16. The Hirer shall not have or be deemed to have any authority to pledge the credit of the Owner for any repairs to the set or to create a lien thereon in respect of any such repairs or in respect of any other matter.

17. The Hirer will permit the Owner's Agent at all reasonable times to enter upon any premises where the set may for the time being be situate to inspect and examine the same and to test the

condition thereof.

18. If the set or any part thereof is removed seized or taken out of the possession of the hirer, he shall within 24 hours give to the Owner's Agent written notice of such removal seizure or taking, and also the address of the place to which the same is removed.

19. In any of the following events namely-

(i) If the Hirer makes default in any of the said periodical payments upon the respective due date thereof; or

(ii) If the Hirer fails to observe and perform all the provisions of the part of the Hirer herein contained; or

(iii) If any final judgment decree or order for payment of money is given or made against the Hirer and remains unsatisfied for ten days; or

(iv) If the Hirer becomes bankrupt or goes into liquidation or if an effective resolution is passed for the winding up of the business of the Hirer; or

(v) If the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Owner in the set shall or may in the opinion of the Owner be prejudiced or jeopardized; or

(vi) If the Hirer shall leave the service of the Public Works Department—

then and in such case it shall be lawful for the Owner without the necessity of any previous notice to determine the hiring and thereupon any person authorised by the Owner may without any previous demand seize and take possession of the set and remove the same.

- 20. For the purpose of any seizure taking possession or removal purporting to be done or to be intended under the last preceding clause hereof the Hirer gives leave and license to the Owner and to any agent or servant of the Owner to enter or break into any premises in the occupation of the Hirer and as the act of the Hirer to enter upon any other premises where the set may be or may reasonably be expected to be and to seize and take possession of the set and remove the same without being liable for any action indictment or other proceedings by the Hirer or any person claiming under the Hirer.
- 21. Upon any determination of the hiring under Clause 19 hereof all moneys theretofore paid by the Hirer hereunder shall be retained by the Owner and the Hirer shall not be entitled to any credit or allowance in respect thereof.
- 22. Any determination of the hiring under Clause 19 hereof shall be without prejudice to the right of the Owner to recover from the Hirer all moneys theretofore accrued due and interest as aforesaid until actual payment thereof and the costs and expenses incurred in connection with the seizure and retaking of possession of the set and the removal thereof to the place where delivery thereof was taken by the Hirer on the commencement of the hiring and damages for any antecedent breach non-observance or non-performance by the Hirer of the provisions of this agreement.

23. Any time or other indulgence granted to the Hirer shall not prejudice or affect the strict

rights of the Owner under this agreement.

24. It is hereby expressly declared and agreed that the delivery to the Owner of any cheque or other negotiable instrument or security for the whole or any portion of the moneys from time to time outstanding under these presents shall not until the actual payment thereof operate by way of payment in satisfaction of the amount thereof nor shall the same be deemed to vacate restrain or delay the rights of the Owner under these presents in respect of re-possession or otherwise howsoever.

SCHEDULE.

(Description of Set.)

Supplier's name:

Description:

Supplier's number:

in witness whereof this Agreement has been executed the day and year first before written.

Signed by in the presence of-

Witness:

Address:

Occupation:

Owner

for and on behalf of the Owner in the presence of-Signed by

Witness:

Address:

Occupation:

Approximate Cost of Paper.—Preparation, not given; printing (1,161 copies including maps and graphs), £460.

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[L041/5/37—363]