

CONDITIONS OF HIRE

All equipment supplied on hire remains the property of Noble Coolrooms, hereinafter referred to as the owner. Equipment includes all goods supplied by the Owner to the Hirer for a fee.

Hiring charges, at the rates specified, shall commence from the commencement of period of hire and shall continue until the period of hire ceases.

The hirer shall be responsible for freight and other charges whether incurred by owner or hirer in respect of delivery, installation and return of Equipment.

Hirer shall be responsible for keeping the Equipment clean and generally maintaining the Equipment in good condition.

All Equipment, as soon as it leaves Owner's possession or once it is loaded onto hirer's vehicle, whichever is the earlier, remains the Hirer's risk until actually returned to Owner's possession, whether or not that Equipment is to be returned by the Hirer.

The owner takes no responsibility for any theft or damage of any contents held within the equipment and it is the hirer's responsibility to insure against any theft or damage to any contents regardless of the cause of such damage.

The hirer is responsible for any loss or damage to the equipment which may be lost, stolen, destroyed or expenses of the Hirer or any other person in relation to or arising out of the use or possession of the Equipment by the Hirer or any person under his control during the period. It is the hirer's responsibility to ensure

Loss of or Damage to Equipment

If the Equipment is lost, breaks down or becomes unsafe to use, the Hirer shall:

- a) Immediately stop using the equipment;
- b) Take all steps to prevent the Equipment from sustaining any further damage;
- c) Take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment, and
- d) Not repair or attempt to repair the equipment without the Owner's prior written consent

It is Hirer's responsibility to notify the Owner when the Equipment is available for return.

The owner may terminate the agreement of the rental and repossess the Equipment;

- a) If the Hirer shall fail to pay any hiring charges within the due date
- b) If the Hirer does or permits any act or thing to be done to the Equipment by the way of which the Owner's right to the equipment may be prejudiced.
- c) If the Hirer should become or is made insolvent or bankrupt.

For the purpose of repossessing the Equipment the Owner may enter into or upon any premises where the Equipment may be, to recover from the Hirer in respect of any damages or expenses arising out of any action taken under this clause.

The Hirer shall pay the owner hiring charges at the specified rate for the period of the hire up to the time of repossession.

The Hirer shall not see, transfer, assign, part with possession, mortgage, charge or encumber any right or obligation under those conditions of hire without the prior consent of the Owner.