



HIRE AGREEMENT - CONDITIONS OF HIRE

The hirer agrees to accept the hiring in accordance with the term of this agreement set out on both sides of this form.

1. Prior to the execution of this agreement the hirer covenants and agrees:
 - a) That he/she thoroughly examined the goods and has satisfied himself/herself as to its condition and suitability for his/her purpose.
 - b) That the goods are in good order and condition.
2. Phoenix, its employees, servants and agents and contractors shall not be responsible for or incur any liability whatsoever in respect of any loss (including loss of profits), damage, injury (whether to persons or property) or death or breach of statutory duty caused by or arising out of or in consequence of either of the following:
 - a) The hire of the goods by the customer
 - b) Any act, omission or default whether negligent or reckless of Phoenix, its employees, servants, agents or contractors.
3. That except for such conditions and warranties as are required by law no condition, warranty or representation is given by phoenix whether in relation to the conditions, quality, safety or suitability of the goods and any express or implied condition is hereby excluded to the maximum extent permitted by law.
4. The hire hereby agrees to indemnify and save harmless Phoenix from all claims, demands, rights, causes of action, loss or costs incurred by Phoenix, caused by, arising out of or in consequence of the hire of the goods by the hirer.
5. The hirer covenants and agrees with Phoenix as the following:
 - a) To pay Phoenix the hiring fee of all deductions notwithstanding any defect or breakdown of the goods.
 - b) To maintain the goods in good order and repair and at the expiration of the period of hire to deliver the goods in like condition to Phoenix.
 - c) To indemnify Phoenix against any damage to the destruction of the goods and accessories however caused.
 - d) To keep the goods under the hirer's personal control and not to purport to sell, dispose of or encumber the same.
 - e) In the event that the hirer retains the goods beyond the expiration of the hire period, to pay phoenix by way of liquidated damages an amount equal to the hiring fee for each period of use or part thereof that the goods are so retained.
 - f) Time shall be of the essence of the hirer's obligations pursuant to this contract and no waiver by phoenix of any breach of this agreement shall be waiver of a continuing or recurring breach.
 - g) That no insurance is affected by phoenix for the benefit of the hirer.
 - h) Any person executing this agreement on behalf of a hirer shall be deemed to have authority to bind the hirer and the hirer shall be estopped by denying such authority.