



Please make sure you have read the terms and conditions of booking which are listed below:

TERMS AND CONDITIONS OF EQUIPMENT HIRE

Definitions

In these conditions:

the "Hirer" means the person named in Section A part 1 overleaf;

the "Equipment" is specified in section A part 3 overleaf;

"IYE" means In Your Element (address detailed below);

the "Rental" means the amount specified in section B part 2 overleaf;

the "Hourly Rate" is £20 per hour (or pro rata for part of an hour);

the "Deposit" is Nil unless otherwise specified;

the "Date" is the date specified in section A part 2 overleaf; and

the "Period" is the period specified in section B part 1 overleaf.

1. Hire of Equipment

IYE agrees to hire the Equipment to the Hirer for the Period on the Date subject to the terms and conditions contained in this Agreement in consideration of which the Hirer agrees to pay to IYE the Rental and any other sums due under this Agreement.

2. Deposit

2.1 When booking the Equipment, the Hirer shall pay to IYE the Deposit which, subject to clause 2.3, shall be repayable on return of the Equipment to IYE.

2.2 For the purpose of this Agreement the Equipment shall be deemed returned when it has been returned to the location from which it was uplifted (or elsewhere if specified by IYE) and safe receipt acknowledged in writing by a duly authorised employee of IYE.

2.3 IYE shall be entitled to deduct and retain to its own account from the Deposit any sums owed to IYE by the Hirer (including without limitation the value of any damage or loss caused to IYE by the Hirer).

3. Obligations of Hirer

3.1 The Hirer shall use the Equipment responsibly and maintain it in good condition ensuring that it is returned to IYE at the end of the Period in the same condition as it was at the beginning of the Period. The Hirer shall be liable for any loss of or damage to the Equipment during the Period of the hire.

3.2 If the Equipment is returned to IYE after the expiry of the Period the Hirer shall become liable to pay IYE a late return penalty equivalent to the Hourly Rate for each additional hour, or part thereof, after the expiry of the Period until the Equipment is returned.

3.3 The Hirer expressly authorised IYE to charge any sums due by the Hirer in terms of these conditions to IYE to any credit or debit card or other payment method details of which are supplied to IYE or its agents or employees by the Hirer.

4. Ownership

The Equipment is the property of IYE and the Hirer shall have no property rights whatsoever in the Equipment.

5. Liability and Indemnity

5.1 The Hirer warrants that he is familiar with the use and maintenance of the Equipment and acknowledges that IYE has hired the Equipment to the Hirer on this basis and the Hirer expressly acknowledges that IYE is

providing no instruction or guidance in the use or maintenance of the Equipment by the Hirer.

5.2 **To the fullest extent permissible by law, the Hirer shall be (to the exclusion of IYE) responsible for any loss, costs, charges, liabilities, or expenses suffered or incurred by any persons (including IYE or the Hirer) through the use or maintenance of the Equipment until the Equipment is returned to IYE in terms of clause 2.2 and the Hirer undertakes to fully indemnify IYE and keep IYE fully indemnified against any and all loss, injury, costs, claims, damages, expenses and interest incurred by IYE as a consequence of the Hirer's failure to comply with the terms of this Agreement.**

5.3 Nothing in this clause 5 shall relieve IYE from liability claimed against it by any person due to death or injury which arises as a result of the negligence of IYE or those for whom it is in law responsible.

6. Termination and Cancellation

6.1 If the Hirer is in breach of any of his obligations under this Agreement IYE may immediately terminate this Agreement whereupon (i) the Rental shall become due; (ii) the Hirer shall forthwith return the Equipment to IYE; and (iii) the Hirer shall be responsible for all costs incurred by IYE recovering and repossessing the Equipment.

6.2 If in the reasonable opinion of IYE the Hirer is acting in an unruly manner or acting under the influence of drugs, alcohol or any other substance, IYE reserves the right to cancel the Client's hire of the Equipment and the Client shall have no entitlement to a refund of monies paid and shall be liable to IYE for any loss or costs arising from such a circumstance.

7. Multiple hires

If the Hirer is hiring Equipment for the use of any third party, he warrants that he (i) is properly authorised to do so, (ii) shall ensure that any such person shall comply with the terms of this Agreement, and (iii) shall be liable to IYE for all actions and defaults of any such person.

8. Miscellaneous

8.1 This Agreement shall be governed by and construed in accordance with the law of Scotland.

8.2 In this Agreement: (i) reference to one gender shall include other genders and the singular number shall include the plural and vice versa and references to persons shall include firms, corporations and unincorporated associations; and (ii) clause headings are inserted for ease of reference only and shall not affect the construction of this Agreement.

8.3 The Hirer's rights under this Agreement cannot be transferred without IYE's consent.

8.4 IYE may assign to any person or subcontract any of its rights or duties under this Agreement.

8.5 If IYE fails to exercise any power or right under this Agreement or delays in doing the same, that shall not operate as a waiver of that power or right nor shall any waiver of a breach of this Agreement operate as a waiver of any subsequent breach.