

HORTEC GROW WITH TECHNOLOGY LIMITED

HIRE CONDITIONS

- 1 DEFINITIONS**
"CONTRACT" means these conditions together with Hortec's acknowledgement of acceptance of the Hirer's order
"HORTEC" means Hortec Grow With Technology Limited
"GOODS" means the goods being hired to the Hirer under the Contract including any replacements or additions thereto
"HIRER" means the person, firm, company or other organisation hiring Goods from Hortec
'WRITING' includes facsimile transmission and comparable means of communication.
The Contract contains all the terms agreed between the parties to the exclusion of all other terms and conditions except where agreed in writing by Hortec.
These conditions do not affect your rights as a person dealing as a consumer, not for business purposes.
The Contract will be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.
- 2 HIRE CHARGES**
2.1 Rentals
The Hirer shall pay the hire charges agreed with Hortec punctually and without demand, deduction, counterclaim or set-off to Hortec and for the avoidance of doubt, time shall be of the essence in relation to such payments. Hire charges will continue until:
• Hortec has given the Hirer a collection or off-hire number; or
• the Hirer has returned the Goods to Hortec in a clean and usable condition and Hortec has given a receipt for them;
whichever is earlier.
Hire charges are due for all the time the Hirer has the Goods including Saturdays, Sundays and public holidays.
- 2.2 Interest and other charges**
If the Hirer does not pay on the due date any amount due, Hortec shall be entitled to charge interest on the amount that is overdue at a daily rate equal to 4% above the base rate of National Westminster Bank PLC from time to time and the exercise of this right shall not affect any other rights accruing to Hortec. In addition, the Hirer agrees to pay any reasonable expenses incurred by Hortec in collecting payment or recovering the Goods from the Hirer.
- 3 DELIVERY AND INSPECTION**
3.1 The Hirer must pay to Hortec any agreed charges for delivery or collection of the Goods and where carriage charges are quoted, these only cover delivery to the address the Hirer has provided. The Hirer agrees to reimburse Hortec for any costs incurred in storage of the Goods or interrupted delivery or non-delivery due to the fault of the Hirer.
3.2 The Hirer must load and unload the Goods at the address provided. The Hirer is also responsible for loading and unloading the Goods at Hortec's premises when the Hirer, or their agent, collect or return the Goods. Hortec may, at its discretion, provide assistance with the foregoing.
3.3 The Hirer must inspect the Goods on delivery and notify Hortec immediately in writing of any defect in the Goods provided that if no such notification is given it shall be conclusively presumed that the Goods are complete and in good order and condition and fit for the purpose for which they are required by the Hirer.
- 4 MINIMUM HIRE PERIOD**
4.1 The minimum hire period for Goods is one 7-day week.
4.2 If the Hirer is not a registered company, the Contract will expire at the end of 3 calendar months from the date of the beginning of the hire period. The Hirer must return the Goods to Hortec at the latest on the last day of the said 3-month period. Failure to do this may incur an additional charge reflecting Hortec's loss in not having available for hire the Goods.
- 5 SAFETY INSTRUCTIONS FOR HIRED GOODS**
The Hirer must ensure that every person who uses the Goods is properly instructed and qualified to use the Goods safely and correctly, and that they have readily available any instructions Hortec has supplied. Hortec shall not be liable for any misuse of the Goods which causes any injury or loss whatsoever.
- 6 RESPONSIBILITY FOR GOODS**
6.1 The Hirer becomes responsible for the Goods when the Hirer, or their agent, receive them. The Hirer is responsible for protecting the Goods and keeping them safe from adverse weather, theft, vandalism and improper use. At the end of the hire period the Hirer must return the Goods in materially the same condition as supplied unless Hortec has arranged to collect them. The Hirer remains responsible for the Goods until returned or collected and Hortec give a receipt for them.
6.2 The Hirer must not alter, repair or interfere with the Goods in any way or remove any component from the Goods without the written consent of Hortec.
6.3 The Hirer must not sell, transfer, lease or allow the creation of any charge or lien over them or in any way give up control of the Goods.
6.4 Electrical goods
If any part of the Goods is electrical, it should be used with original plugs or sockets fitted to it. If the Hirer needs to fit other suitable plugs or sockets to the Goods, this must be carried out by a competent person who must also return the Goods to their original condition. The Hirer must make sure they have a suitable supply of electricity to operate the Goods. The Hirer must never use electrical goods that are not earthed correctly unless the goods are double insulated. The Hirer understands that it is their responsibility to keep
- to all regulations, which apply, including the Electricity at Work Regulation 1989, during the period of hire.
- 6.5 Maintenance and Breakdowns**
The Hirer must ensure that the Goods remain secure, clean and in good working order whilst in their possession. If the Goods break down or do not operate correctly, the Hirer must notify Hortec writing immediately. The Hirer must return the Goods for Hortec to examine unless otherwise directed in writing. The Hirer must notify Hortec immediately in writing if the Goods are involved in an accident resulting in damage to the Goods or to other property, or injury to any person. You must take all necessary steps to make the goods safe and to protect them against theft or damage.
- 6.6** The Goods must not be moved from the delivery address without the prior written consent of Hortec.
- 7 LIMITATION OF LIABILITY**
7.1 Nothing in these conditions excludes or limits the liability of Hortec:
7.1.1 for death or personal injury caused by the Hortec's negligence; or
7.1.2 for any matter which it would be illegal for Hortec to exclude or attempt to exclude its liability; or
7.1.3 for fraud or fraudulent misrepresentation.
7.2 Subject to clause 7.1:
7.2.1 Hortec's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
7.2.2 Hortec shall not be liable to the Hirer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
7.3 Hortec shall not be liable to the Hirer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Hortec's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Hortec's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Hortec's reasonable control:
7.3.1 act of God, explosion, flood, tempest, fire or accident;
7.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
7.3.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
7.3.4 import or export regulations or embargoes;
7.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Hortec or of a third party);
7.3.6 difficulties in obtaining raw materials, labour, fuel, pads or machinery;
7.3.7 power failure or breakdown in machinery.
- 8 INSURANCE**
8.1 From the commencement of the hire period, the Hirer is responsible for insuring the Goods. The Hirer will be liable for the cost of replacing Goods which are lost, stolen or damaged beyond economic repair (that is if the repair would cost more than the value of the equipment). It is recommended that the Hirer should insure the Goods for the replacement cost.
8.2 If the Hirer receives any payment as settlement of any claim relating to the damage to or loss or theft of the Goods, it must hold that money separately in trust for Hortec and account to Hortec for the value of the Goods.
- 9 TERMINATION**
Hortec shall be entitled to treat the Contract as terminated with immediate effect if:
• the Hirer is in breach of the Contract and such breach is not remedied within 7 days written notice of the breach; or
• winding-up proceedings are commenced against the Hirer (bankruptcy proceedings if an individual) or a receiver or administrator is appointed over all or part of the Hirer's assets; or
• the Hirer enters into any agreement with its creditors or a voluntary arrangement
If the Contract is terminated under clause 9, such termination takes effect immediately and Hortec may repossess any or all of the Goods. If the Contract is terminated under this clause 9 Hortec shall be entitled to recover any money owed to it under this Contract together with damages for breach.
- 10 RIGHTS OF ACCESS**
The Hirer shall allow Hortec or its duly authorised agent, on giving reasonable notice to enter upon any land or premises where the Goods are believed to be stored and inspect or remove from such premises the Goods.
- 11 GENERAL**
11.1 The Hirer agrees to indemnify Hortec against all losses actions claims demands proceedings (criminal or civil) costs legal expenses whenever arising directly or indirectly from the Hirer's breach of this Contract or any loss damage or injury suffered by any person from the presence of the Goods or the delivery, possession or transportation, condition use removal or return of them or any defect in the design or manufacture thereof.
11.2 Hortec shall at all times retain ownership of the Goods and the Hirer shall have no interest in the Goods except as provided by this Contract.
11.3 Any delay or failure of Hortec to exercise any right or remedy shall not be taken to be a waiver of it or them.
11.4 If any term in the Contract cannot be enforced, this will not affect the remaining terms.
11.5 The Contract (Rights of Third Parties) Act 1999 is excluded from applying to this Contract.