

Equipment Rental Agreement



To make this agreement easier to read and understand, the words 'you', 'yours' and 'the Hirer' refer to the Customer and 'we', 'us', 'our' and 'the Owner' refer to Eco Track & Access Ltd. This hire agreement is subject to our full terms and conditions, available on www.ecotrackway.co.uk

The Customer	Customer No:	Agreement No:	Date:
	Name:		
('You', 'Your;)	Company Registration No:	Years in business:	
	Address & Postcode:		
	Telephone:		
'We', 'Us'	Business Type:		
	Eco Track & Access Ltd Eco Building, Geoff's Drive Walton New Road Business Park Leicestershire, LE17 5RD 01455 553700 sales@ecotrackway.co.uk		
Ecology	We recommend the use of geotextile. On sensitive and important grass areas, geotextile <u>must</u> be used.		
Equipment	Eco Terra-Tech:		
	Geotextile: Ramped Edges: A B C D		
Premises	Installation address & postcode:		
	Contact Name:	Contact Tel:	
	Contact Email:		
Rental Period Dates	Year One	Year Two	Year Three
	Install Date:	Install Date:	Install Date:
	Collect Date:	Collect Date:	Collect Date:
Service Req'd	* To hire, delivery, installation, uplift and return transport (* delete if not required)		
Duration	Pricing in this agreement is subject to a year(s) contract		
Pricing	All for the sum of: £ +VAT £ +VAT £ +VAT		
	Temporary roadway: 5mph on the flat. 3mph on inclines		
Insurance	Insurance for the above equipment is the responsibility of the customer. Eco Terra-Tech @ £20 per panel. Ramped edges @ £30 per A & B and £15 per C & D		

We agree to the above and also to abide by the terms of business specified on page 2 of this agreement.

Signed by an authorised signatory on behalf of the Customer	Accepted by an authorised signatory on behalf of Eco Track & Access Ltd
Signed:	Signed:
Name:	Name:
Position:	Position:
Acceptance Date:	Acceptance Date:

Trackway | Walkway | Hardstanding | Ground Protection | Carpet

Eco Track & Access Ltd., Eco Building, Geoff's Drive, Walton New Road Business Park, Leicestershire, LE17 5RD
T: +44 (0) 1455 553700 | Mob: 07703 642665 | Email: sales@ecotrackway.co.uk | www.ecotrackway.co.uk



All or any of your order cannot be supplied until this Rental Agreement has been completed in full and signed.

To make this agreement easier to read and understand, the words 'you', 'yours' and 'the Hirer' refer to the Customer and 'we', 'us', 'our' and 'the Owner' refer to Eco Track & Access Ltd. This hire agreement is subject to our full terms and conditions, available on www.ecotrackway.co.uk

1. THE AGREEMENT

These terms and those over the page make up the whole Agreement between you and us. Under the Agreements you agree to hire the Equipment from us for the period of periods set out over the page.

1.1 The start of the Agreement and its length is when the Equipment leaves our premises to when the Equipment is returned to our premises.

1.2 Ending the Agreement

(a) This Agreement is ended after the Rental Period. We may end this Agreement at once if you are in default (see Clause 7)
(b) When the Agreement ends, the Equipment must have been collected and returned to us. We may take the Equipment back at any time after the Agreement ends and may enter your premises to do this.

2. THE EQUIPMENT

2.1 Delivery and installation if required

We will arrange to deliver and if required install the Equipment at the premises. If the Equipment is delivered before the Acceptance Date you must treat the Equipment as if this Agreement had started.

2.2 Acceptance

If you do not inform us immediately in writing about any shortages of delivery, you will have accepted the Equipment in full.

2.3 Guarantees

You have the benefit of all guarantees that the manufacturer gave us. No other guarantees are given.

3. YOUR PAYMENTS

3.1 When to pay

You must pay in full in advance on signing the Rental Agreement; you must pay the Rental Payments even if you are not able to use the Equipment.

4. INSURANCE

You must fully insure the Equipment for its full replacement value for our benefit. You confirm that you have insured the Equipment by signing below. If you do not wish to insure the Equipment yourselves, you must inform us in writing and we will arrange insurance for you. Your Rental Payment will be increased to include the cost of insurance.

5. CANCELLATION CHARGES

The hirer may terminate the Agreement with the Owner at any time before commencement of the hire period by serving written notice to the Owner at the Owner's address and subject to payment of the Owner's charges set out in the Owner's standard terms and conditions for sale and hire, which are available on request and also found on www.ecotrackway.co.uk

6. YOUR DUTIES

As long as this Agreement lasts you must:

- (a) make all payments in full and on time;
- (b) pay for any loss of or damage to the Equipment and for any repair needed;
- (c) fully insure the Equipment for its Replacement value;

- (d) not move the Equipment or make any changes to it without our permission;
- (e) not deal with the Equipment or with the benefit of this Agreement in any way;
- (f) use Temporary roadway and hardstanding mph max of flat surfaces 3mph max if slightly sloping (max gradient 3 tonne/wheel)

7. DEFAULT

We may end this Agreement immediately at any time if:

- (a) you do not make any payment on time or do not carry out any of your other duties;
- (b) you are unable to pay your debts, you go into liquidation or have a receiver or an administrative receiver appointed over any of your assets.

8. REMEDIES

If we end this Agreement because of your Default, you will have to pay us the total of the following:

- (a) any money and any interest that you owe; PLUS:
- (b) our costs in getting the Equipment back and collecting the payment and interest that you owe; PLUS
- (c) compensation for agreed loss of profit. This will be the total of the Rental Payments which you would have paid during the rest of the Rental Period.

9. LIABILITY

Temporary floorings and walkways only. No liability accepted for any injury, loss or damage howsoever caused, Rental Equipment, goods for hire or sale are not supplied as suitable for any purpose. It is the responsibility of the hirer/buyer to determine their suitability for any purpose.

10. JOINT AND SEVERAL LIABILITIES

If you are two or more customers you will be liable together and separately.

11. WAIVER OF RIGHTS

Our rights under this Agreement will not be changed by the any delay or failure in enforcing any of the terms of this Agreement. Our rights under this Agreement will not be changed by any delay or failure in performance by us, our employees and agents or by our products.

12. NOTICES

Any notice sent to you or us under this Agreement must be sent by recorded post.

13. GOVERNING LAW

This Agreement is governed by English Law.

We agree to the above and also to abide by the terms of business specified on page 1 of this Agreement and the standard terms and conditions for sale and hire available on www.ecotrackway.co.uk.

Signed by authorised signatory on behalf of the customer
Signature
Name
Positions
Acceptance Date