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### **TERMS & CONDITIONS OF HIRE**

1. **LETTING.** We are letting and you are hiring the equipment, together with any accessories described (the Goods) for the period of hire shown in the hire booking confirmation, upon the terms and conditions set out in this agreement including those set out in the hire booking confirmation.

2. **YOUR OBLIGATIONS.** You will:

2.1 **USE AND LOCATIONS.** Keep the goods in your possession and under your control at all times.

2.2 **INSPECTION ETC.** Permit our representative access to the Goods at all reasonable times, for the purpose of inspecting, repairing and removing the Goods.

2.3 **LOSS OR DAMAGE.** Be responsible for, and indemnify us against, loss of or damage to, or caused by the Goods whilst in your possession howsoever caused, and notify us as soon as practicable of any such loss or damage.

2.4 **PROHIBITION AGAINST SALE ETC.** Not sell, underlet or dispose of the Goods, and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach.

2.5 **RETURN.** Return the Goods at the agreed time and place to the specified shipping agent for return to us.

3. **MAINTENANCE.** So long as you observe the terms and conditions of this agreement, we shall maintain the Goods in good repair and working condition, and for this purpose we shall be at liberty to remove the Goods or any part of them for such a time as may be necessary and to replace the Goods with equipment of similar (but not necessarily identical) type, which shall be held by you on these terms and conditions. Unless we agree otherwise you will not be entitled to any abatement or refund of rental for the time of any such removal, replacement or substitution.

4. **CONSEQUENTIAL DAMAGE ETC.** We accept no responsibility for consequential loss or damage howsoever arising from the letting evidenced by this agreement unless it arises from our negligent act or default. We accept no responsibility for consequential loss or damage howsoever arising from the shipping or transportation of the Goods.

5. **BREACH.** Should you commit any breach of this agreement we may terminate the agreement and you will no longer be in possession of the Goods with our consent.

**www.outdoorhire.co.uk – The outdoor equipment hire specialists.**

Gemato Limited Trading as Outdoor Hire - 52 Parklands, Maresfield, East Sussex TN22 2HU

6. **TERMINATION BY YOU.** You have the right to terminate this agreement at any time, however unless we agree otherwise you will not be entitled to any abatement or refund. Extra carriage charges may have to be made if the Goods have to be collected.

7. **JOINT HIRERS.** Where you are more than one, each of you is separately responsible for performance of this agreement.

8. **DAMAGE.** We reserve the right to deduct such sums as required from the security deposit for damage to the Goods or the late return of the Goods to us.

9. **DISCLAIMER.** Gemato Ltd, trading as Outdoor Hire will not be liable for any death, personal injury, or loss of or damage to goods arising out of the hire of any items by them unless that death, personal injury or loss of, or damage to the goods arises directly from an act of omission on the part of the company, it's servant or agent.