



Main Line: 01252 379 379
Accounts: 01252 379 372
Fax: 01252 379 370
Email: sales@cmsplc.com
Web: www.cmsplc.com

**Distributors of IT Infrastructure,
Network, Security & AV Solutions**

Terms and Conditions of Hire

1. Definitions

Norbain Holdings t/a CMS Plc hereinafter shall be referred to as the 'owner'. Any company hiring the equipment will hereinafter be referred to as the 'hirer'. The products hired shall hereinafter be referred to as an 'asset' or 'assets'.

2. Law

The law of England will govern the rights and obligations of the parties in this contract, the construction of, and as far as possible all other matters arising out of or connected with the making, execution and termination of the same.

3. Contract Charges

The hire contract periods are 1 day or 7 days inclusive of weekends and bank holidays, with multiples of each available.

The charges for each contract will be quoted prior to any agreement being made and will be at this rate unless otherwise stated. Carriage charges in either direction shall be included additionally to the hire rates agreed.

4. Contract Period

The hire contract period shall commence from the date of arrival to the hirers address, to the date of collection from the hirers original delivery address. If the owner does not receive the asset or assets back the following working day after a hire period has expired then a charge for the day's hire could be levied against the hirer each day until the asset or assets are returned to the owner.

5. New account hire

If the hirer does not have an account with the owner but wishes to enter into a hire contract, a deposit of no less than £1500 must be taken as security via credit card, subsequently this is refunded once the asset or assets are back and are confirmed to be in full working order. In such instances where an asset or assets are damaged upon return the owner reserves the right to retain the security deposit for repair and income loss during the asset or assets repair/replacement, and further charges may apply dependent on the asset and its replacement parts.

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CMS (Cable Management Supplies) is a trading division of Norbain Holdings Limited
Registered Office: Votec House, Hambridge Lane, Newbury, Berkshire, RG14 5TN
Company Number: 06248590 VAT Registration Number: 927 202 736
For terms and conditions go to: www.cmsplc.com/terms



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6. Hirers Responsibility

1. The hirer will ensure the asset or assets are checked upon receipt for courier damage, the hirer will be responsible for any costs to such goods if the owner is not informed within 12 hours from receipt of the asset or assets.
2. The asset or assets are kept in good and sound condition during use and storage.
3. The asset or assets is/are not subjected to any misuse or unfair wear and tear during use and storage.
4. The hirer must preserve any owners and/or manufacturers identification marks on the asset or assets.
5. It is the hirer's responsibility to observe in their entirety the owners or manufacturer's instructions of use, and other regulations that may be issued for the proper use thereof, and therefore will be responsible for any damage caused to the asset or assets arising from failure to observe such instructions or regulations.
6. **a**, Indemnify the owner in respect of any loss or damage however caused during use and storage of the asset or assets from hirer to owner.
b, In the event of such loss or damage the hirer will inform the owner immediately, and a replacement or repair cost will be quoted including any shortfall in income as a result of the loss or damage. In the event this does happen the relevant daily or weekly hire charges will continue until the owner is reimbursed in full.
7. It is the hirer's responsibility that the asset or assets are suitable for use within particular attention to hazardous environments and use abroad.
8. Arrange adequate insurance to cover the full replacement cost of the asset or assets for any use abroad.
9. The hirer shall not without previous consent of the owner, use the asset or assets outside the UK.
10. The hirer shall not without previous consent of the owner, sell or offer for sale, mortgage, pledge, lend or otherwise dispose of or part with possession of the asset or assets.
11. The hirer must complete and sign the return checklist sent with the asset or assets.
12. Failure to adhere to any of the above will result in further charges determined by the Owner.

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7. Third Party Requirements and Consequential Losses

The hirer will not hold the owner liable for any loss, damage, injury or death to person(s) or property with regard to use of the asset or assets hired. The owner shall not be liable for any indirect or consequential loss, expense, liability, claim or proceedings whatsoever caused by or arising out of any late delivery, unsuitability, asset failure or repossession of the asset or assets.

All hire charges are quoted at point of enquiry, but may be subject to change without prior notice.

X

Hirer

Date:

Order No.:

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