

Terms and Conditions of Hire

1. DEFINITIONS

- (a) "the company" is the Company named in the hire contract.
- (b) "the Hirer" if the firm, company, person or public authority (and their successors named in the Hire Contract who hires the Equipment from the Company.
- (c) "the Equipment" is the equipment specified or referred to the hire contract.
- (d) "the Hire Rate" means the rate charged for each calendar day or part of a day during which the Hirer hires the Equipment.
- (e) "Hire Charges" means the total amount due to the company including charges in respect of delivery assembly installation operation or disassembly or collection of the Equipment and the deposit.
- (f) "the Hire Period" means the period set out in the hire contract or any other agreed period of agreed extension thereof
- (g) "Hire Contract" means the information appearing attached to this document and these Terms of Conditions

2. PAYMENT

- (a) The Hirer shall pay to the Company the Hire charges at commencement of the hire period or at such other time as shall be agreed in writing by the company
- (b) Payment of any sums not due at the commencement of the hire period shall be made by the hirer to the company within 30 days from the issue of the company's invoice.
- (c) The Hirer shall pay to the Company interest on any monies due to the company and unpaid after 30 days at the rate of 3% over the base rate of Lloyds TSB PLC
- (d) The company reserves the right to vary the Hire Rate in the event of an increase in the cost of labour, materials or transport
- (e) Special Hire Rates will be payable to the Company for the delivery or installation or the use of the Equipment on sites which do not conform to the requirements of the company.
- (f) Payment in respect of labour or other service provided by the company shall be charged on a day-work basis at the appropriate rate.

3. NO TITLE TO HIRER

The Equipment is hired by the Company to the hirer for the hire period at the hire rate set out in the hire contract and the hirer shall be a mere bailee of the equipment and no interest or title in the Equipment shall pass to the Hirer. This Agreement is personal to the Hirer and is not capable of assignment nor Sub-Hire Nor may part with possession of the Equipment.

4. DEPOSIT

The Hirer shall pay prior to the commencement of the hire period any deposit specified in the Hire Contract. The Company shall retain from such deposit the cost of the Company making good any loss or damaged for the Hirer is responsible under these terms and conditions together with any interest to which the Company becomes entitled under condition (2) above.

5. THESE TERMS AND CONDITIONS TO PREVAIL

If these Terms and Conditions shall be at variance or inconsistent with an printed conditions attached to the Hirers order then these Terms and Conditions prevail.

6. COMMENCEMENT OF THE HIRE PERIOD

The hire period shall commence from the time when the Equipment leaves the depot of the Company for delivery to the Hirer

7. TERMINATION OF THE HIRE PERIOD

The Hire Period shall determine and the Company shall be entitled to immediate recovery of the Equipment in the following events:

- (a) Expiry of the Hire Period specified in the Hire Contract, or
- (b) Immediately upon the breach by the Hirer of these terms and conditions of Hire, or
- (c) Pursuant to Condition 9 or Condition 10) hereof, or
- (d) By agreement to be confirmed in writing, or
- (e) In the event of loss or damage of the equipment upon such date as the Company agrees to accept from the equipment in its then state and condition and compensation in accordance with these terms and conditions of Hire

8. CANCELLATION BY THE HIRER

In the event the Hirer shall cancel the Hire Contract before the commencement of the hire Period the Hirer shall pay the company upon such cancellation by the way of liquidated or agreed damages a sum equivalent to ¼ of the Hire Charges. In the event that the Hirer shall terminate or cancel the Hire Contract after commencement of the Hire Period the Hirer shall pay to the company the Hire Charge in full.

9. DELIVERY OF EQUIPMENT

The company shall not be liable to the Hirer for any delay in delivery of the equipment. If Equipment is not delivered within 24 hours of the date specified in the Hire Contract the Hirer may by notice in writing to the Company rescind the Hire Contract and recover all monies paid there under.

10. FORCE MAJEURE

The performance of the company's obligations hereunder is subject to variation or cancellation consequent Upon Acts of God, war, riots, lock-outs or other labour disturbances, fire, flood, restrictions on the use of transport fuel or power or any cause out of the control of the Company. In the event of frustration of the Agreement due to any of the above causes the contract shall be deemed to be complete and upon written notice by the Company to the Hirer to that effect the Company shall refund to the Hirer any monies received in respect of the Hire Contract less 10% which shall be retained by the company in respect of its costs and expenses.

11. NOTICE OF ACCIDENTS

If the equipment is involved in any accident resulting in injury to persons or damage to property the Hirers will give the Company immediate notice by telephone to be confirmed in writing by the Hirer

12. REPAIRS

(1) The Hirer shall not interfere with or adjust the Equipment in any way whatsoever other than in accordance with the Company's written service instructions and will not under any circumstances give any instructions for any repair to the Equipment or for the replacement of any parts unless such parts have been provided by the Company for that purpose and Hirer shall immediately inform the company in writing which so far as it is able shall repair or replace the equipment.

(2) If during the Hire Period the Company decides that urgent repairs to the Equipment are necessary it may arrange for such repairs to be carried out on site or at any location of its nomination. In the event that the company removes the Equipment for such purpose the Company shall replace the Equipment with similar Equipment if available.

(3) If the Company shall in its opinion be unable to repair or replace the equipment in accordance to clause (1) or (2) of this condition then provided the Company returns to the Hirer any monies paid by the Hirer to the Company in respect of the unexpired part of the Hire Period the Company shall be under no further obligation or liability to the Hirer whatsoever. PROVIDED THAT nothing in this agreement shall oblige the Company to repair or make good any loss or damage to the Equipment caused by any act or default of the Hirer or its invitees (fair wear and tear expected)

13. COMPLIANCE WITH STATUTE AND COMPETENT OPERATION

During the Hire period the Hirer shall be responsible for and shall indemnify the Company against liability for:

(a) Ensuring that Equipment and any ancillary items used therewith are operated, handled, used and serviced only by competent operators and personnel and in accordance with the requirements of Statutory or other competent Authorities and instruction manual or operating guide supplied by the Company, and the Hirer shall have no claim against the Company for the failure of defective or deficient performance of the Equipment which arises either directly or indirectly from lack of competence of those operating the Equipment or from any lack of proper instruction manual or operating guide.

(b) Obtaining and thereafter maintaining all consents licenses or permits required in connection with the use of the Equipment under Statute Bylaw or regulation from time to time in force shall produce to the Company on demand all such consents licences or permits.

(c) Supplying and maintaining any warning lamps and warning notices that may be required.

14. NO PARTING WITH POSSESSION

The hirer shall not sell or offer for sale pledge or assign encumber or otherwise deal or part with possession of equipment.

15. INSPECTION

The Hirer shall permit any person authorised by the Company at all reasonable times to enter upon the premises upon which the Equipment is for the time being placed or kept for the purpose of inspecting or examining the condition of the Equipment.

16. ADDRESS AT WHICH EQUIPMENT WILL BE KEPT

The Hirer shall prior to the commencement of the Hire Period inform the Company in writing of the address or addresses at which the Equipment is to be stored and used and shall not without the written consent of the Company transfer the equipment of any part thereof to any other address nor allow it to be used for any abnormal or hazardous purpose, and the Hirer will keep a notice showing ownership of the Equipment uncovered and visible.

17. EXCLUSIONS AND INDEMNITIES

1. Subject only to the provisions of these terms and conditions no statement undertaking warranty or condition express or implied by law trade custom or otherwise shall apply in this agreement.

2. The Company shall not be liable for any loss, injury or damage of whatsoever kind arising directly or indirectly from the hire of the Equipment (except in respect of loss damage or injury which is incapable of exclusion under the terms of the Unfair Contract Terms Act 1977) whether consequential or otherwise and whether or not caused by negligence of the Company, its servants or agents.

3. The Hirer shall use the Equipment in a careful and proper manner and shall indemnify the Company:

(a) Against all loss suffered by the Company in consequence of destruction, loss, theft or damage of or to the Equipment or any part thereof is in the Company's opinion lost or damaged beyond repair the loss to the company shall be the cost of buying the new the same or comparable item of Equipment irrespective of the age of the Equipment so lost or damaged.

(b) In respect of all actions cost charges claims demands proceedings or penalties made or bought against the Company by any third party in respect of alleged injury, loss or damage or expense arising out of or in connection with the use by the Hirer or any person authorised by the Hirer of the Equipment.

(c) In respect of loss caused to the Company by cancellation of the Hire Contract by the Hirer whether before or after the commencement of the Hire Period in particular Hire Charges shall be continued at the hire Rate until Settlement has been effected.

18. COMPANY'S RIGHT TO DETERMINE

(a) If the Hirer shall fail to observe or perform any of the Terms and Conditions of Hire hereof whether express or implied the Company may without prejudice to its rights and remedies hereunder by notice in writing to the Hirer sent to his address set out in the Hire Contract determine this agreement and upon such notice being so sent this Agreement and the Hiring thereby constituted shall for all purposes determine and thereafter the Hirer shall no longer be in possession of the Equipment with the Company's consent.

(b) If the Hirer shall commit an act of bankruptcy or have a receiver appointed or shall make any arrangement or assignment with or for the benefit of his creditors or if any resolution is passed for the winding up of the Hirer (if a Company) save for the purpose of reconstruction or amalgamation this agreement shall automatically and without notice determine and thereupon the Hirer shall cease to be in possession of the Equipment with the Company's consent.

19. COMPANY'S RIGHT ON TERMINATION

(a) Upon termination of this agreement pursuant to the clause 18 hereof the Company shall be entitled without notice to take possession of the equipment and without prejudice to its other rights and remedies hereunder and for that purpose by itself, its servants or agents enter upon any land or premises on or which the Equipment is believed by the Company to be situated and the Hirer hereby authorises the Company to enter upon its said land for this purpose, and the Hirer shall upon such termination return to the company all instruction manuals and operating guides relating to the equipment.

(b) No relaxation forbearance delay waiver of breach or indulgence by the Company in enforcing any of the terms and conditions of this agreement whether express or implied shall prejudice affect or restrict the rights and powers of the Company hereunder.

20. INSURANCE

Unless otherwise agreed in writing the Company and the Hirer shall prior to taking possession of the equipment enter into a contract of insurance with respect to the same for the full replacement value of the Equipment under an all risks policy subject to only market restrictions and excesses with the name of the Company endorsed thereon as the owner and joint insured in respect of the Hire Period. The Hirer shall do everything necessary to maintain the said policy in full effect and not do anything whereby the policy will or may be vitiated.

21. Chemical Toilets

When chemical toilets are compromised in the Equipment an initial supply of fluid is included in the Hire Charge but the Company shall not be responsible for provision of further supplies nor for emptying and cleaning the toilets after use which must be carried out by the hirer.

22. PROVISION OF LABOUR AND SERVICES BY THE COMPANY

(a) If the Company is required to provide supervision labour or staff in connection with installation delivery or use of the Equipment the Hire Charges are calculated on the basis that all relevant information has been supplied by the Hirer and that nothing unforeseen becomes apparent on delivery or installation or use of the Equipment and the Hirer confirms the apparent on delivery or installation or use of the Equipment and the Hirer confirms the following as may be appropriate to the particular Equipment the subject of the Hire Order.

(1) that the site is of firm level ground with access for motor transport and that no drains, pipes, cables or other services are concealed.

(2) that (if appropriate) the Hirer shall provide the Company a plan showing the position for installation of the Equipment or shall have representative on site for that purpose, but in the absence of such plan or representative the Company will deliver and install the Equipment where it thinks appropriate and shall be deemed to have completed its obligations in relation to delivery and installation herein contained when it has complied with the said plan or instructions or the Hirer's representative or installed the Equipment as it considers appropriate.

(3) that the Hirer has produced the provision of an earthed supply of electric power if necessary.

(b) The Hire Charge does not include any making good or repair of damage to the site.

23. IF THE EQUIPMENT CONSISTS IN WHOLE OR IN PART OF SCAFFOLDING:

(a) The Company will use its reasonable endeavours to ensure that the equipment is adequately constructed for the purpose notified by the Hirer to the Company and that when constructed the structure will comply with any act of Parliament Byelaw or regulations from time to time in force which affect the erection or use of scaffolding.

(b) Any additions alterations adaptations or variations to the Equipment will be carried out by the Company only upon receipt of written instruction from the Hirer and at the Hirer's expense.

(c) In the event that the hirer has at any time entered into a contract for building or other works in connection with which the Hire uses the equipment the Hirer will immediately inform the Employer under such contract of the provisions of clause 3 in these Terms and Conditions and shall notify the company of the Terms of any such contracts to which the Hirer is party.

24. Where two or more persons constitute the Hirer then all obligations entered into by such persons under the Hire Contract shall be joint and several and all words importing the singular shall include the plural.

25. SEE ALSO - Supplementary Conditions of hire relating to Catering Equipment and Furniture