

## **AGREEMENT FOR THE SHORT-TERM RENTAL OF EQUIPMENT.**

### **For use without Terms & Conditions.**

BARWELL GLOBAL LIMITED (hereinafter called "the Company") agrees to allow the person, firm, or company noted in the Schedule hereto (hereinafter called "the Customer") the short term use of the machinery or other goods (hereinafter called "the Equipment") listed in the Schedule hereto subject to the following terms and conditions:-

- 1) This agreement will at no time be construed as an offer by the Company to sell the Equipment to the Customer and is not an offer for sale under "sale or return" conditions as defined by the Sale of Goods Act 1979 Section 18 Rule 4 or otherwise. Title in the Equipment shall remain vested in the Company at all times.

However should before the expiry of the term a separate contract of sale be entered into between the Company and the Customer under the Company's standard terms and conditions of sale of which the Equipment is the subject such that title in the Equipment shall pass to the Customer upon payment of all of the consideration specified in such contract, then amounts received by way of rental by the Company under this agreement excluding freight and commissioning shall be allowable against such consideration.

- 2) In consideration of the Company allowing the Customer use of the Equipment for the period of rental (hereinafter called "the term") specified in the Schedule the Customer agrees to:-
  - a) Pay to the Company in advance the amount specified in the Schedule as the initial rental. Such sum to include costs of outward freight, commissioning and consumables, as agreed.
  - b) Pay to the Company in advance an amount equal to ten percent of the full replacement value or five thousand pounds whichever is the larger amount or as otherwise indicated on page 3 of this agreement by way of a deposit against damage beyond fair wear and tear and/or other breaches of this agreement as provided for herein.
  - c) No later than two working days before the end of the term pay to the Company any amount due in respect of any agreed extension to the term under (3) below such amount to be calculated at the weekly rate specified in the Schedule.
  - d) At their own expense, or on payment to the Company of the sum agreed in the Schedule, at the end of the term (as extended where applicable) deliver the Equipment CIF to the Company's address at Papworth as soon as possible but in any event no later than seven days following expiry of the agreed term.
  - e) In circumstances where, at the end of the term, amounts payable by the customer to the Company exceed amounts held by the Company which, under the terms of this agreement, are refundable to the Customer, then the Customer shall pay to the Company the net amount due within 7 days of presentation of demand by the Company. This condition shall apply for all liabilities of the Customer to the Company including any excess of damages over and above deposits paid.
  - f) Pay to the Company the weekly rental due, as defined in the Schedule.

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- g) Pay to the Company the cost to the Company of any damages to the Equipment or deterioration of the Equipment beyond normal wear and tear, during the term, caused by the Customer due to accident, negligence or misuse etc.
  - h) All sums due to the Company are payable within 7 days of presentation of invoice.
- 3) This agreement is for the duration of the term only and any extension to it shall be made only by the Company in writing. The provision in the Schedule for the amount to be paid should an extension be granted shall not be taken as an automatic right of the Customer to be granted such an extension. Any delay beyond that allowed for in 2(d) above in the delivery of the Equipment to the Company at the expiry of the term (as extended if applicable) shall be a further extension of the term and the rate specified in the Schedule shall become payable to the Company by the Customer upon demand.
- 4) Risk in the Equipment shall pass to the Customer either upon collection from the Company's premises if this is arranged by the Customer, or upon delivery to the Customer's premises, as defined in the Schedule, if arranged by the Company. This risk shall cease to be the Customer's responsibility, when the Equipment is passed or delivered back into the care/control of the Company. The Customer shall, with a reputable insurance company, insure the Equipment for All Risks at full replacement value as defined in the Schedule with the Company and the Customer as joint beneficiaries. The Customer shall be responsible for damage of the Equipment beyond normal wear and tear and shall reimburse the Company for such costs in accordance with paragraph 5 below and under paragraph 2(e). Evidence of the Customer's current All Risks insurance cover is to be provided to the Company prior to delivery of the Equipment to the Customer's premises (failure to do so however does not diminish the Customer's obligations hereunder). The sum insured should be no less £500,000 and in any case should represent at least 5 times the Equipment value.
- In the unfortunate event where repair or rework of the Equipment is deemed necessary by the Company, after notification to the Customer, the Company may immediately commence strip down of the Equipment (if necessary) in order to assess the full extent of damage. The Company undertakes that in this event a full schedule of the repair/rework costs involved will be submitted to the Customer. However, the Company's decision with regard to the assessment of damage will be final and it shall have the right to commence with any remedial work necessary within 3 days of submission of its quotation/invoice, whether or not the Customer (or its insurer) has accepted the quote/invoice.
- 5) The Customer shall pay to the Company a deposit as defined in (2b) above, such amount to be returned following return to the Company of the Equipment and inspection thereof subject only to deduction in respect of any damage beyond normal wear and tear caused to the Equipment during the Customer's period of Risk or in respect of amounts due to the Company and unpaid by the Customer under any part of this agreement.
- 6) The Equipment shall comprise only the package quoted in the Schedule. The Company does not undertake to provide any additional tools, dies, drawings or specifications etc. The supply of any such additional materials or information shall be at the discretion of the Company and may be at extra cost subject to quotation.
- 7) In cases of dispute the standard terms and conditions of sale of the Company shall apply subject only to amendments in accordance with this agreement.

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## The Schedule.

### The Customer:

Name:  
Address:

Contact:

Tel:

Fax:

### The Equipment:

### Value:

For the purposes of this agreement, the replacement value of the above Equipment is: **GBP0.00**

### The Term:

From: **00/00/00** To: **00/00/00** Number of days: **00**

### Charges:

Rental Cost: **GBP0.00 Per Day.**  
Outward Freight: **GBP0.00**  
Commissioning: **GBP0.00**  
Consumables: **GBP0.00**  
Return Freight: **GBP0.00**  
Extended Rental: **GBP0.00 Per Day.**  
Deposit Due: **GBP0.00**

### Signed in agreement of all the above :

For the Company:

\_\_\_\_\_  
Director

For the Customer \*

\_\_\_\_\_  
\* Partner / Director  
(\* Delete as applicable)

\_\_\_\_\_  
\* Partner / Director  
(\* Delete as applicable)

### **\*\*Customer Insurance.**

As per Para.4 the Customer is to attach to this signed agreement, a copy of its current All Risk Insurance Policy.