



**GOLDSCHMIDT**

Smart Rail Solutions

**FS0564**

**TERMS AND CONDITIONS OF HIRE OF EQUIPMENT**

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- 1) Ownership of the equipment shall at all times remain vested in Thermit Welding (GB) Limited. The Hirer shall not sell or offer for sale assign mortgage pledge underlet or otherwise deal move or part with the equipment or transfer the benefit of the agreement to hire in any manner whatsoever without the previous written consent of the owners signed by a Director or other authorized person. The hirer shall protect the equipment against distress execution or seizure and indemnify the Owners against all losses costs charges damages and expenses by it by reason or in respect thereof.
- 2) The Hirer undertakes to maintain all equipment to a proper standard and to use only in a correct manner and for the purpose for which it was designed. The Hirer shall be responsible for all costs of repair or replacement necessitated by negligence misuse or abuse of the equipment or any other damage not attributable to fair wear and tear. The Hirer shall be responsible for any loss by theft and loss or damage by fire or accident.
- 3) In the event of damage or loss of equipment, the Hirer shall pay all costs and expenses in respect of: (i) rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Hirer's risk; and (ii) cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for rehire. Such costs and expenses shall be confirmed to the Hirer by TW, subject to supporting documentation. In addition, the Hirer will continue to pay the Charges until any repairs and or cleaning have been completed; and the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Hirer will continue to pay the Charges, until the Replacement Cost has been received by TW.
- 4) The Hirer shall allow access to the equipment at all reasonable times during the period of hire for the purpose of inspection and maintenance that may be specifically or otherwise required by Thermit Welding (GB) Limited during the continuance of the hire. Unless otherwise agreed in writing all repairs and maintenance necessary for the satisfactory working of the equipment shall be carried out by Thermit Welding (GB) Limited or its Agents from time to time appointed. The Hirer shall notify Thermit Welding (GB) Limited immediately any fault occurs or any repairs or maintenance becomes necessary for the satisfactory working of the equipment.
- 5) The Hirer shall be responsible for all costs of collection from and return to Thermit Welding (GB) Limited of all equipment hired.
- 6) All hire charges shall accrue from time of collection until time of return to the premises of Thermit Welding (GB) Limited and shall be invoiced to the Hirer at intervals to be decided by Thermit Welding (GB) Limited. All payments must be strictly in accordance with the stated terms.

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- 7) The Hirer shall indemnify Thermit Welding (GB) Limited against any or all claims arising from the use by the Hirer of any equipment hired from Thermit Welding (GB) Limited.
- 8) In the case of default by the Hirer in payment or observance of the terms of hiring then Thermit Welding (GB) Limited may, at its option, terminate the hire agreement and remove the equipment whereupon the Hirer shall immediately pay to Thermit Welding (GB) Limited all payments accrued to that date together with such amounts that Thermit Welding (GB) Limited shall decide are required to repair or reinstate the equipment.
- 9) No verbal agreements shall be considered valid if at variance with these Terms and Conditions and these Terms and Conditions can only be varied in writing signed by a Director of Thermit Welding (GB) Limited or duly authorised person.
- 10) A deposit of £5K or 20% initial hire value (whichever is the greater) shall be payable by the customer in advance of hire to cover any repair costs, claims for damages or outstanding rental payments. The deposit will be refunded after the rental property has been returned in a proper condition.

**THERMIT WELDING (GB) LIMITED · A GOLDSCHMIDT COMPANY** · 87 Ferry Lane · Rainham · Essex RM13 9YH · UK  
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