



TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

1. General:

The terms and conditions set out below shall be the basis of all Contracts of Hire with Blue Tuna which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by Blue Tuna on the basis of such Rental Agreement.

2. Definition:

In these terms and conditions Blue Tuna means Blue Tuna Limited. whose principal place of business is 19 Fitzjohn Avenue, Barnet, Herts. EN5 2HH UK The hirer shall mean any person, persons or body corporate entering into a rental agreement with Blue Tuna for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with Blue Tuna subject to any addition or amendment which shall be in writing and ratified by a Director of Blue Tuna.

3. The Period of Hire:

(i) The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Blue Tuna) and shall terminate when equipment is returned to Blue Tuna and receipt given. It is the responsibility of the hirer to obtain such receipt for the return of equipment which will represent sole evidence of the return of equipment to Blue Tuna.

(ii) Where equipment is delivered or collected by Blue Tuna such delivery or collection is at the hirer's risk and expense and the hirer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves Blue Tuna's premises until it is returned to Blue Tuna's premises whether or not the equipment is being delivered or collected by Blue Tuna or is in the custody of Blue Tuna, it's directors, servants or agents.

4. Equipment:

The hirer will satisfy himself on taking possession of all equipment that it is in good working order and in undamaged condition. The hirer's signature on the rental agreement will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the sub standard condition or working of the equipment must be referred to Blue Tuna and (if the rental is to proceed) a note endorsed on the Rental Agreement to be countersigned by Blue Tuna.

All equipment on hire remains the absolute property of Blue Tuna.

(c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of Blue Tuna is first obtained.

In the event that the hirer intends to take equipment out of the main land of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from Blue Tuna who may at their sole discretion vary the terms of the rental.

5. Damage or Loss to Equipment Hired:

(a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify Blue Tuna in respect of any loss or damage howsoever caused whilst in the hirer's possession.

All damage or loss will be notified to Blue Tuna immediately (or as soon as practicable) following which the goods must be returned to Blue Tuna for repair or replacement should repair be uneconomic. The hirer may carry out repairs to the damaged equipment with the express consent of Blue Tuna and shall otherwise make no attempt to examine diagnose repair or remove the out casing of the equipment hired

The hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification



In the event of loss or damage to equipment the period of hire will without further reference to the hirer extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made whether or not such period extends beyond that of the original rental agreement

6. Liability:

(a) Blue Tuna shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non functioning equipment during the period of hire. Blue Tuna will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment

The hirer will indemnify Blue Tuna at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired

In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter Blue Tuna shall have no liability whatsoever in respect of the loss damage or imperfection of any such material and the hirer will be fully indemnify Blue Tuna in respect of any such claims by a third party.

7. Rental Fees:

(a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.

(b) Blue Tuna reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement

(c) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of Blue Tuna up to thirty days after the date of any invoice subsequently issued.

(d) Blue Tuna reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.

Where the hirer is a body of corporate registered in the United Kingdom Blue Tuna may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify Blue Tuna in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company.

8. The Company's Insurance:

Where in exceptional circumstances the company is prepared to effect insurance on the customer's behalf, the customer must be in receipt of written confirmation from the company prior to the commencement of hire validating this agreement. In the absence of such written confirmation, the customer shall not assume that the company is providing insurance on the customers behalf and shall be fully liable for all and any loss or damage whatsoever to the equipment including but not limited to, the full replacement value of the equipment, the full cost of repairing any damage and the continuing hire charges. It must be noted that the customer is required to pay the first £5000 of any loss and that while the cover which the company can effect represents the maximum cover available on a general basis under present conditions, the customer will nevertheless remain liable for additional hire charges and for all risks of loss or damage which are not covered by Blue Tuna's insurance policy (e.g. terrorism, war risks, hazardous activities etc.) Full details of Blue Tuna's insurance policy can be supplied on request.

A charge will be made by the company to the customer in respect of such insurance. The customer undertakes to make full disclosure of all material circumstances affecting such insurance (for example overseas or hazardous or abnormal use or use which may expose equipment to the elements of use involving non-scheduled aviation) and undertakes not to do or omit to do anything which would have the effect of invalidating such insurance. Any such disclosure must be made or confirmed by letter sent to the company by recorded delivery to reach it in sufficient time for the underwriters to be consulted. Consequential loss of any nature is specifically excluded and equipment is not insured in unattended vehicles full details of the cover provided with terms, exceptions and conditions of the policy shall be made available by the company at the customer's request.



9. Late Returns.

Equipment returned late will be charged at the single agreed daily rate for each 24 hours or part thereof, irrespective of any reduction or discount that may have been negotiated on the original booking.

10. Cancellation/Curtailment.

If notice of cancellation or curtailment of booking is received by the company 24 hours or less notice, then the booking will be charged at the full rate. Similarly, bookings cancelled at 48 hours or less will be charged at 50% of the rate and 72 hours or less 25% of the rate.

11. Payment:

Payment for hire goods ordered shall be made at the time of delivery unless the customer shall have been granted a credit account. Such facility shall have been agreed by Blue Tuna in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period. In the absence of any specific credit period the invoice shall be construed to express a maximum period of thirty days.

Blue Tuna reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 2.5% per month on any outstanding balance accruing.

(c) Where an order made by customers is accepted by Blue Tuna and a deposit is paid over by the customer and such sum is agreed between the parties, Blue Tuna reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.

I confirm that all details given in the application and are true and complete. I also confirm that I have read and retained a set of the terms and conditions governing this agreement as set out on pages 1, 2, 3 & 4.

Signature.....

Print name.....

For and on behalf of.....

Date.....