

## **Taylor Instrument Services**

### **(TERMS AND CONDITIONS OF EQUIPMENT HIRE)**

Equipment is hired out by the Company only on the terms and conditions stated herein not with standing any terms on the Customer's order.

#### **1. Definitions**

- The "Company" shall mean Taylor Instrument Services Ltd.
- The "Hirer" shall mean the organisation accepting the Company's quotation (whether written or oral) embodying these conditions.
- The "Equipment" shall mean instruments or services covered by the purchase order.

#### **2. Responsibility**

- The Hirer shall maintain the equipment properly and be responsible for, and notify Taylor Instrument Services Ltd of any loss or damage to the equipment.
- The Hirer shall ensure that the equipment is returned to the Company before or at the end of the hire period. Late return of the equipment may incur a financial penalty at the discretion of the Company.

#### **3. Insurance**

- The Hirer shall insure the equipment at full replacement value (current list price) whilst it is in their custody. Equipment should be insured against fire, theft, accidental damage and all risks that can normally be insured including third party liability.

#### **4. Indemnity**

- The Hirer shall indemnify the Company against all claims, demands and costs arising out of any damage, loss, injury or death caused to any person or property as a result of the presence or use of the equipment.

#### **5. Misuse of the equipment**

- The Hirer must use the equipment for the purpose for which it was intended.
- No responsibility can be taken by the Company for the performance of the equipment if it is not used for the purpose for which it was intended.

#### **6. Documentation**

- If applicable, an operation manual will be supplied with the equipment
- All Taylor Instrument Services Ltd documents are strictly confidential and cannot be used for any purpose other than in connection with Taylor Instrument Services. All rights here to are reserved and no documents can be copied or distributed in part or in whole without specific permission in writing from Taylor Instrument Services Ltd. The Hirer specifically agrees not to reproduce the specified equipment for sale or use.

#### **7. Ownership**

- The Equipment shall at all times remain the property of Taylor Instrument Services Ltd
- The Hirer shall not sell the equipment or part with possession of it or do anything else which conflicts with the Company's exclusive ownership of the equipment.

#### **8. Warranties**

- In the event of failure of the equipment, within the hire period, it will be replaced subject to availability provided the failure of the equipment has not been caused by misuse by the Hirer.
- In the event that replacement equipment is not available the hire fee shall be refunded in full and there shall be no other liability of the company.

#### **9. Governing Law**

- These Terms and Conditions shall be governed by the laws of England and both the Hirer and Taylor Instrument Services Ltd submit to the jurisdiction of the English courts.