



CHILTERN RANGERS TERMS AND CONDITIONS OF TOOL AND EQUIPMENT LOAN

1. DEPOSIT

- 1.1 If a deposit is required it must be paid in advance of the Customer loaning the Goods.
- 1.2 The deposit shall not be deemed to be made until Supplier has received the payment by cheque which will be returned to Customer or destroyed by Supplier when goods have been returned undamaged and fit for future use.

2. RISK TITLE AND INSURANCE

- 2.1 Risk in the Loan Goods and any Products will pass immediately to the Customer when they leave the physical possession or the control of the Supplier.
- 2.2 Risk in the Loan Goods will not pass back to the Supplier from the Customer until the Loan Goods are back in the physical possession of the Supplier.
- 2.3 Title in the Loan Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Loan Goods except that they are lent to the Customer.
- 2.4 The Customer must not deal with the title or any interest in the Loan Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exerting a lien and/ or lending.

3. DELIVERY, COLLECTION AND SERVICES

It is the responsibility of the Customer to collect the Loan Goods from the Supplier. If the Supplier agrees to deliver the Loan Goods to the Customer it will do so at its standard delivery costs.

4. CARE OF HIRE GOODS

- 4.1 The Customer shall not interfere with the Loan Goods, their working mechanisms or any other parts of them and take reasonable care of Loan Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer and notify the Supplier immediately after any breakdown, loss and/or damage to the Loan Goods;
- 4.2 The Customer shall take adequate and proper measures to protect the Loan Goods from theft, damage and/or other risks.
- 4.3 Where the Loan Goods require fuel, oil and/or electricity the Customer shall ensure that the proper type is used.
- 4.4 The Loan Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition (everyday grime excepted) together with all insurance policies, licences, registration and other documents relating to the Loan Goods.

5. BREAKDOWN

The Customer shall be responsible for all expenses, loss of use by Supplier and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Goods.



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6. LOSS OR DAMAGE TO THE LOAN GOODS

6.1 If the Loan Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear the Customer shall be liable to pay the Supplier for the cost of any repair and/ or cleaning required to return the Loan Goods to a condition fit for re-loan until such repairs and/or cleaning have been completed.

6.2 The Customer will pay to the Supplier the replacement cost on a new for old basis of Loan Goods which are lost, stolen and/or damaged beyond economic repair during the Loan Period.

7. TERMINATION BY NOTICE

If required for the Supplier's own use the Supplier shall be entitled to ask for the return of the goods at any time giving not less than 24 hours' notice.

8. LIMITATIONS OF LIABILITY

8.1 Unless the Customer deals as a consumer within the meaning of s12 of the Unfair Contract Terms Act 1977:

8.2 Any defective Loan Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Loan Goods.

8.3 The Supplier shall have no Liability to the Customer if the deposit monies due in respect of the Loan Goods and/or the Service have not been paid in full by the due date for payments.

8.4 The Supplier shall have no Liability for additional damage, loss, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Loan Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

8.5 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no liability to the Customer.

8.6 The Supplier shall have no liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

9. The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any events outside the Suppliers reasonable control including but not limited to acts of God, war, flood, fire, labour/disputes, strikes, subcontractors, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance. If the Supplier needs the use of the particular tools/equipment for a paid job on the same day, they have the right to change the agreement. The Supplier will endeavour to give the



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customer as much notice as they are able to do, but cannot guarantee that goods available for lending pro bono will always be available on the day requested.

10.1 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to exclusive jurisdiction of the English courts.

10.2 It is the Customers responsibility to ensure that everyone who uses the Loan Goods is properly instructed on how to use them safely and correctly and they have all the instructions the Supplier has supplied and that the Loan Goods are not misused.

10.3 A Customer who is not familiar with the correct use of or handling of the tools and equipment they are borrowing is strongly advised to contact the Supplier who will signpost them to a recommended Health and Safety video.