

## SERVICES DESCRIPTION – EQUIPMENT HIRE SERVICES

### 1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms & Conditions and the Services Order Form:

**“Hire Equipment”** means the equipment to be hired/leased to the Customer by MT as specified in more detail on the Services Order Form;

**“Hire Equipment Address”** means the Customer’s address specified on the Services Order Form, unless the Parties agree otherwise in writing;

### 2. PROVISION OF HIRE EQUIPMENT

- 2.1 The terms of delivery of the Hire Equipment to the Customer by MT (or a third party) will be specified on the relevant Services Order Form.
- 2.2 If MT posts, or delivers, the Hire Equipment to the Customer for installation by the Customer, then the Customer agrees to notify MT of any damage to the Hire Equipment within forty eight (48) hours from the time that delivery to the Customer occurred, as provided by the Notice provisions of the General Terms & Conditions.
- 2.3 Unless the Customer notifies MT of any damage to the Hire Equipment, in accordance with the provisions of Paragraph 2.2, the Hire Equipment shall be deemed to have been provided to the Customer in good working order.

### 3. INSTALLATION

- 3.1 Responsibility for installation of the Hire Equipment at the Hire Equipment Address will be specified on the relevant Services Order Form.
- 3.2 If the Hire Equipment is to be installed by MT, then, prior to such installation occurring, the Customer must, at its own expense:
- (a) obtain all necessary consents for the installation and use of the Hire Equipment, including consents for necessary alterations to buildings; and
  - (b) provide all relevant utility services required by MT in relation to the installation, testing, maintenance and operation of the Hire Equipment;

### 4. EQUIPMENT MAINTENANCE SERVICE

For the avoidance of doubt, MT shall provide Equipment Maintenance Services in relation to all Hire Equipment, which shall be considered to be Maintained Equipment for the purposes of the Equipment Maintenance Services.



## 5. ADDITIONAL PROVISIONS GENERAL

For the avoidance of doubt, all Hire Equipment shall be considered to be included in the definition of Service Equipment contained within in the General Terms & Conditions.

