

TERMS & CONDITIONS OF HIRING Plant & Equipment from Direct Hire & Sales Ltd (The Owner):

1. PERIOD OF HIRE

- (1) All hiring is deemed to be for a minimum of one week unless otherwise agreed in writing and thereafter until either party shall terminate the same by notice to the order.
- (2) The hiring shall start when the plant and equipment hired leaves the Owner's premises and shall cease when the plant and equipment are returned to the Owner's premises.

2. HIRE CHARGES

- (1) The hire charges shall be those charges listed in the owner's Hire Rate List as currently published and as amended from time to time or as otherwise agreed.
- (2) Hire charges shall be made for a minimum period of one week and thereafter charged daily at one fifth of the 5 day weekly rate unless otherwise stated. The day of collection and the day of return shall each be included in the period of hire. The only acceptable proof of plant and equipment being returned to the Owner is the Owner's receipt for it.

3. PAYMENT OF HIRE CHARGES

- (1) Hirers not maintaining an approved account with the owner will be required to pay in advance of each hiring, a minimum sum of £100.00 or five times the weekly hire rate whichever is the larger amount. Following which the Owner at its discretion may require further advance payments or render additional charges on a nett monthly account basis.
- (2) A Hirer maintaining an approved account with the owner may pay hire charges rendered on a nett monthly account basis. Should payment of an approved account be overdue, the Owner reserves the right to suspend further credit until such time as the account has been settled to the Owner's satisfaction.

4. CONDITION OF PLANT AT COMMENCEMENT OF HIRING

The agreement is entered into on the basis that the Hirer has inspected the plant and equipment and is satisfied as to its condition in respect of defects which that inspection ought to have revealed.

5. RESPONSIBILITIES UNDERTAKEN BY THE HIRER

- (1) As the Owner does not have control of the use of the plant and equipment, the Hirer is deemed to be competent to determine the suitability of purpose of the plant and equipment hired and shall use it in a skilful and proper manner. In particular the Hirer will not use the plant and equipment for any purpose beyond its capacity or in a manner likely to result in undue deterioration.
- (2) The Hirer undertakes to accept full responsibility for loss or damage to the plant and equipment hired, from whatsoever cause it may arise, fair wear and tear accepted.
- (3) The Hirer will be responsible to the Owner for the full replacement cost of plant and equipment lost or stolen and for full repair costs of plant and equipment damaged, if such damage has been caused by the fault or carelessness of the Hirer.
- (4) Consequential losses. The Owner accepts no liability nor responsibility for any consequential loss or damage due to, or arising from, the malfunctioning or stoppage of the plant and equipment through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the plant and equipment.
- (5) The Hirer will maintain adequate comprehensive insurance to cover the indemnity given to the Owner in clauses 5.(2), 5.(3) and 5.(4) above.
- (6) On the termination of the hiring the Hirer must return the plant and equipment to the Owner or arrange for the Owner to collect it at the Hirer's expense and (fair wear and tear accepted) the plant and equipment must be in the same condition as at the commencement of the hiring. The Hirer will remain liable under 5.(2) above until the plant and equipment is delivered to the Owner and a receipt obtained.
- (7) The Hirer will ensure adequate safe site access when equipment is delivered or collected to/from site. If delivery cannot be affected the Hirer will be liable for abortive delivery charges, if the equipment is not available for collection the Hirer will remain responsible for hire charges until the equipment is collected from site. The Hirer will also be liable for any abortive collection charges.
- (8) The Hirer is not to move the plant and equipment from the address at which he has stated it will be kept and used without the prior written consent of the Owner.
- (9) The Hirer must not lend the plant and equipment to any other person, nor sub-let it or otherwise part with the possession of it in any way, without prior written consent of the owner. If anyone other than the Hirer uses the plant and equipment with the consent of the Owner, the liability of the Hirer shall extend to that use.
- (10) The Hirer shall not remove, deface or cover up any plate or markings on the plant and equipment indicating that it is the property of the Owner.

6. REPAIRS

- (1) The Hirer must not repair or attempt to repair the plant and equipment in the event of damage or breakdown, but must notify the Owner.
- (2) If the damage or breakdown has been caused by the fault or carelessness of the Hirer, or by misuse of the plant and equipment the repair will be at the expense of the Hirer.
- (3) In any case other than under clause 6.(2) above, the repair will be at the expense of the Owner.
- (4) The Owner may substitute other plant and equipment of a similar type and condition in lieu of repairing the plant and equipment, but under clause 6.(2) above the Hirer will still remain responsible for the cost of repair and the cost of substituting similar plant and equipment.
- (5) The Owner may alternatively, under clause 6.(2) above (or under clause 6.(3) above if in the opinion of the Owner the plant and equipment is not worth repairing or cannot be repaired) terminate the hiring by written notice to the hirer, in which event, except under clause 6.(2) above the Owner shall repay the hire charges for any outstanding period for which it has already been paid.
- (6) Nothing in this clause shall affect or diminish the liability of the Hirer under clause 4 above or render the Owner liable to the Hirer for any resultant or consequential loss, damage or inconvenience.

7. MAINTENANCE

The Hirer will maintain the plant and equipment in working order (fair wear and tear accepted). The Hirer will, when required by the Owner, give it, or its insurer, access to the plant and equipment for the purpose of inspecting it.

8. POSITION WHEN PLANT OUT OF USE

- (1) If the plant and equipment is out of use for more than one day due to some cause under the control of the Owner, the hire charge will be suspended until the plant and equipment is working again or has been replaced.
- (2) In any case other than 8.(1) above, the hire charge will continue to be payable.
- (3) In no case shall the Owner be liable to the Hirer for any resultant or consequential loss, damage or inconvenience.

9. POSITION WHEN PLANT IS AT RISK

If during the continuance of the hiring the Hirer shall make or propose any composition with the Hirer's creditors, or commit any act of bankruptcy or, being a company, shall go into liquidation (other than a member's voluntary liquidation) or shall suffer any distress or execution to be levied against the Hirer, or shall do or cause suffer to be done any other act whereby the rights of the Owner may be prejudiced, the agreement shall forthwith terminate and the Owner shall be entitled to retake possession of the plant and equipment without notice, for which purpose it shall be lawful for the Owner or its servant or agents to enter any premises where the plant and equipment may be, but this power is without prejudice to any other rights of the Owner.

10. RIGHTS OF THE OWNER NOT PREVIOUSLY MENTIONED

If the Hirer does not pay any hire charge when it is due, or if the Hirer is otherwise in breach of the agreement, or if the hiring is terminated prematurely at the request of the Hirer, the Owner may recover the plant and equipment forthwith with the right to enter any premises where the plant and equipment may be, for that purpose and may treat the agreement as having been repudiated by the Hirer.

11. GENERAL

- (1) V.A.T. at the appropriate rate will be added to all charges.
- (2) Extra copies of Test Certificates where appropriate are available on request at a charge of £2.50p each.
- (3) All deliveries and collections made by the Owner will be charged at the agreed rate and waiting time charges are also applicable where needed by you the customer.