



## Equipment Hire Agreement

The terms and conditions of kit rental via MyKitPlace.com are laid below. They constitute a rental agreement between the Kit Owner ('Owner') and the kit hiring party ('Hirer').

OWNER (name): \_\_\_\_\_

HIRER (name): \_\_\_\_\_

EQUIPMENT (please list the equipment):

By agreeing to these terms the Hirer as accepted the condition of hire and agrees to abide by them.

All goods remain the absolute property of the Owner, and the Hirer undertakes not to sell, offer to sell, assign, mortgage, charge, pledge or underlet, lend or otherwise deal with the equipment; nor allow any lien to be created on the equipment.



## **The Hire Period**

The dates of hire as agreed are from \_\_\_\_\_ to \_\_\_\_\_

The hire period commences from the time that the equipment leaves the Owner's possession having been handed over to the Hirer, and continues until the equipment is returned to the Owner.

In the event of the equipment not being returned to the Owner on time at the end of the hire period, unless by prior arrangement with the Owner, then the hire charge will continue to be levied at the DAILY RATE until such time as the equipment is returned complete to the Owner.

## **Liability / Loss / Damage**

The Hirer undertakes full responsibility for all the Owner's equipment while in their care. The Hirer assumes complete responsibility for loss of or damage to the hire equipment (other than fair wear and tear) from the time the equipment leaves the Owner's possession, until it is returned to same. To this end, it is a condition of hire that the Hirer will arrange insurance cover to provide for the risks of; Theft, Fire, Accidental Damage, Personal Injury & Public Liability, and in addition the Hirer will indemnify the Owner against any and all claims for the said risks. In the event of loss or theft of the hire equipment the Owner or MyKitPlace (trading as The Post Factory) will invoice the Hirer in full for replacement of the equipment. In the event of damage to the equipment, the Owner or MyKitPlace will, at its option, invoice the Hirer in full for the repairs to, or the replacement of the equipment. Damage in transit shall be the responsibility of the Hirer.

The Owner undertakes to provide the equipment in full working order. The Owner will accept no responsibility for loss or damage whatsoever and howsoever arising from any failure, use or mis-use of the equipment, nor from any consequential loss arising therefrom. MyKitPlace recommends that Hirer makes their own checks and tests of the equipment before use, and thoroughly goes through the equipment with the Owner at the point of exchange. It is assumed that the Hirer has sufficient skill and knowledge to operate the hired equipment correctly.

## **Equipment Identification**

On no account may any serial number plates, manufacturer nameplates, or any other identification marks, be removed, covered, or defaced.

## **Amendments of These Terms Of Hire**

No amendments to these conditions of hire will be allowed or recognized unless given in writing by MyKitPlace at the request of the Owner or Hirer and duly signed by an officer of MyKitPlace.

This contract shall be governed by English Law in the Courts of England.

*Acceptance of the equipment for the hire will be taken to signify acceptance by the Hirer of these terms and conditions. Any decision by the Owner or MyKitPlace to waive any condition or*



*requirement under any hire agreement will not in any way prejudice the Owner's or MyKitplace's rights under any other term or condition of the agreement.*

**To be signed by the Hirer and retained by the Owner.**

I accept these terms of hire:

Sign:.....

Print:.....

Date:.....