

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "The Owner" means the company, firm or person hiring out the Trailer;
- 1.2 "The Hirer" means the person who hires the Trailer from the Owner;
- 1.3 "The Equipment" means the yacht trailer on hire

2. DELIVERY AND RETURN

2.1 The Hirer shall be responsible for collecting the Equipment from the Owner's premises, unless otherwise agreed in writing. Where the Owner agrees to deliver and collect the Equipment, the Owner shall charge a reasonable price to be confirmed before delivery.

2.2 Prior to delivery, the Owner shall ensure that the Equipment subject to hire is in good working order.

3. HIRER'S OBLIGATIONS

The Hirer must:

3.1 check the Equipment at the start of the period of hire and report any faults within 24 hours. In this case no charge will be made for the first 24 hours. If defective Equipment is reported after the first 24 hours the Owner reserves the right to charge a reasonable amount for the time that the Hirer has had the Equipment;

3.2 use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity;

3.3 during the period of hire, keep the Equipment properly maintained and repaired and ensure its security and safekeeping;

3.4 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;

3.5 immediately inform the Owner of any breakdown of the Equipment or any problem affecting the working of the Equipment and return such Equipment as soon as possible to allow the Owner to repair or exchange it. No charge shall be made for the hire of the Equipment during the period that it is not in working order. The Owner shall be entitled to replace the Equipment with equipment of a similar type where the Equipment has broken down and is not immediately repairable. Where no replacement equipment is immediately available or where the replacement equipment is not satisfactory the Hirer will be entitled to terminate the hire and claim for a refund for the period during which the Equipment was out of order or may hire replacement equipment at dates to be agreed in the future;

3.6 allow the Owner access to inspect the Equipment upon reasonable notice at any time;

3.7 return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. The Owner shall be allowed to charge for the cleaning and/or restoration of any Equipment not returned in a good and proper condition;

3.8 inform the Owner immediately of any accident involving the Equipment resulting in injury to persons or damage to property;

3.9 inform the Owner immediately of any loss, theft or damage to the Equipment. The Hirer shall be charged for the hire of the Equipment until the Owner is notified that the Hirer is no longer able to use it;

3.10 assist the Owner and its insurers as far as reasonably possible where there is any loss, theft or damage to the Equipment, including reporting any theft to the police;

3.11 not sell or offer for sale, assign, mortgage, pledge, re-hire or lend the Equipment to any third party;

3.12 not repair the Equipment without the prior written consent of the Owner;

3.13 ensure that it is adequately insured against any risks involved in the use of the Equipment such as personal injury or death.

4. CHARGING AND INSURANCE

4.1 The Equipment may be hired out on the basis outlined in Schedule 1 to this agreement.

4.2 The Hirer has the option of insuring the Equipment against loss, damage or theft, the cost of which shall be added to the hire charge. Where any loss, damage or theft occurs the Hirer may have to pay the Owner the cost of the Equipment at its current value.

5. TERMINATION

5.1 The period of hire shall end at any time by the Hirer returning the Equipment to the Owner within the times specified in Schedule 1.

5.2 Where the Hirer fails to make any payment within 14 days of it becoming due or is in breach of any of the Terms and Conditions of this agreement, or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Owner in the Equipment may be prejudiced or put in jeopardy, the Owner shall be entitled to terminate the hire immediately by notice in writing and it shall thereupon be lawful for the Owner to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof.

6. LIABILITY

6.1 The Owner shall not be liable to the Hirer for any direct loss or damage suffered by the Hirer resulting from the Hirer's failure to comply with any operating and safety instructions supplied with the Equipment.

6.2 The Owner shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

6.3 Nothing in these Terms and Conditions shall exclude or limit the liability of the Owner for death or personal injury caused as a result of the Owner's negligence, breach of contract or otherwise.

7. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

8. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

Basis of Charging

Periods of hire

Equipment may be hired by the day, the week, the month or the weekend.

Returning equipment

Equipment hired by the day must be returned within 24 hours.

Equipment hired by the week must be returned by 4.00 pm on the seventh consecutive day.

Equipment hired by the month must be returned by 4.00 pm on the last day of the calendar month.

Equipment hired by the weekend must be returned by 9.00 am on Monday.

Deposit

A deposit to the value of £500 will be payable which will be kept until the end of the period of hire and the Owner shall be entitled to deduct from it any money owed by the Hirer to the Owner.

Charges due

Hire charges are due at the beginning of the hire period.