



Conditions of Hire & Sale

August 2018

- 1) Throughout these conditions, 'the Owner' means Cornerstone Security Limited, 'the Hirer' means any person or company, which agrees to hire the equipment, or services from the Owner. 'Equipment' means any item of CCTV Tower or equipment rental. 'Hire Period' means the continuous period of time from the date on which the Equipment is signed for until the date the Equipment is returned or collected by the Owner. These dates will be inclusive. The Hire Period will not necessarily be the same period for which hire charges are levied.
- 2) The Equipment remains the property of the Owner and the Hirer will not sell, hire out, lend or otherwise part with the Equipment without the written permission of the Owner.
- 3) The Hirer shall completely indemnify the Owner in respect of all claims by any person whatsoever, for injury to persons, and / or damage to property, caused by, or in connections with or arising out of the use of the Equipment, and in respect of all costs and charges in connection therewith, whether arising under common or statute law.
- 4) Signature of the hire contract to which these conditions apply by the Hirer's representative implies acceptance of these conditions by the Hirer. Hire charges will be levied from the agreed on-hire date until the agreed off-hire date. No allowance for inclement weather will be made or for any other reason whatsoever beyond the Owner's control when calculating charges.
- 5) The Equipment must be returned in the same condition as supplied [except for fair wear and tear] otherwise a charge for cleaning, repairing, renewing or replacing will be made as considered necessary by the Owner.
- 6) The Hirer agrees to insure the Equipment against theft during the continuance of the Hire Period, and to reimburse the Owner at the Owner's standard selling price, or to replace with identical Equipment. Any Equipment not returned at the end of the Hire Period or at the Owner's request will be deemed as theft, which will be followed up with the necessary actions / procedures.
- 7) The Hirer agrees to take all reasonable precautions to ensure the security of the Equipment during the Hire Period and charges will be made for the loss of, or damage to Equipment caused as a result of negligence by the Hirer.
- 8) Where an authorized credit account has been granted, payment by the Hirer will be received by the Owner within 30 days of the date of invoice. No variation to this will be accepted unless agreed by the Owner in writing. Where no such credit account has been granted, the Owner will be entitled to receive a deposit prior to the Hire Period commencing. The balance of this deposit will be returned after deductions have been made for charges made as a result of the hire.
- 9) Although every effort will be made to supply all Equipment at the time requested, no liability or responsibility whatsoever can be accepted for late or non-delivery. Time is not of the essence of the contract, which these conditions apply.
- 10) The Owner retains the right of access to any location where the Equipment may be for the purpose of repossessing any or all Equipment should the Hirer contravene any of these conditions, or any time the Owner sees fit. Charges arising out of such repossession will be made by the Owner as considered necessary. No liability for damage caused to the Hirer's premises or property will be accepted as a result of such repossession.
- 11) Not less than 1-week notice must be received by the Owner if the Hirer wishes the Equipment to be collected. The Hire Period will continue until the Equipment is collected by the Owner or until returned to the Owner by the Hirer. The Hirer remains responsible for the security of the Equipment until the termination of the Hire Period.
- 12) In the event of the Equipment not being available for collection when specified, or the Equipment not being required on delivery, a charge for an abortive journey will be made.
- 13) The Owner accepts no liability whatsoever for any consequential loss or damage due to or arising from the use of the Equipment, whether due to or arising from the breakdown or stoppage of the Equipment through any cause whatsoever. Unless notification is received in writing within two working days of the commencement of the Hire Period, the Equipment shall be deemed to be in good working order.
- 14) All contracts to which these conditions apply will be subject to the rulings of English Law.