

ARTEM LTD – CONDITIONS OF HIRE AND SALE

1 GENERAL

a) Definitions

- . "Contract" the document or documents that sets out these conditions and all other written details about your agreement with us
- . "Equipment" the equipment detailed overleaf
- . "Goods" the purchased items detailed overleaf
- . "Hirer" the person firm or company hiring Equipment or buying Goods from Artem Limited
- . "Artem" Artem Ltd (Company No. 2117063) of Perivale Industrial Park, Horsemen Lane South, Perivale Middlesex UB6 7RH.
- . "Risk Value" the replacement value of the Equipment

b) Any condition deemed invalid will not affect other conditions.

c) The Contract is not assignable and is only effective when Artem accepts the Hirer's detailed order.

d) Termination

. Artem may terminate the Contract and repossess equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach of any term or condition of the Contract or takes any step or any proceeding is commenced in which the Hirer's solvency is in the reasonable view of Artem in doubt.

e) Ownership of Equipment and Goods

. Equipment hired remains the property of Artem at all times. Ownership of Goods purchased transfers only when full payment is received by Artem upon which full risk in title to the Equipment shall pass to the Hirer..

f) Right of Access

. The Hirer authorises Artem to at any time enter any land or premises where it reasonably believes the Equipment or Goods are to inspect, test, repair service, replace or repossess the Equipment or Goods.

g) The minimum hire time is 48 hours. Each additional day, or part thereof, shall be charged at 50% of the 48 hour rate.

2 HIRE CHARGES

a) Basis of charging

. The hire charges overleaf are payable from the date shown in the contract until the return to Artem of the Equipment in perfect condition (save for fair wear and tear) and such additional period thereafter, not exceeding 12 weeks, as Artem, acting reasonably and with due diligence, may require to clean repair or replace any unclean damaged destroyed or missing Equipment and thereafter until payment by the Hirer of the cost of such cleaning repair or replacement. This clause shall not exclude liability for any consequential loss suffered by Artem including but not limited to loss of profits, contracts or damages whatsoever.

b) Transport charges

. Artem will deliver and collect the Equipment at the cost shown on the front page of the Contract only if this is previously agreed and noted on the Contract. Attempted calls will be charged at Artem's current rates.

c) Time for payment and VAT

. The Hirer will pay all monies outstanding including VAT on demand. In default interest on amounts overdue is payable at Royal Bank of Scotland base rate plus 4%. The Hirer will also be liable for all reasonable legal charges incurred by Artem in the recovery of amounts due the recovery of Equipment and/or the recovery of Goods. Where account facilities have been granted to the Hirer in writing all invoices must be paid within 30 days of invoice date.

d) Deposits

. Deposits are set by Artem at amounts reasonably required and will be offset against any monies due. Deposit balances are refunded upon return to Artem of Equipment in condition deemed acceptable at Artem's sole discretion. Balances of deposits paid by cheque will be refunded by cheque issued within 7 business days.

e) Credit and debit card transactions

. Where the Hirer has signed a blank credit or debit card voucher, with a subsequent payment shortfall, Artem may insert and present for payment the balance due. Part payments by credit or debit card may also be processed by Artem at interim stages of the Contract.

f) Cancellation charges

. Artem reserves the right to payment in full of all charges where the Hirer cancels the Contract unless at least 72 hours prior written notice is received.

3 HIRER'S RESPONSIBILITIES

a) Inspection and receipt of Equipment and Goods

. The Hirer will sign to acknowledge receipt of the Equipment at delivery/hand-over. Shortages or damaged equipment must be agreed and noted on the Contract/delivery document. The Hirer warrants that they are duly authorised to enter into the Contract and will indemnify Artem against all losses and costs incurred if this is not the case.

b) Security of Equipment

. The Hirer accepts responsibility for Equipment security until it is in possession of an unqualified return note from Artem and undertakes not to sell or relinquish possession, alter, repair or modify it in any way or attempt to do so.

c) Safe use of Equipment and breakdown procedure

. The Hirer undertakes that everyone who uses the Equipment has been properly instructed in its safe and proper operation (conforming to relevant legislation and any Artem operating and safety instructions supplied) and that it will be used under constant supervision by persons not under the influence of alcohol or drugs. The Hirer will at all times fully indemnify Artem against any expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury or damage to or loss of any property arising out of or in connection with the delivery, hire, use, non-use, repossession, collection, return or non-return of the Equipment.

. The Hirer will immediately notify Artem of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-Artem equipment used in conjunction with or attached to Equipment also conforms to safety requirements.

d) Return (or collection) of Equipment

. The Hirer may arrange for the return (or where previously agreed the collection) of Equipment with Artem by 5:00 pm on the date specified in the Contract, together with the Goods. When Equipment has been returned to (or collected by) Artem then Artem will issue a return note. The Hirer will remain liable for on-going hire charges until such return note has been issued but if on later inspection the Equipment is found to be damaged or unclean then these defects will be detailed in a written communication sent to the Hirer within 48 hours of the return of the Equipment in which case the relevant provisions of Clause 2(a) and 3(c) hereof shall apply. Artem may, but shall not be obliged to, collect the Goods from the Customer.

e) Lost stolen damaged or unclean Equipment

. The Hirer is responsible for looking after the Equipment and returning it to Artem in perfect condition (save for fair wear and tear). Artem may treat Equipment unavailable for inspection after reasonable notice as lost.

. The Hirer is obliged to pay Artem's reasonable costs of replacing, repairing or cleaning the Equipment up to the Risk Value if the Hirer fails to return the Equipment, or returns it damaged or unclean.

f) Insurance

. The Hirer agrees to pay Artem the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age) and shall insure the Equipment against this liability.

4 ARTEM'S RESPONSIBILITIES

a) Hire rates

. Artem will maintain the agreed hire rates for the duration of the Contract.

b) Safety and operating instructions

. Artem will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.

c) Testing and inspection of Equipment

. Artem will comprehensively test all electrical equipment before commencement of hire. Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if Equipment needs to be recovered from the Hirer for such purposes Artem will substitute items of similar specification.

d) Supply of Equipment and Goods

. Artem may substitute items of similar quality, specification or performance when necessary.

e) Rights reserved

. Any failure by Artem to enforce any or all of these conditions shall not be construed as a waiver of any of Artem's rights hereunder.

5 LIMITS OF ARTEM'S LIABILITY

Neither Artem nor any of its officers or employees shall be liable for:

a) Any loss, cost, damage, delay or failure attributable to any act of God or other circumstances outside the control of Artem, including loss or destruction or breakdown of Equipment

b) Any consequential loss or damage howsoever arising

c) Any direct or indirect loss, or any loss of business or profit, savings the Hirer expected to make, wages fees or expenses caused by the Equipment or any part of them breaking down or stopping working properly

d) Death or any personal injury sustained by any person arising directly or indirectly from the use of the Equipment save where such is caused by negligence on the part of Artem, its offices or employees

e) Artem's liability for any defect in the Equipment shall be limited to and in no case exceed any manufacturer's warranty sold with the Equipment or if there shall be none then replacement or repair of the defective Equipment or at Artem's option a refund of the price.

f) All warranties, conditions, and representations implied by statute or by common law are hereby expressly excluded in so far as it is legally possible to do so

g) Artem will use every reasonable endeavour to secure prompt performance but time shall not be of the essence in this Contract and Artem shall not be responsible for delays howsoever occurring

h) Artem shall not be regarded as being in breach of its obligations hereunder if the Equipment supplied differs in minor respects from equipment specified.