



## HIRE AGREEMENT

**This Agreement is made between:**

1. **TPS Rental Systems Ltd** (Registered Number 3504172) of Building 349, Rushock Trading Estate, Nr Droitwich, Worcestershire, WR9 0NR (the “Owner”); and
2. **The Hirer** details of which are contained in the Schedule

### SCHEDULE

Agreement Number:

Hirer:		Date		
Address		Post Code		
		Telephone:		
Registered No:		Fax:		
Hirer's Contact:				
Stock Code	Equipment Description	No Units	Hire Rate per Day	Lost Equipment Charge (per unit)
U1MG	1000ltr Container			
Casual Hire <b>YES / NO</b> Circle as appropriate		Contract Period:		
Rental Payable on Signature:		<b>This Agreement must be signed on the back page</b>		
<u>Conditions of Hire</u>				
<p>Conditions of Hire are as specified in this agreement which comprises the terms below. By signing this agreement the Hirer admits it is contracting in the course of its business and agrees to conduct all transactions in accordance with the said Conditions of Hire.</p>				

1. **INTERPRETATION**

1.1 In this Agreement the following expressions have the meaning respectively assigned to them:

Definitions

- “Delivery Date” The date on which the Equipment is delivered to or collected by the Owner to the Hirer as specified in respect of that Equipment in the Schedule.
- “Hire Rate per Day” means the amount specified in the Schedule
- “Equipment” Shall mean the Equipment referred to in the Schedule and any Equipment substituted pursuant to this Agreement
- “Lost Equipment Charge” the amount per unit of Equipment specified in the Schedule
- “Rental” Means the sums payable by the Hirer to the Owner as calculated under clause 3.1.
- “Rental Payment Date” The date for payment of each Rental as specified in respect of the Equipment in the Schedule.
- “Return Date” The date so specified in respect of that Equipment in the applicable Schedule or, if later the last day of any extension thereof in accordance with clause 7.
- “Schedule” The Schedule to this Agreement above.
- “Stock Code” Means the Stock Code referred to in the Schedule.
- “Term” The period of hire commencing on the Delivery Date and ending on the Return Date unless terminated earlier in accordance with this Agreement.
- “Termination Sum”
  - 1. any Rentals due but unpaid up to the date that the Termination Sum is paid to the Owner pursuant to the provisions of this Agreement; and
  - 2. any other sums due or to become due to the Owner hereunder by reason of any breach by the Hirer of any of its obligations hereunder.

Statutory Provisions

1.2 Any reference in this Agreement to a statutory provision shall be construed as a reference to that provision as from time to time amended, varied, extended or re-enacted.

Gender

1.3 In this Agreement the singular includes the plural and the plural the singular and the neuter the masculine or feminine as the context may require.

Clause

1.4 Reference herein to a clause or Schedule shall unless otherwise specified be a reference to the corresponding clause of or Schedule to this Agreement.

2. **AGREEMENT TO LEASE/PURPOSE OF AGREEMENT**

2.1 This Agreement sets out the terms on which the Owner may let to the Hirer and the Hirer may take on hire from the Owner each Equipment as more particularly specified in the Schedule from time to time. Such hiring will be evidenced by the signature by the Owner and the Hirer on the Schedule. The Hirer hereby confirms that the persons signing the Schedule is authorised to sign Schedule on behalf of the Hirer.

2.2 The Owner shall let and the Hirer shall take on hire the Equipment for the Term upon the terms and conditions of this Agreement and in the Schedule provided that in the event of any conflict between the terms of this Agreement and the terms of the Schedule the latter shall prevail.

2.3 Delivery will be effected by the Owner to the Hirer or the Hirer’s agent at the Owner’s premises. After delivery if the Hirer requires the Equipment to be transported to a location elsewhere,

and the Owner agrees, the Owner will transport the Equipment as requested at the Hirer’s risk and the Hirer’s cost. The Owner shall have no liability whatsoever in respect of carriage and delivery of the Equipment.

3. **HIRER’S OBLIGATIONS**

Pay Rental

- 3.1 The Hirer shall:
  - 3.1.1 Pay to the Owner (to an account specified by the Owner for such purposes) the Rental on the signing of the Schedule and on their respective Rental Payment Dates in accordance with the terms of the Schedule. The Rental is calculated on a day to day basis taking into account the Hire Rate per Day, the number of units of the Equipment on hire each and every day including the day on which the Equipment is returned to the Owner. The Rental is subject to variation and the Owner may notify the Hirer of any rental variation. The new Rental will apply 7 days after the date of the written notification to the Hirer.
  - 3.1.2 Pay all amounts hereunder in full without previous demand, without any withholding or deduction except as may be required by Law and without any set off or abatement on any account whatsoever. Time shall be of the essence in respect of all payments due from the Hirer to the Owner under this Agreement. Hire of the Equipment is on a daily basis and in calculating the duration; the day of commencement and termination will be included, as will public holidays, Saturdays and Sundays.
  - 3.1.3 In the event of any Equipment on hire being lost or destroyed or transferred contrary to this Agreement it shall nevertheless continue to be included in the quantity of Equipment on hire until the Hirer has served upon the Owner notice in writing of such loss or destruction and has paid to the Owner the Lost Equipment Charge in view of the cost of recovering or seeking to recover such Equipment and lost hire revenue. No further hiring charges shall then be payable in respect of such Equipment. Such Equipment shall at all times remain the property of the Owner notwithstanding the payment of such Lost Equipment Charge. In the event that a Hirer finds or recovers any Equipment for which the Hirer has paid the Lost Equipment Charge the Hirer shall immediately notify the Owner. If such Equipment is found to be usable or repairable it shall then be deemed to be on hire to the Hirer and the Hirer shall be credited for the Lost Equipment Charge paid in relation to such Equipment less the value of daily hire charges accrued between the date the Lost Equipment Charge was paid and the date that the Equipment is deemed to be put back on hire to the Hirer, in the next invoice rendered pursuant to clause 3.1.1 above.
  - 3.1.4 Within 28 days of receiving written demand reimburse the Owner for any costs, charges or expenses paid by the Owner on behalf of the Hirer for which the Owner is not liable under this Agreement.
  - 3.1.5 The Owner reserves the right to claim interest on all sums payable hereunder under the Late Payment of Commercial Debts (Interest) Act 1998
- 3.2 The Hirer shall:
  - 3.2.1 Use the Equipment only for the purpose of the business carried on by the Hirer. The Hirer must not re-let, lend, charge or pledge the Equipment to any other party. The Hirer must not part with control of the Equipment or do any other thing which is or may be prejudicial to the Owner or jeopardise the Owner in connection with the Equipment or its use.
- 3.3 Not to deface Equipment
  - 3.3.1 The Hirer shall not deface nor suffer to be defaced the paint work and body of the Equipment.
  - 3.3.2 No sign-writing in either paint, PVC or any other substance shall be applied to the Equipment except with the prior written consent of the Owner. Where such consent has been given the Hirer shall return the Equipment on the Return Date with all such sign-writing removed and the paint work restored to its original condition.
  - 3.3.3 The Equipment is identified by the Stock Code. Neither the Hirer nor any other person shall alter or obliterate or remove or cause to be altered or obliterated or removed the paint work, the logos or the wording indicating the ownership of the Owner or its Associated Companies or other distinguishing marks.
- Not to alter the Equipment
  - 3.4 The Hirer shall not carry out any alteration or modification to the Equipment nor alter any part or parts thereof (mechanical or

otherwise), or any accessories without the prior consent in writing of the Owner.

#### Repair Equipment

3.5 The Hirer shall:

3.5.1 Accept that risk in the Equipment passes to the Hirer on delivery and keep the Equipment in good repair and condition, fair wear and tear excepted. The Hirer shall not repair, attempt to repair or cause to be repaired damaged Equipment, but shall return such Equipment to the Owner. The Hirer shall pay to the Owner the cost incurred in repairing the Equipment.

3.5.2 Not allow the Equipment to continue in use when defective or while failing to comply with any relevant statutory or other provision.

3.5.3 The Hirer shall examine all Equipment received from whatever source to ensure that they are free of defects and fit for use.

3.5.4 The Hirer shall at no time use any Equipment which is unfit for use in connection with its business or which contains a defect of which it is aware or which it ought reasonably to have discovered on examination.

3.5.5 The Hirer and its servants and agents shall not use the Equipment otherwise than in a normal and proper manner including observation of the loading limits specified for the Equipment by the Owner.

#### Indemnity

3.6 The Hirer shall:

3.6.1 indemnify the Owner and keep the Owner indemnified against such claims (including consequential and economic loss or loss of a customer or market and claims by the employees of the Hirer) in respect of any loss, injury or damage sustained as a result of the use possession or operation of the Equipment or as a result of any defect thereto or otherwise howsoever caused.

3.6.2 Take delivery of the Equipment at such time and place as may be notified by or on behalf of the Owner and agreed by the Owner and the Hirer. The Owner shall not be liable to the Hirer for any delay in delivery of the Equipment.

3.6.3 Nothing in this Agreement will exclude or restrict the Owner's liability under the law for death or personal injury arising directly from the Owner's negligence if the Equipment is involved in an accident resulting in death or personal injury for which the Owner may be held responsible the Hirer must immediately give notice to the Owner by telephone confirmed with full details in writing. The Hirer must not make any admission or otherwise accept liability to any other person or make any offer or promise of payment.

#### Access for Inspection

3.7 The Hirer will permit access to its premises and vehicles by employees or agents of the Owner at all reasonable times given prior notice and will permit inspection of the Equipment and access to records in order that the Owner may verify compliance with this Agreement. The Hirer will provide copies of records requested by the Owner.

#### Insurance

3.8 The Hirer must from the time of delivery insure the Equipment with an insurer of repute for the Lost Equipment Charge referred to in the Schedule and against claims for injury, loss or damage caused by use of the Equipment. The Owner may demand to see proof of that insurance on delivery or at any time throughout the Term. The Hirer must procure that the insurer notes the Owner's interest in the equipment and must advise the insurer that the Owner owns the equipment. The Hirer must pay all insurance premiums promptly and comply with all conditions of insurance.

#### General

3.9 The Hirer shall not assign or in any way give the benefit of this Agreement to any other party and shall ensure that use of the equipment complies with all statutory requirements and regulations in force from time to time.

#### 4. THE OWNER

4.1 The Owner will not be responsible for the carrying out of the cost of any of the following:

4.1.1 Repairs required as a result of any accident or vandalism;

4.1.2 Repairs required where a part has become worn or damaged due to abuse, misuse or neglect;

4.1.3 Repairs required as a result of misuse, neglect or abuse of the Equipment.

#### 5. CONDITIONS WARRANTIES AND EXCLUSIONS

The Owner shall not be liable to the Hirer:

5.1 in contract or in tort for loss injury or damage arising by reason of any defects in the Equipment whether such defects be latent or apparent on examination; or

5.1.2 for any statement, condition, warranty or representation made by any person, other than the Owner and those in the employ of the Owner, no other person firm or company shall have any authority, express or implied to act as agent for the Owner.

5.1.3 For the avoidance of doubt, the Owner shall in any event not be liable:

5.1.3.1 For any loss of profits suffered by the Hirer, nor

5.1.3.2 For the late or non delivery of Equipment whether or not resulting from the negligence of the Owner, its servants or agents or from another cause.

5.1.4 For any failure of the Equipment's fitness for purpose unless the intended use of the Equipment is expressly stated in the Schedule.

5.2 The obligations of the Owner under this Agreement are conditional upon the Hirer having complied with all its obligations under this Agreement. Without prejudice to any other right or remedy of the Owner, if at any time the Hirer has failed to pay any monies due under this Agreement or is otherwise in breach of this Agreement the Owner shall not be bound to perform any of its obligations under this Agreement unless and until such payment has been made or such breach remedied but such non-performance shall not, of itself, be described to constitute termination of this Agreement by the Owner.

5.3 Neither the Owner nor its agents shall be liable for any loss or damage arising out of any fault or defect in the Equipment or the use to which it is put, or for any loss or damage of a special or consequential nature howsoever arising, and for the purpose of this clause such special or consequential damage shall include (without prejudice to the generality thereof) any loss of profits, goodwill, income or business of whatsoever kind.

5.4 Nothing in this Agreement excludes or limits the liability of the Owner for death or personal injury caused by the Owner's negligence or for any matter which it would be illegal for the Owner to exclude or attempt to exclude its liability.

5.5 The Owner's total liability for damage to tangible property resulting from the Owner's negligence shall be £1m.

5.6 The Owner's total liability in contract, tort or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Rental by the Owner received in the twelve months preceding the date on which the claim arose.

#### 6. DEFAULT AND TERMINATION

The Owner or the Hirer will be entitled to terminate this Agreement immediately on service of notice in writing on the party to that effect at any time in any of the following circumstances:

6.1.1 If the Hirer has suppressed any information material to the information contained in this Agreement or made any untrue statement on which the Owner may have relied.

6.1.2 If any sum due under this Agreement whether by way of Rental or otherwise is not paid on its due date for payment and the Hirer fails to pay the same within 14 days of receipt by the Hirer of a notice from the Owner requiring the same to be paid.

6.1.3 If the Hirer commits any other material or persistent breach of its obligations under this Agreement which in the case of a breach capable of remedy remains unremedied 14 days after receipt of a notice from the Owner specifying the breach and requiring the same to be remedied.

In any such event the Owner may take possession of the Equipment.

6.2 The Agreement will terminate immediately upon the occurrence of any of the following events:

6.2.1 If the Hirer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Hirer ceases to trade.

6.2.2 If any Officer of any Court or if any other person lawfully and with just cause takes any steps towards seizing, attaching,

- sequestrating or impounding the Equipment or if the Landlord of any premises whereof the Hirer is a tenant lawfully and with just cause takes any steps towards levying distress upon those premises or if the Equipment is in any circumstances in fact seized, attached, arrested, sequestrated, impounded or distrained upon.
- 6.2.3 If the Hirer takes any step towards attempting to sell the Equipment or parts with possession of the Equipment or takes any step which tends prejudicially to affect the ownership or the rights of the Owner in the Equipment.
- 6.2.4 If either a petition to wind-up the Hirer is presented to a Court or enters liquidation (whether voluntary or compulsory) except a solvent voluntary winding up for the amalgamation or reconstruction of a solvent company or has an Administrator or a Receiver or a Receiver and Manager appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986),
- 6.2.5 If during the Term or extension there shall occur any material change in the ownership or control of the Hirer or if the Hirer shall cease to be a subsidiary (within the meaning of Section 736 Companies Act 1985) of the Company or Corporation of which it is a subsidiary (as therein defined) at the date hereof if any.
- 6.2.6 If the Hirer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.
- 6.3 On termination of the letting of the Equipment under this clause 6 the Hirer shall pay to the Owner by way of agreed and liquidated damages on the effective date of termination a sum equal to the Termination Sum and the provision of clause 6.4 below shall apply.
- 6.3.1 The Hirer acknowledges and agrees that the Owner shall not be required to give credit to the Hirer for the value of any proceeds of sale of the Equipment if the Equipment is recovered by the Owner and sold following such default termination but the Hirer shall indemnify and keep the Owner indemnified (in addition to its obligations under the preceding provisions of this Clause 6.3) against any loss, cost or expense incurred or suffered by the Owner as a result of the Hirer's failure to deliver up the Equipment to the Owner following termination of this Agreement as required by the terms of this Agreement.
- 6.4 General Termination Terms
- 6.4.1 At the expiration of the Term the Hirer shall at the Hirer's own expense and risk deliver up the Equipment in good repair and working order to the supplying retailer or as otherwise directed by or on behalf of the Owner. The Equipment will be inspected and a condition report will be prepared which shall be signed by or on behalf of the Hirer. The Hirer shall indemnify the Owner against all costs and expenses incurred in rectifying any damage or defect which exceeds that which is registered as Fair Wear and Tear. Failure by the Hirer to sign the condition report shall not preclude the Hirer from performing the obligations contained in this clause 6.4.2. The omission from such condition report of any damage to or defect in the Equipment which cannot be reasonably discovered at the time such report is prepared shall not preclude the Hirer from having to make good such damage or from indemnifying the Owner for and against the costs and expenses incurred in rectifying such damage. The Owner for the purposes of retaking possession of the Equipment will have the right to enter any premises in the occupation of or under control of the Hirer.
- 6.4.2 If at the expiry or sooner determination of the Term the Equipment shall be delivered up by the Hirer in a condition not consistent with the performance of the Hirer's obligations under this Agreement the Owner shall be entitled but without prejudice to any other rights or remedy of the Owner hereunder to effect or cause to be effected repairs forthwith and the Hirer shall reimburse the Owner the cost thereof forthwith upon demand. If the Hirer retains the Equipment after the end of the Term in order to repair the Equipment or for any other reason this Agreement shall continue to remain in force and Rentals shall continue to be payable until the Equipment is physically returned to the Owner or its nominated agent but no such renewal shall, unless the provision of clause 7 apply, constitute any renewal of the Term or waiver of any prior breach by the Hirer or other terminating event.
- 6.5 Notice to return equipment
- 6.5.1 In addition to all other rights of termination the Owner may at any time serve notice on the Hirer to return all Equipment. The Hirer shall then within 30 days of the date of service of the notice, or such longer period as may be specified in the notice, return to the Owner all Equipment on hire on the date of service of the notice or any later date specified in the notice.
- 6.5.2 Any expenses incurred by the Owner in repossessing the Equipment or in recovering possession of the Equipment as a result of the Hirer's breach of this Agreement shall be forthwith reimbursed by the Hirer to the Owner.
- 6.5.3 If the Hirer returns less than the quantity of Equipment on hire, the Lost Equipment Charge pursuant to clause 3.1.3 shall become immediately due from the Hirer.
- 6.5.4 The Hirer shall remain responsible for the return to the Owner of Equipment not returned and such Equipment shall at all times remain the property of the Owner, notwithstanding the payment of the Lost Equipment Charge pursuant to clause 3.1.3. In the event that the Equipment is subsequently returned to the Owner, in lieu of the Lost Equipment Charge the Hirer shall be liable to pay the Owner a charge for the period from the end of the specified period to the date of return of the Equipment to the Owner at the hire rate applicable immediately prior to the service of the notice by the Owner under this clause.
- 6.6 The Owner shall be entitled to enter premises or vehicles where Equipment are believed to be situated and to recover Equipment without being responsible for any unavoidable damage so caused. Any expense reasonably incurred by the Owner in recovering possession of Equipment shall immediately be reimbursed by the Hirer to the Owner.
- 6.7 The Hirer shall not be entitled to any damages or compensation from the Owner for any loss suffered whether directly or indirectly by reason of termination by the Owner of the Agreement under this clause, or the consequences of such termination.
7. **EXTENSION OF HIRE**
- 7.1 The Owner must be notified in writing of the Hirer's requirement to extend the Term beyond the original Return Date at least 28 days prior to the expiry of the original Term and such an extension is subject to the written consent of the Owner.
- 7.2 In the event that the Hirer does not return the Equipment and does not request an extension in accordance with clause 7.1 the Term shall extend for rolling periods of one month.
8. **APPROPRIATION AND LIENS**
- 8.1 If any payment received by the Owner from the Hirer is insufficient to discharge all sums due from the Hirer to the Owner under this Agreement the Owner may appropriate such payment made by the Hirer to any of such sums due from the Hirer to the Owner as the Owner thinks fit.
- 8.2 The Hirer shall not permit nor suffer any lien or encumbrances to arise in respect of the Equipment. The Owner may (but shall not be obliged to) discharge any lien or encumbrance arising in respect of the Equipment in which event the Hirer will forthwith on demand repay the Hirer any sum paid by the Owner to obtain such discharge. The Hirer will also forthwith on demand pay any expenses which the Owner may have incurred in order to obtain such discharge.
9. **NOTICE AND GENERAL PROVISIONS**
- 9.1 A Notice under this Agreement must be in writing and unless the receiving party acknowledges receipt is valid if (and only if) it complies with the provisions of this clause.
- 9.2 The Notice must be given by hand or sent by pre-paid first class post or facsimile transmission.
- 9.3 A Notice to the Hirer may be served at the registered office of the Hirer, at the address shown in this Agreement if different, or an alternative address specified in a Notice given by the Hirer to the Owner referring to this clause. A Notice to the Owner must be served at the address for service specified herein or such other address as notified to the Hirer for such purpose.

- 9.4 A Notice sent by post is to be treated as served on the third day after posting whenever and whether or not it was received and a Notice sent by facsimile is to be treated as served when despatched on an ordinary working day.
- 9.5 In proving the service of any Notice it will be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post or delivered or left at the address if delivered personally and in the case of a facsimile that such facsimile transmission was duly despatched to the facsimile number of the addressee and a clear confirmation of transmission is confirmed.
- Waivers**
- 9.6 No failure or delay by either party in exercising any right or remedy hereunder or confirmed by fax shall constitute a waiver thereof or of any breach of any provision of this Agreement nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- Force Majeure**
- 9.7 The Owner shall not be deemed in breach of its obligations under this Agreement or otherwise be liable to the Hirer for any delay in performance or non-performance of any of the Owner's obligations hereunder caused by circumstances beyond its reasonable control (including, without limitation, any strike, lock-out or other form of industrial action or trade dispute of its own or any third party's employees).
- These terms of hire to replace others
- 9.8 These Terms of Hire shall replace other Terms of Hire, if any, previously in force.
- Inducements**
- 9.9 Both parties warrant that they have not been induced to enter into this Agreement by any representation of the other party other than those reduced to writing in this Agreement.
- VAT and Tax**
- 9.10 Any sum shown in this Agreement as being payable by the Hirer is exclusive of VAT and all other tax and the Hirer shall pay any VAT or other tax which may be chargeable in addition to any such sum.
- Title to the Equipment**
- 9.11 Nothing herein contained shall be construed to imply that title to the Equipment or any of them will or may pass to the Hirer at any time and the Hirer will not deal with the Equipment in any way inconsistent with the ownership of the Owner.
- 9.12 The Hirer shall not purport to be the owner of the Equipment and shall not allow to exist any lien on the Equipment and shall not purport to sell the Equipment or sub-let or part with the possession or control thereof and shall not assign mortgage pledge lend or otherwise deal with the Equipment.
- 9.13 The Owner shall forthwith notify the Owner in writing in the event of the Equipment being seized under any distress, execution or other legal process.
- Miscellaneous Provisions**
- 9.14 No amendment or modification to this Agreement will be effective or binding unless it is in writing signed by both parties and refers to this Agreement.
- 9.15 The Hirer may not assign, sell or charge this Agreement or otherwise deal with all or any of its rights hereunder.
- 9.16 The rights of the Owner under this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under the general law. Any defective or partial exercise or failure to exercise any such right shall not preclude any other or further exercise of that right or any other right.
- 9.17 Any termination of this Agreement howsoever occasioned shall be without prejudice to any other rights or remedies which the Owner may have and shall not affect any accrued rights which the
- Owner may have or accrued obligations which the Hirer may have nor shall it affect the coming into force nor the continuance in force of any provision of this Agreement which is expressly of by implication intended to come into or continue in force on or after such termination.
- 9.18 The Owner may disclose details of this Agreement for any purpose connected with the Owner's business.
- 9.19 If any provision of this Agreement (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 9.20 This Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter.
- 9.21 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 9.22 The Hirer shall ensure that the terms of its order, the Schedule and any applicable specification are complete and accurate and is in no way reliant on any quotation or specification provided by the Owner.
- No Representations**
- 9.19 Any binding representation on behalf of the Owner concerning the Equipment or the hiring of them under this Agreement can only be made in writing by a duly authorised official of the Owner.
- Law**
- 9.20 This Agreement shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
- 10 DELIVERIES PRIOR TO COMMENCEMENT OF TERM**
- 10.1 If, with or without the consent of the Owner, the Hirer takes delivery of a Equipment intended to be leased hereunder from the manufacturer or supplier thereof prior to the Hirer executing a Schedule in respect of that Equipment then, if the Hirer does not enter into a Schedule in respect of that Equipment within 28 days after delivery of such Equipment to the Hirer, the Hirer shall on receipt of the Owner's first written demand:
- 10.1.1 pay to the Owner the Rental from the date such early delivery was made.
- 10.1.2 acknowledge that this Clause 10 shall be binding on both parties with effect from the date of signature of this Agreement.



Accepted for and on behalf of the Hirer	
Name (print):	Position:
Date:	Signature:
Accepted for and on behalf of TPS Rental Systems Limited	
Name (print): Rob Pearce	Position: Managing Director
Date:	Signature: