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EQUIPMENT

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THIS AGREEMENT is dated << >>

BETWEEN:

- (1) << Name of Owner >> Limited in << Country of Registration >> under number << Owner's Company Number >> whose registered office is at << Owner's Registered office >> (hereinafter referred to as the "Owner") and
- (2) << Name of Company >> Limited in << Country of Registration >> under number << Company Number >> whose registered office is at << Company's Registered office >> (hereinafter referred to as the "Company").

WHEREAS

- (1) The Owner hereby wishes to lease to the Company and the Company hereby wishes to accept the lease of the Equipment
- (2) In consideration of the mutual obligations and covenants contained in this agreement, and for other good and valuable consideration, the receipt of which is duly acknowledged, the Parties have entered into an Agreement upon the following terms:

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Agreement the following terms shall have the following meanings unless otherwise requires, the following

"Breakdown"

"Business Day"

"Consumable"

"Premises"

"Equipment"

"Hire Fee(s)"

"Hire Period"

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- 1.2 Unless the context otherwise requires, a reference in this Agreement to:-
- 1.2.1 "writing", and any reference to a document, includes a reference to any transmission or similar means;
 - 1.2.2 a statute or a regulation, includes a reference to that statute or regulation as in force at the relevant time;
 - 1.2.3 "this Agreement" and "the Schedules", includes this Agreement and each of the Schedules in force at the relevant time;
 - 1.2.4 a Schedule is a Schedule to this Agreement; and
 - 1.2.5 a clause or paragraph is a Clause or Paragraph of this Agreement (other than the relevant Schedule).

- 1.3 In this Agreement:-
- 1.3.1 any reference to a person includes a reference to their respective personal representatives and successors in title and permitted assignees;
 - 1.3.2 any reference to a company includes any body corporate, unincorporated association, partnership or other legal entity;
 - 1.3.3 words importing the singular include the plural and vice versa; and
 - 1.3.4 words importing the masculine gender include any other gender.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. **Term**

- 2.1 The Equipment shall be hired from the date >> until << insert date >> (the "Hire Period").
- 2.2 The Hire Period may be extended by the written consent of both parties [up to a maximum of << e.g. 3 months >>]. Any extension beyond the original Hire Period shall be referred to as an "Extended Hire Period".
- 2.3 Where this Agreement is subject to Clause 11 below, the Hire Period shall not be deemed to have expired until the Equipment has been returned to the Owner.

3. **Delivery and Collection of the Equipment**

- 3.1 [The Company shall collect the Equipment on the first day of the Hire Period, between the hours of << insert normal business hours >>] OR
- [The Owner shall deliver the Equipment to the Company's Premises on the first day of the Hire Period, between the hours of << insert normal business hours >>] OR
- [The Company shall collect the Equipment from the Owner's Premises on the first day of the Hire Period, between the hours of << insert normal business hours >>]

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access and space is available to the Owner to deliver and unload the Equipment.

Company's Premises to allow the Owner to

- 3.2 [The Company shall ensure the immediate return of the Equipment to the Owner's Premises at the expiry of the Hire Period.]

immediate return of the Equipment to the expiry of the Hire Period.]

OR

[The Owner shall collect the Equipment from the Company's Premises on the last day of the Hire Period. If the Hire Period is terminated early in accordance with Clause 11 below, the responsibility of the Company is to ensure that the Equipment is collected.]

the Company's Premises on the last day of the Hire Period. If the Hire Period is terminated early in accordance with Clause 11 below, the responsibility of the Company is to ensure that the Equipment is collected.]

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4. **Fees and Payment**

- 4.1 [The Company shall pay the Hire Fee of £<< insert amount >>] OR [the Hire Fees specified in the Schedule of Fees (the "Fee").]

the Fee of £<< insert amount >>] OR the Hire Fees specified in the Schedule of Fees (the "Fee").]

OR

[The Company shall pay the Hire Fee of £<< insert amount >>] OR [the Hire Fees specified in the Schedule of Fees (the "Fee").]

the Fee of £<< insert amount >>] OR the Hire Fees specified in the Schedule of Fees (the "Fee").]

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- 4.2 [The instalments are to be received by the Owner on the day of each calendar << week/month >> in cleared funds.]

demand or invoice and so as to be received by the Owner on the day of each calendar << week/month >> in cleared funds.]

- 4.3 In the event that the Equipment is not returned to the Owner in accordance with this Agreement, the Company shall pay to the Owner such amount as shall be determined by the arbitrator on a daily basis inclusive of any part day on which the Equipment is not returned to the Owner in accordance with this Agreement, such amount to be the "Extended Fee").

hereof is not returned to the Owner in accordance with this Agreement, the Company shall pay to the Owner such amount as shall be determined by the arbitrator on a daily basis inclusive of any part day on which the Equipment is not returned to the Owner in accordance with this Agreement, such amount to be the "Extended Fee").

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5. **Title and Risk**

- 5.1 Title and all rights to the Equipment shall at all times be vested in the Owner and the Company acknowledges that it has no right, title, or property in the Equipment.

all times be vested in the Owner and the Company acknowledges that it has no right, title, or property in the Equipment.

- 5.2 Risk in the Equipment shall remain with the Owner until the Equipment is back in the possession or control of the Owner at the expiry of the agreed Hire Period.

company upon it leaving the physical possession or control, notwithstanding the fact that the Equipment is not revert back to the Owner until the expiry of the agreed Hire Period.

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6. **Insurance**

The Company shall be responsible for obtaining and maintaining insurance cover, on a full replacement basis, in respect of the Equipment.

insurance cover, on a full replacement basis, in respect of the Equipment.

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economic repair. The proceeds of such insurance shall be held by the Company on trust for the

of such insurance shall be held by

7. **Training**

7.1 The Owner agrees to provide the Equipment to the Company delivered [on the first day of the Hire Period on <<

instruction in the correct operation of the Equipment [at Schedule 3], such training to be provided [prior to the commencement of the Hire Period] (the "Training").

7.2 The Company shall pay the Training fee of << >> in consideration of the Training, such amount to be payable on the date of this Agreement.

at amount >> in consideration of the Training, such amount to be payable on the

8. **Company's Undertakings**

The Company agrees, during the term of the Agreement and thereafter until the Equipment is returned to the Owner,

agreement and thereafter until the

8.1 keep the Equipment in good order and condition and ensure that it is secure against theft;

control on the Premises and ensure that the Equipment is kept in good order and condition;

8.2 operate the Equipment in a prudent manner in accordance with any operating instructions for the purpose for which it was designed, and ensure that the Equipment is operated with all due care and attention and used by trained personnel in accordance with the Owner's relevant instructions;

prudent manner in accordance with any operating instructions for the purpose for which it was designed, and ensure that the Equipment is operated with all due care and attention and used by trained personnel in accordance with the Owner's relevant instructions;

8.3 keep the Equipment in good order and condition and ensure that it is secure against theft;

or wear and tear excepted;

8.4 be responsible for the repair and maintenance of the equipment, and shall ensure that the Equipment is repaired and is appropriate for use;

able used in the operation of the Equipment, and ensure that the Equipment is repaired and is appropriate for use;

8.5 not hold itself out as the Owner, nor shall it, charge, encumber, sell, let, lease, hire or otherwise dispose of the Equipment, nor shall it permit or suffer any third party to do so;

nor shall it, charge, encumber, sell, let, lease, hire or otherwise dispose of the Equipment, nor shall it permit or suffer any third party to do so;

8.6 not assign or transfer the Equipment or any interest in it;

ations under this Agreement;

8.7 ensure that any identification marks or signs on or fixed to the Equipment are not removed, obscured or otherwise subjected to interference, including by the Owner;

signs on or fixed to the Equipment are not removed, obscured or otherwise subjected to interference, including by the Owner;

8.8 permit the Owner, its agents or authorised personnel access to the Equipment and the premises on which it is located for the purpose of inspecting, repairing, servicing and replacing the Equipment;

access to the Equipment and the premises on which it is located for the purpose of inspecting, repairing, servicing and replacing the Equipment;

8.9 [not, without the prior written consent of the Owner, attach or affix the Equipment to any land or premises, nor shall it cause it to become a permanent or immovable fixture on any land or premises];

of the Owner, attach or affix the Equipment to any land or premises, nor shall it cause it to become a permanent or immovable fixture on any land or premises];

8.10 where, the Equipment is used on any land or premises, ensure that the

to land or premises, ensure that the

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Equipment shall be connected to the land or building or the Equipment in such a way as to prevent the Equipment from being removed without material injury to such land or building or the Equipment; and the Company shall take all necessary steps to prevent title to such land or building or the Equipment from being lost or transferred by the affixation of the Equipment to such land or building or the Equipment; and the Company shall indemnify the Owner against all loss, damage or liability which may be incurred by the Owner as result of such affixation or removal;

8.11 repair and make good the Equipment or its removal from the land or building effected by the Owner or the Company, loss, damage or liability which may be incurred by the Owner as result of such affixation or removal;]

8.12 inform the Owner of the progress and inform the Owner, at the request of the Owner, of the progress of the Equipment;

8.13 ensure that the Equipment is in the same condition that it was supplied in (fair wear and tear excepted);

8.14 ensure that use of the Equipment complies with any relevant Government or Local Authority Regulations and applicable licensing requirements.

9. **Owner's Obligations**

The Owner agrees during the Hire Period that the Equipment shall remain at the land and thereafter until the Equipment is returned to it by the Company.

9.1 [provide Training in a written form to the Owner and as specified at Schedule 3 of this Agreement to the Owner and the employees and/or agents of the Company as specified in the Equipment Schedule]

OR

[provide appropriate instructions for the proper use of the Equipment]; and

9.2 test all electrical Equipment before the Hire Period test requirement.

10. **Breakdown and Repair**

10.1 In the event that the Equipment suffers a Breakdown the Company must immediately stop use of the Equipment and disconnect the Equipment from the power source (where applicable);

10.2 The Owner must be informed of the Breakdown immediately.

10.3 The Company must carry out any repair work on the Equipment without the express written consent of the Owner.

10.4 Subject to any express agreement to the contrary, all repair work shall be carried out by the Owner or the Company, and shall be carried out at the earliest mutually convenient time.

10.5 Where the Breakdown is caused by the misuse of the Equipment or the negligence of the Company or by the replacement of the Equipment shall be borne by the Company and shall continue to be payable by the Company during any period of stoppage of the Equipment.

- 10.6 Where the Breakdown of the Equipment the cost of repair and tear or by a fault in the Equipment shall be made to the Company, to be calculated from the date as notified of the Breakdown.

11. **Termination**

- 11.1 The Owner may terminate the Agreement forthwith by notice in writing to the Company if:
- 11.1.1 The Company breaches any terms of this Agreement; or
- 11.1.2 The Company is or becomes insolvent, enforced or sued against it or has a winding up order made against it, goes into receivership; or otherwise enters liquidation or administration with its creditors; or
- 11.1.3 The Company does or has done any act or thing that may reasonably be considered to endanger the Owner's property or rights in the Equipment.
- 11.2 Subject to the provisions above, neither party shall be entitled to terminate this Agreement any time of the Hire Period unless agreed with the other party.
- 11.3 Either party may terminate the Agreement during the Extended Hire Period by giving not less than 30 days' notice to the other party.
- 11.4 Upon termination of the Agreement, the Company shall forthwith return the Equipment to the Owner in accordance with Sub-clause 3.2 above.
- 11.5 At any time after termination of the Agreement, the Owner shall be entitled to enter the premises to inspect the Equipment and this Sub-clause shall continue in effect notwithstanding the termination of the Agreement.

12. **Data Protection**

- 12.1. All personal information that the Company may use will be collected, processed, stored, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation and the Company shall ensure the Owner's rights under the GDPR.
- 12.2. For complete details of the collection, processing, storage, and retention of personal data, the Company is limited to, the purpose(s) for which the personal data is used, the Company's policies for using it, details of the Owner's rights, the Company's policies for data sharing (where applicable), and the Company's policies for data security, please refer to the Company's Privacy Policy, which is available from <<insert location>> or attached in Schedule 1.

13. **Liability**

- 13.1 The Owner does not warrant the quality of the Equipment with any representation concerning the condition of the Equipment or with or subject to any term, condition, warranty, express or to be implied by statute, common law or otherwise. The Company's representations, conditions, warranties

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- le in respect of any loss or damage
the liability of the Owner shall be
e damaged property] OR [<< insert

it the liability of the Owner for death
the Owner's negligence, breach of

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the Owner against all liabilities, on to any claims or actions brought ss to person or property (including on to, or arising out of the storage, during the Hire Period or Extended

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- the obligations undertaken by it and this Agreement through any other act or omission of that other Member shall be deemed to be the act or omission

deemed to create, a partnership, or
n the parties.

between the parties with respect to
except by an instrument in writing
of the parties.

to this Agreement, it does not rely on or on except as expressly provided in or other terms implied by statute or permitted by law.

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waiver of any subsequent

or any other provision.

- 15.7 If any provision of this Agreement is held by any court or other competent authority to be invalid in whole or in part, this Agreement shall nevertheless continue to be valid and enforceable, and the remainder of the affected provisions shall survive.

by any court or other competent authority to be invalid in whole or in part, this Agreement shall nevertheless continue to be valid and enforceable, and the remainder of the affected provisions shall survive.

16. **Force Majeure**

- 16.1 For the purposes of this Agreement, any circumstance beyond the reasonable control of either party, any circumstance without limitation, any war, civil disturbance, war, earthquake, epidemic or raw materials, lack of

"Force Majeure" means, in relation to either party, any circumstance beyond the reasonable control of that party including, without limitation, any war, civil disturbance, war, fire, explosion, storms, flood, earthquake, epidemic or raw materials, lack of available facilities.]

- 16.2 If any Force Majeure event occurs which affects the performance of a party under this Agreement, it shall forthwith notify the other party of the circumstances in question.

er party which affects or may affect the performance of a party under this Agreement, it shall forthwith notify the other party of the circumstances in question.

- 16.3 Neither party shall be liable to the other for any delay in performance, of any kind, to the extent that the delay or non-performance is due to a Force Majeure event and the time for performance shall be extended accordingly.

reach of this Agreement, or shall be liable to the other for any delay in performance, of any kind, to the extent that the delay or non-performance is due to a Force Majeure event and the time for performance shall be extended accordingly.

- 16.4 If the performance by a party of its obligations under this Agreement is prevented or delayed for a continuous period in excess of <<six months>>, [the party shall engage in good faith discussions with a view to making such alternative arrangements as may be fair and reasonable and shall be entitled to terminate this Agreement by giving notice to the other party of the circumstances so affected].

obligations under this Agreement is prevented or delayed for a continuous period in excess of <<six months>>, [the party shall engage in good faith discussions with a view to making such alternative arrangements as may be fair and reasonable and shall be entitled to terminate this Agreement by giving notice to the other party of the circumstances so affected].

17. **Notices and Service**

- 17.1 Any notice or other communication authorised by this Agreement to be given by either party to the other shall be given by:-

authorised by this Agreement to be given by either party to the other shall be given by:-

17.1.1 delivering it by hand to the other party at the address specified in the Agreement;

17.1.2 sending it by post to the other party at the address specified in the Agreement;

17.1.3 sending it by any other means of communication or comparable means of communication to the other party at the address specified in the Agreement.

or by any other means of communication or comparable means of communication to the other party at the address specified in the Agreement. Clause 17.4.

- 17.2 Any notice or information which is not returned to the sender within the period specified in the Agreement shall be deemed to have been given on the <<Insert period>> day after the envelope containing it was so posted; and any notice or information was properly given, registered and posted, and that it shall be sufficient evidence that the notice or information has been given.

manner provided by Clause 17.1.2 shall be deemed to have been given on the <<Insert period>> day after the envelope containing it was so posted; and any notice or information was properly given, registered and posted, and that it shall be sufficient evidence that the notice or information has been given.

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17.3 Any notice or information in writing or by electronic communication shall be deemed to have been duly given on the date of transmission, provided that it is sent as provided in Clause 17.1.2 to the other party in Clause 17.4 within 24 hours after transmission.

17.4 Service of any document or notice arising out of this Agreement shall be delivered to the other party at the address as may be notified in writing from time to time.

18. **Applicable Law and Jurisdiction**

18.1 The laws of England shall apply to the whole of this Agreement.

18.2 The parties hereby submit to the exclusive jurisdiction of the English and Welsh Courts.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by

<< Name and Title of person signing for and on behalf of << Company's name

SIGNED by

<< Name and Title of person signing for and on behalf of << Owner's name

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