

1. Definitions and Interpretation

1.1. In this agreement, unless the context otherwise requires:
'Critical Examination' means an examination of the Equipment undertaken in accordance with the provisions of regulation 31(2) of IRR99
'Equipment' means the equipment specified in Schedule 1 together with any software and firmware updates relating to the operation and maintenance of the Equipment provided by AI from time to time;
'Force Majeure' means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action);
'IRR99' (Ionising Radiations Regulations 1999 and the supporting Approved Code of Practice and Guidance
'Liability' means any liability arising by reason of any representation (unless fraudulent), or any breach of any implied term or any duty at common law, or under any statute, or under any express term of this agreement;
'Location' means the location of the Equipment shown in Schedule 1, or any other location agreed from time to time in Writing between the Parties;

'Loss' means, in relation to the Hirer, losses (but not including loss of profits), damages, reasonable costs or other compensation and any legal or other expenses awarded against or incurred by or paid or agreed (with the Prior agreement of AI) to be paid by the Hirer in settlement of any claim, which is occasioned directly by AI's negligence or that of its agents or otherwise;

'Normal Working Hours' means the hours of 8:30 a.m. to 5:00 p.m. (inclusive) on any Working Day;

'Working Day' means any day other than Saturday or Sunday or a Bank or Public Holiday;

'Writing' and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2. The headings in this agreement are for convenience only and shall not affect its interpretation.

2. Period of Hire

2.1. This Hire Agreement shall continue for the Minimum Period of Hire specified in Schedule 2 and thereafter subject to written notice of termination given by either Party to take effect at any time after the expiry of the Minimum Period of Hire and the Termination Notice Period.

3. AI's Obligations

3.1. The Equipment shall be delivered to the Location on or before, and shall be installed and Critically Examined by AI at the Location, on the Installation Date (as set out in Schedule 1) during Normal Working Hours. Neither the date of delivery nor the date of the installation and Critical Examination shall be of the essence of this agreement.

3.2. During the period of this Agreement, AI shall, at its own expense, provide the Hirer with a supplementary service relating to the proper use, testing and maintenance of the Equipment pursuant to regulation 31(2)(b) of IRR99. The supplementary service shall consist of:

3.2.1. the provision to the Hirer of adequate information about the proper use, testing and maintenance of the Equipment in accordance with regulation 31(2)(b) of IRR99 at the time of the Equipment's Critical Examination;

3.2.2. the provision to the Hirer, from time to time, of up to date information as to the application and use of the Equipment as may be available to AI and as AI may reasonably determine to be necessary or desirable to be provided;

3.2.3. the use of best endeavours by AI to respond promptly, during Normal Working Hours, by telephone or in Writing, as appropriate, to any request by the Hirer for information concerning the safety, application or use of the Equipment.

3.3. AI shall maintain and inspect the Equipment at such intervals as AI may reasonably determine to be necessary in order to keep the Equipment in good working order and to comply with the provisions of IRR99 (as amended or superseded from time to time).

3.4. AI shall at its own expense repair any defect in or malfunction of the Equipment which is discovered by AI's representatives during the course of routine maintenance or is reported to AI by the Hirer from time to time.

3.5. Routine maintenance of the Equipment shall be carried out by one of AI's suitably qualified and duly authorised representatives attending at the Location at such times during Normal Working Hours as may be agreed in advance between the Parties from time to time.

3.6. If AI's representative discovers a defect in or malfunction of the Equipment in the course of routine maintenance, AI's representative shall use all reasonable endeavours to repair at the Location, but if that is not reasonably practicable (or is not reasonably practicable in the time available during Normal Working Hours), AI's representative will seek to make suitable arrangements with the Hirer for:

3.6.1. a further visit to be made to the Location during Normal Working Hours for the repair of the defect or malfunction; or

3.6.2. if the Equipment is inoperative as a result of the defect or malfunction, its repair at the Location outside Normal Working Hours; or

3.6.3. if it is not reasonably practicable for the defect or malfunction to be repaired otherwise, the removal of the Equipment (or, where practical, that part of the Equipment in question) for the purposes of repair; and

3.6.4. AI may, but shall not be obliged to, provide suitable alternative equipment during any period during which the Equipment is inoperative.

3.7. If the Hirer reports a defect in or malfunction of the Equipment during Normal Working Hours, AI shall use its best endeavours:

3.7.1. to provide telephone support to remotely address any malfunction of the Equipment, and if this fails;

3.7.2. to ensure that one of AI's suitably qualified and duly authorised representatives attends at the Location, during Normal Working Hours, within 24 hours of the report of the malfunction;

3.7.3. to repair the defect or malfunction at the Location, but if that is not reasonably practicable (or is not reasonably practicable in the time available during Normal Working Hours), AI's representative shall seek to make such arrangements with the Hirer as are mentioned in Clause 3.6.

3.8. For the purposes only of determining the period of time within which AI's representative makes an attendance pursuant to clause 3.7, any period between the end of Normal Working Hours on one Working Day and the beginning of Normal Working Hours on the next Working Day shall be disregarded.

3.9. If the Hirer reports a defect in or malfunction of the Equipment after Normal Working Hours on any day, then unless AI expressly agrees otherwise, the report shall be deemed to be made at the beginning of Normal Working Hours on the next Working Day, and clause 3.7 shall take effect accordingly.

3.10. If the Equipment is damaged otherwise than by fair wear and tear AI reserves the right to charge the Hirer for the supply and fitting of any spare parts or components required to rectify such damage.

3.11. All reports of defects in or malfunctions of the Equipment must be made by telephone or in Writing, as appropriate, by a representative of the Hirer and otherwise in such a manner as AI may reasonably require from time to time.

3.12. All spare parts and replacement components supplied by AI shall become part of the Equipment and any parts and components removed from it shall become AI's property, unless otherwise agreed in Writing between the Parties.

3.13. AI shall ensure that its representatives comply with all safety and security regulations in force at the Hirer's premises which are brought to the attention of such representatives.

4. Rentals

4.1. The Hirer shall pay to AI any First Rental referred to in Schedule 2 within 5 Working Days of the date of this Hire Agreement.

4.2. The Hirer shall pay all Rentals and other payments specified in Schedule 2 and in accordance with its provisions. All sums payable under this Agreement shall be paid to AI at the address stated above or to any person or address notified by AI in Writing. Punctual payment shall be an essential condition of this Agreement. Payment by post shall be at the Hirer's risk.

4.3. AI may charge interest at the rate of 4% above Barclays Bank Rate from time to time on all overdue amounts, to accrue on a daily basis from the date the amount falls due until it is received, both before and after any judgment.

5. Hirer's further Obligations

The Hirer shall:

5.1. keep the Equipment safe and in good working order and condition at the location stated in Schedule 1 and not move it elsewhere without AI's prior written consent;

5.2. be liable for all loss or damage to the Equipment (including fair wear and tear) even if caused by acts or events outside the Hirer's control;

5.3. not allow any repairer or any other person to obtain a lien on or right to retain the Equipment;

5.4. comply with all legal requirements relating to the Equipment and AI's written instructions and ensure the Equipment is safe and without risk to health;

5.5. permit AI or its authorised representative at all reasonable times to inspect and test the Equipment and to affix nameplates to it;

5.6. not mortgage, charge, pledge, sell or attempt to sell or dispose of the Equipment, nor part with possession of it, except for the purpose of repair;

5.7. not make any material alterations or additions to the Equipment or affix or permit it to become affixed to any land or buildings; and

5.8. return the Equipment to AI's nominated address on termination of this Agreement.

6. Insurance

6.1. The Hirer shall insure the Equipment throughout the period of this Agreement under a fully comprehensive policy of insurance (the 'policy'), free from restriction or excess, to its full replacement value against fire, theft, accidental damage and other risks against which it is commercially prudent to insure.

6.2. The Hirer shall hold on trust for AI any moneys payable under the policy (the 'insurance proceeds') and authorises AI to receive the insurance proceeds from the insurers and to agree the amount of the claim.

6.3. If the Equipment is lost or destroyed, or AI notifies the Hirer in writing that in its opinion it is incapable of economic repair, the insurance proceeds shall be applied in paying to AI any sums previously accrued due to AI and a sum equal to that payable under clause 3 were this Agreement ended by AI. Any deficiency shall be payable by the Hirer whereupon this Agreement shall terminate.

6.4. In every other case of damage to the equipment this Agreement shall continue and the insurance proceeds be retained by AI until the Equipment has been repaired to AI's satisfaction, when the insurance proceeds will be released to the repairer.

7. Default Events

7.1. The Hirer shall be deemed to have repudiated this Agreement upon the happening of any of the following default events, namely if:

7.1.1. the Hirer fails to make prompt payment of any Rental or commits any breach of any of the provisions of this Agreement and, in respect of either a breach capable of remedy or late payment, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

7.1.2. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Hirer;

7.1.3. the Hirer makes any voluntary arrangement with its creditors or becomes subject to or makes an application for an administration order;

7.1.4. the Hirer goes into liquidation (except for the purposes of amalgamation or reconstructions and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Hirer under this Agreement); or

7.1.5. AI becomes aware that any information supplied by the Hirer before entering into this Agreement was false in any material respect.

8. AI's Remedies

8.1. Upon the happening of a default event referred to in clause 7, and where applicable the Hirer failing to comply with the notice referred to in clause 7, AI may:

8.1.1. by notice in writing to the Hirer forthwith and for all purposes terminate the hiring of all or any of the Equipment;

8.1.2. by notice in writing to the Hirer forthwith and for all purposes terminate this agreement;

8.1.3. repossess the Equipment and for this purpose enter into any premises where the Equipment is or is believed to be;

8.1.4. recover from the Hirer:

8.1.4.1. all arrears of rental and other sums due; and

8.1.4.2. a sum equal to the aggregate of all rentals which would but for termination have become due and payable from the date of termination until the end of the Minimum Period of Hire less a discount for accelerated payment calculated at a rate of 4% per annum on each rental from the date of termination to the dates on which they would have fallen due but for termination.

8.2. AI may exercise any remedy under this clause 8 whether or not the Hirer has notified AI of the existence of any default event and, save in respect of a default event relating to late payment, even if AI accepts any Rental or other sums thereafter.

9. Increase of Rentals

9.1. AI has calculated the Rentals on the following assumptions:

9.1.1. that the rate of corporation tax applicable to AI for any accounting period in which the expenditure on the Equipment was incurred by AI is 30%;

9.1.2. that the whole of the expenditure incurred by AI in respect of the Equipment will be qualifying expenditure for the purposes of the Capital Allowances Act 2001;

9.1.3. that AI will be entitled to writing down allowances at the rate of 25% for the accounting period in which the expenditure on the Equipment was incurred and for any subsequent accounting period of AI; and

9.1.4. that there will be no change to the system, rate, or application of taxation affecting AI.

9.2. If any of the above assumptions proves incorrect, AI will be entitled by written notice to the Hirer to increase the Rentals payable during the remainder of the Minimum Period of Hire by such sum(s) as would give AI the return under this Agreement originally contemplated by it.

10. Liability

10.1. (Except in respect of death or personal injury resulting from negligence):

10.1.1. AI shall have no Liability to the Hirer for loss of profit or any indirect, special or consequential Loss of the Hirer arising out of or in connection with the provision of the Equipment, any goods or services or any delay in providing or failure to provide the Equipment, any goods or services pursuant to this agreement;

10.1.2. AI's total Liability for any Loss of the Hirer arising out of or in connection with the failure to supply the Equipment pursuant to this Agreement shall not exceed the First Rental;

10.1.3. AI's total Liability for any Loss of the Hirer arising out of or in connection with any delay in providing the Equipment pursuant to this Agreement shall not exceed the First Rental; and

10.1.4. AI's total Liability for any Loss of the Hirer arising out of or in connection with the provision of any services or any delay in providing or failure to provide the services pursuant to this agreement in respect of any one event or series of connected events shall not exceed the charges payable by the Hirer for those services for that contractual year.

10.2. The Hirer shall take all reasonable steps to mitigate any Loss.

11. Force Majeure

11.1. If either Party is affected by an event of Force Majeure it shall promptly notify the other Party of the nature and extent of the event.

11.2. Neither Party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this agreement, to the extent that the delay or non-performance is due to an event of Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

12. Notices

12.1. A notice or other information required or authorised by this agreement to be given by either Party to the other may be given by hand or sent by first class pre-paid post, facsimile transmission or comparable means of communication, excluding electronic mail to the other Party at the address referred to in Schedule 1.

12.2. A notice or other information given by post under clause 12.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after it was posted; and proof that the notice was properly addressed and sent by first-class pre paid post, and that it has not been returned to the sender as undelivered shall be sufficient evidence that such notice or information has been duly given.

12.3. A notice or other information sent by facsimile transmission or comparable means of communication (excluding electronic mail) shall be deemed to have been duly sent by first class pre-paid post to the other Party at the address referred to in Schedule 1 within 24 hours after transmission.

12.4. A notice or other information or any legal proceedings concerning or arising out of this agreement shall be addressed to the company secretary of the Party in question at its registered office, or to such other officer or at such other address as may be notified by the Party in question in Writing from time to time.

13. Miscellaneous Provisions

13.1. AI may perform any of the obligations undertaken by it and exercise any of the rights granted to it under this agreement through any other company which at the relevant time is its holding company (as defined by section 736 of the Companies Act 1985, as amended) or the subsidiary of any such holding company, and any act or omission of any such company shall for the purposes of this agreement be deemed to be the act or omission of AI. Subject to the Hirer's consent (which shall not be unreasonably withheld) the Supplier may carry out its obligations under this agreement through any agents or sub-contractors appointed by it in its absolute discretion for such purpose.

13.3. Except as provided in clauses 13.1 and 13.2, this agreement is personal to the Parties, and neither of them may, without the Written consent of the other, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations under this agreement.

13.4. Nothing in this agreement shall create, or be deemed to create, a partnership between the Parties.

13.5. This agreement contains the entire agreement between the Parties with respect to its subject matter, supersedes all previous agreements and understandings between the Parties, and may not be modified except by an instrument in Writing signed by the duly authorised representatives of the Parties.

13.6. Each Party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in this agreement shall affect the liability of either Party for fraudulent misrepresentation.

13.7. If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this agreement and the remainder of the affected provisions shall continue to be valid.

13.8. The Parties acknowledge that it is not their intention that any third party shall be entitled to enforce any term of this Agreement which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.9. This Agreement shall be governed by and construed in all respects in accordance with the laws of England, and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.