



The Versatile Flooring Company

Magnum Shear Instructions

The Magnum Shear Instruction Manual & Terms & Conditions of Use

PLEASE READ BEFORE USE



The Versatile Flooring Company

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The Versatile Flooring Co. Ltd Conditions of Hire and Sale

1. General

1. Definitions

The contract is for the hire of Magnum X20 shear, and the parties to the Contract are:

- 1.1 The "Hirer" and, where the Hirer is not an individual acting in person, the company detailed on the invoice.
- 1.2 THE VERSATILE FLOORING Co. LTD (registered No. 2926489) with registered offices at 35 Paul Street, London, EC2A 4UQ ("VERSATILE").

2. Extent of Contract and Cancellation

The Contract is not assignable and is effective when VERSATILE accepts the Hirer's detailed order. VERSATILE reserves the right to charge for cancellation.

3. Termination

VERSATILE may terminate the Contract and repossess equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.

4. Ownership of Equipment and Goods Equipment hired remains the property of VERSATILE at all times. Ownership of Goods purchased transfers only when full payment is received by VERSATILE.

2. Hire Charges

1. Basis of charging

The stated hire charges overleaf are for the duration of the Contract and include Saturdays, Sundays and Public Holidays.

2. Transport charges

Delivery and collections including attempted calls are chargeable.

3. Time for payment and VAT

The Hirer will pay all monies outstanding, including VAT, on demand (interest on amounts overdue is at Lloyds Bank base rate plus 4%) and will be liable for reasonable legal charges incurred by VERSATILE in the recovery of amounts due, Equipment and/or Goods.

4. Deposits

Deposits are set by VERSATILE at amounts reasonably required and will be offset against any monies due. Deposit balances are refunded upon return to VERSATILE of Equipment in good condition. Balances of deposits paid by cheque will be refunded by cheque issued within 7 business days.

5. Credit and debit card transactions

Where the Hirer has provided credit or debit card details, with a subsequent payment shortfall, VERSATILE may insert and present for payment the balance due. Part payments by credit or debit card may also be processed by VERSATILE at interim stages of the Contract.

6. Loss of Equipment, cleaning, resharpening and damage repair

VERSATILE may treat Equipment unavailable for inspection after reasonable notice as lost and levy a penalty charge against the Hirer for Equipment replacement and revenue loss. The Hirer will pay for required cleaning or resharpening and except where appropriate conditions in 3(a) or 3(b) apply breakages, damage repair and/or Equipment loss. Hire charges accrue until full settlement is made.

3. Hirer's Responsibilities

1. Inspection and receipt of Equipment and Goods

The Hirer will sign to acknowledge receipt at delivery/handover. Shortages must be agreed and noted on the Contract/delivery document. Equipment defects should be reported to VERSATILE as soon as possible.

2. Delivery/collection of Equipment and Goods

The Hirer will provide adequate delivery and collection access. Equipment transported in the Hirer's own vehicle is at the Hirer's risk.

2. Security of Equipment

The Hirer accepts responsibility for Equipment security until its collection by or return to VERSATILE and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.

4. Safe use of Equipment and breakdown procedure

The Hirer is responsible for the safe and correct operation of Equipment (conforming with relevant legislation and the VERSATILE operating and safety instructions supplied) by persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer will immediately notify VERSATILE of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-VERSATILE equipment used in conjunction with or attached to Equipment also conforms with safety requirements.

5. Return or collection of Equipment

The Hirer may arrange for the return or collection of Equipment with any VERSATILE outlet during normal business hours and when Equipment has been returned or collected VERSATILE will issue a return note. The Hirer will remain liable for on-going hire charges until such return note has been issued. When the Hirer requests collection of Equipment VERSATILE will issue a 'collection reference number' in acknowledgement, the Hirer remaining responsible for Equipment until actual collection.

6. Lost or stolen Equipment

Under condition 3(b) the Hirer agrees to insure Equipment on a full replacement basis against the risks of loss and theft and on demand to pay to VERSATILE any insurance claim proceeds. This liability is without prejudice to any VERSATILE rights under the Contract. Replacement equipment purchased with insurance claim proceeds is the property of VERSATILE.

4. Versatile's Responsibilities

1. Hire rates

VERSATILE will maintain the agreed hire rates for the duration of the Contract.

2. Safety and operating instructions

VERSATILE will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.

3. Testing and inspection of Equipment

VERSATILE will comprehensively test all electrical equipment before commencement of hire. Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if Equipment needs to be recovered from the Hirer for such purposes VERSATILE will substitute items of similar specification.

4. Delivery and collection

Following the Hirer's request, VERSATILE will endeavour to deliver or collect Equipment during the next business day, wherever possible.

5. Returned Goods

VERSATILE will arrange an appropriate credit where the Hirer returns in unused condition Goods sold for use with Equipment.

6. Limitation of liability

The liability of VERSATILE for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment and/or Goods, unsuitability, breakdown, stoppage or lawful repossession. Subject to the above VERSATILE will be liable for negligence or error in the performance of its obligations under the Contract.

Data Protection

The information you provide will be held in accordance with the Data Protection Act 1998 and will be used by VERSATILE and its trading divisions.

Disclaimer

Please note that all persons using this Magnum shear do so at their own risk. The person/s or company hiring this equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse or reckless use. These guidelines are for the safety of all people using this equipment, and it is the sole responsibility of the hirer to ensure they are fully adhered to at all times. Our Company cannot accept any responsibility for any injury caused to anyone using this equipment.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that whilst in my care I am fully responsible for the inflatable and will pay for any loss or damage that may occur.

I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS LISTED ABOVE

HIRE DATE _____