Equipment is installed (where relevant) and operated properly and safely at all times by staff who have appropriate training and skills and in accordance with any installation and/or operating instructions;
- 6.6 not take, move or allow the Equipment to be taken or moved from any Site(s) without AFC's prior written consent and at all times promptly inform AFC of the location of the Equipment when requested to do so;
- 6.7 meet the cost of the replacement, repair or rectification of the Equipment and/or any damage caused thereto or loss thereof whilst it is on hire to the Customer (howsoever caused) fair wear and tear only excepted;
- 6.8 not without the prior written consent of AFC, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify AFC against all losses, costs or expenses incurred as a result of such affixation or removal;
- 6.9 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of AFC in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that AFC may at any time enter such land or building and recover the Equipment, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of AFC of any rights such person may have or acquire in the Equipment and a right for AFC to enter onto such land or building to remove the Equipment;



- 6.10 not sell, assign, mortgage, let on hire or otherwise dispose of, encumber or part with possession of the Equipment or any part thereof or charge the benefit of this Agreement nor attempt or purport to do so;
- 6.11 deliver up the Equipment to AFC at the end of the Hire Period at such address as AFC requires, or if necessary allow AFC or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- 6.12 take all necessary steps at its own expense to retain and recover possession and control of the Equipment where the Customer loses possession or control thereof and to return the same to the Site or AFC;
- 6.13 allow AFC's representatives at all reasonable times to enter upon the Site or any other premises where any Equipment may from time to time be located to inspect and test the condition of the Equipment and where such a visit is made at the request of the Customer or as a consequence of a breach by the Customer of the terms of this Agreement, to pay a fee to AFC for such attendance at AFC's then current standard charges.

7 Insurance

- 7.1 Save where the Customer has elected for AFC to insure the Equipment and has paid the Insurance Charge, the Customer will throughout the continuance of the Hire Period (and thereafter until the Equipment is returned to AFC and without prejudice to the Customer's obligations to keep the Equipment safe and secure), comprehensively insure the Equipment with a reputable insurance company against loss or damage from all risks (including third party risks) and to its full replacement value. The Customer shall notify its insurers that the Equipment is on hire from AFC and request the insurers to endorse a note of AFC's interest on the policy and name AFC as the loss payee therein. The Customer shall on request provide details of the policy to AFC and evidence that it is in force. The Customer shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated.
- 7.2 If the Customer defaults in the payment of any premium in respect of the insurance required under condition 7.1 AFC may pay the same in which event the Customer shall repay the amount thereof to AFC forthwith on demand. The Customer shall indemnify AFC against all loss of or damage to the Equipment which is not recoverable under the policy of insurance.
- 7.3 Where any event occurs which is a risk covered by the insurance of the Equipment, the Customer shall immediately notify AFC and shall not compromise any insurance claim without AFC's consent. The Customer shall allow AFC to take over the conduct of negotiations (except in relation to claims of the Customer for personal injury, loss of use of the Equipment, or loss or damage to the property of the Customer unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with AFC) as AFC shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for AFC and paying or applying the same as AFC directs.

7.4 If any Equipment is declared a total loss by the insurers, the hire thereof shall terminate and in such event AFC shall apply any proceeds of insurance received by it at its option:

7.4.1 towards a replacement of the Equipment, which replacement shall be deemed to be the Equipment hired under this Agreement and the Customer shall continue to be liable to pay the Rental(s) therefor as if such loss had not taken place; or

7.4.2 in or towards payment to AFC of the sum necessary to compensate AFC for the loss of the Equipment (including any loss of profit suffered as a result of such loss).

7.5 Where the Equipment is damaged whilst on hire to the Customer, AFC shall have the right to repair the same save that if it chooses not to do so, the Customer shall be liable to reinstate or repair the Equipment as AFC shall reasonably require at the Customer's own expense (subject to any insurance proceeds) and shall continue to pay the Rental(s) in respect of such Equipment during any period whilst the Equipment is undergoing such reinstatement or repair. Where AFC undertakes the repair the Customer shall pay AFC's costs of so doing forthwith on request.

7.6 The Customer will be liable to pay to AFC any amount deducted by any insurers by way of policy excess and (subject to the application of insurance proceeds under this condition 7 above) shall indemnify AFC against all and any loss suffered by it in consequence of the loss or destruction of the Equipment.

8. General Liability

8.1 The Customer shall be solely responsible for and hold AFC fully indemnified on demand against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by AFC as a result of any use made of and/or any accident involving the Equipment (other than death or personal injury resulting from the negligence of AFC or its employees).

8.2 AFC does not hire the Equipment subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose, age or suitability of the Equipment for whatever use the Customer intends for it and any conditions and warranties are hereby expressly excluded insofar as allowed by law and (save for AFC's liability for death or personal injury caused by its negligence) AFC will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment or its use.

8.3 The Customer shall be solely responsible for and hold AFC fully indemnified on demand against all claims, demands liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by AFC as a result of any breach or default on the part of the Customer in the discharge of its obligations under this Hire Agreement.

8.4 Nothing in this Hire Agreement limits any liability which cannot legally be limited including liability for:

8.4.1 death or personal injury caused by negligence;



- 8.4.2 fraud or fraudulent misrepresentation;
- 8.4.3 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 8.5 Subject to clause 8.4, AFC's total liability to the Customer shall not exceed (where the Hire Period is for a fixed period) the Rental for the Equipment payable hereunder or (where the Hire Period is not for a fixed term) the sum which is equivalent to the Rental for one Hire Period as stated on the Order Form.
- 8.6 Subject to clause 8.4, AFC shall not be liable under this agreement for any:
 - 8.6.1 loss of profits;
 - 8.6.2 loss of sales or business;
 - 8.6.3 loss of agreements or contracts;
 - 8.6.4 loss of anticipated savings;
 - 8.6.5 loss of use or corruption of software, data or information;
 - 8.6.6 loss of or damage to goodwill; and
 - 8.6.7 indirect or consequential loss.
- 8.7 Subject to clause 8.4, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Hire Agreement.

9. Ownership

The Equipment shall at all times remain AFC's property and the Customer shall have no rights to the Equipment other than as the hirer thereof on these Terms and Conditions. The Customer shall not do or permit or cause to be done any matter or thing whereby the rights of AFC in respect of the Equipment are or may be prejudicially affected.

10. Termination

- 10.1 If the Customer shall fail to pay any Rental or other sum payable under this Hire Agreement within fourteen days of its becoming due (whether demanded or not) or shall commit a breach of any other of these Terms and Conditions or shall do or allow to be done any act or thing which in the opinion of AFC may prejudice AFC's rights in the Equipment or any part thereof, then AFC may at any time thereafter by notice in writing to the Customer forthwith terminate the leasing constituted by this Hire Agreement.
- 10.2 If any of the following events shall occur:
 - 10.2.1 if any distress, execution, or other legal process shall be levied on or against the Equipment or any part thereof or against any premises where the same may be or against any of the Customer's goods or other property or the Customer shall permit any judgement against it to remain unsatisfied for seven days; or
 - 10.2.2 if the Customer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the



presentation of a petition for a bankruptcy order; or

10.2.3 if the Customer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986, or shall be deemed by virtue of s.123 of the Insolvency Act 1986 to be unable to pay its debts,

then in each and every such case the hire constituted by this Hire Agreement shall automatically terminate without any need for notice. No payment subsequently accepted by AFC without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

10.3 If AFC shall at any time commit a material breach of any of these Terms and Conditions then (provided the Customer is not itself also in breach) the Customer may return the Equipment and (without prejudice to its right to claim damages for that breach) by notice in writing to AFC forthwith terminate the hire constituted by this Hire Agreement.

10.4 The Customer shall upon any termination under Clauses 10.1 or 10.2 above pay to AFC:

10.4.1 all arrears of Rental then due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable under Clause 3.3 above; and

10.4.2 the cost of all repairs required as at date of termination (including those for which AFC has assumed responsibility under condition 7.5 above);

10.4.3 any other sums which are or become due to AFC hereunder or to which AFC is entitled by way of damages.

10.5 The termination of the hire constituted by this Hire Agreement shall not affect any rights of AFC or liabilities of the Customer subsisting at the date of termination.

10.6 On termination of the hire and this Agreement (howsoever occasioned), the Customer shall no longer be in possession of the Equipment with AFC's consent and shall (unless otherwise agreed with AFC) forthwith return the Equipment (including all ancillary items which were supplied with the Equipment) to AFC (at the Customer's own expense and risk) at such address as AFC may direct in the condition required by this Agreement and in any event clean, in good working condition and in a good state of repair and condition. Without prejudice to the foregoing or to AFC's claim for any arrears of Rental or damages for any breach by the Customer of this Hire Agreement or any other rights hereunder, AFC or its authorised representatives may at any time after such termination without notice retake possession of the Equipment and for such purpose enter upon any premises belonging to or in the occupation or control of the Customer and the Customer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the Equipment as aforesaid. The Customer shall also bear the reasonable costs incurred by AFC at any time in ascertaining the whereabouts of the Equipment and/or the Customer.



11 Continuation of Rental payments

11.1 Without prejudice to the provisions of Clause 10.6 above, as from the termination of this Hire Agreement and until such time as the Equipment shall have been returned to or recovered by AFC in the state and condition required under these Terms and Conditions (being the 'Post Termination Period') the Customer will pay for the continued use of the Equipment at the same rate of Rental for each Hire Period (or any part thereof) falling within such Post Termination Period as the Rental payments previously due in respect of the Equipment.

11.2 This clause shall not confer upon the Customer any right to the continued use or possession of the Equipment after the hiring under this Agreement has ended.

12 Assignment and other dealings

This Agreement is personal to the Customer and the Customer shall not assign, transfer, sub-contract or deal in any other manner with any of its rights and obligations contained in this Agreement.

13. AFC's intervention

If the Customer fails to comply with or commits a breach of any provision of this Hire Agreement AFC may without being obliged to do so or responsible for so doing and without prejudice to the ability of AFC to treat that non-compliance as an event entitling it to terminate this Hire Agreement under Clause 10 above effect compliance on behalf of the Customer whereupon the Customer will become liable to pay immediately any sums expended by AFC together with all costs and expenses including legal costs in connection therewith.

14. Consumables

Where the Equipment is supplied by AFC with consumables for use therewith, the Customer shall return the Equipment at the end of the Hire Period with not less than the same amount of consumables as were originally supplied by AFC and, in the event that there is any shortfall in the same, the Customer shall be responsible for paying the cost of any such shortfall to AFC on demand.

15. Force Majeure

Whilst AFC will use all reasonable endeavours to discharge its obligations under this Hire Agreement in accordance with its term, it does not accept responsibility for any failure or delay caused by circumstances beyond its reasonable control.

16. Forbearance

No forbearance indulgence or relaxation on the part of AFC shown or granted to the Customer in respect of any of the terms of this Hire Agreement shall in any way affect diminish restrict or prejudice the rights or powers of AFC hereunder or operate as or be



deemed to be waiver or any breach by the Customer of the terms and conditions of this Hire Agreement.

17. Concurrent remedies

No right or remedy herein conferred upon or reserved to AFC is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

18 Notices

Any notice hereunder shall be in writing and may be served by sending it by email or pre-paid first-class letter post or delivery if (in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective in the case of posting at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery. Email shall be deemed only to have been received when an acknowledgement of receipt has been received from the recipient.

19. Deposit

The Deposit is a deposit against default by the Customer of payment of any Rentals or any loss of or damage caused to the Equipment. Where required by AFC the Customer shall, on the date of this Agreement, pay a deposit of the amount stated in the Order Form to AFC. If the Customer fails to pay any Rental in accordance with these Terms and Conditions, or if any loss or damage to the Equipment (in whole or in part) is caused during the Hire Period, AFC shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to AFC any sums deducted from the Deposit within ten Working Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within five Working Days of the end of the Hire Period.

20. Construction

Where there are two or more parties to this Hire Agreement as the Customer their liability hereunder shall be joint and several. In this Hire Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural. The headings of this Agreement are included for convenience only and are not to be taken into account when interpreting it.

21. Governing law and Jurisdiction

This Hire Agreement shall be governed by and construed in accordance with the Law of England and the parties hereby commit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute or claim arising in respect of this Agreement and/or the hire of the Equipment.