

# TERMS AND CONDITIONS OF HIRE

**1.0** The Contract shall come into force between the Hirer and the Supplier once the order has been placed (verbally or in writing) stating the Hirer's requirements, and there is agreement to be bound by these Conditions, the Supplier having accepted the order and, where appropriate, granted a credit facility.

## **2.0 DEFINITIONS**

The "Supplier" means Trad Hire & Sales Ltd. (Reg. No. 34910983).

The "Supplier" is the Company from whom the equipment is to be hired and where the contract so admits shall include the Hirers servants, agents, successors, the suppliers successors, assigns or personal representatives.

"List prices" means those prices appearing in suppliers current price list.  
The "Hirer" is the company, firm, person or public authority taking the Suppliers equipment on hire and includes the Hirers servants or agents, and any sub-contractor's servants or agents and the Hirers successors or personal representatives.

## **3.0 TERMS OF PAYMENT**

All accounts are strictly net and include VAT where appropriate, and where the Hirer has an approved account, confirmation of which has been given in writing by the Supplier, payment will be due 30 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how soon, shall become due immediately. Invoices will be presented at regular intervals during the period of hire.

The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged, as payment is of the essence. An authorised Credit account will be granted at the Suppliers discretion where a level of credit approval has been granted by the Supplier and the Hirer has agreed the relevant terms. The Supplier's continued use of credit facilities will be reviewed periodically.

Where a Hirer does not have an approved Credit Account, before the Period of Hire begins the Hirer shall pay a minimum hire charge and a deposit of value specified from time to time to be calculated in accordance with the Suppliers list prices ruling, which will be held as security until the return in good order of the equipment hired and the payment of all sums due.

## **4.0 AUTHORITY**

The person making the contract with the Supplier warrants that he/she has the authority of the Hirer to make this contract on the Hirers behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so.

### **4.1 Proof of Acceptance**

Upon delivery, the Hirer shall sign the Delivery Note, which shall be conclusive proof of the receipt of the equipment by the Hirer, and of the acceptance of these conditions. No variation to these conditions shall be effective whether or not specified in any order or acceptance issued by the Hirer unless agreed in writing by the Supplier.

## **5.0 COLLECTION**

If equipment is collected by the Hirer, the Hirer shall make a check of the equipment once loaded and sign the Delivery Note before leaving the Supplier's premises as conclusive proof of the receipt of the equipment shown on the Delivery Note.

### **5.1 Delivery Charges**

Where the delivery or collection is organised by the Supplier, the Hirer shall pay a delivery or collection charge at the Suppliers standard transport rates applicable. Such charges may include any wasted journey or transport time reasonably incurred by the Supplier in attempting to comply with the specific or implied requirements of the Hirer. The Hirer will sign the Delivery Note as conclusive proof of the acceptance of the equipment.

### **5.2 Delivery/Collection Liability**

Every reasonable effort will be made by the Supplier to keep to the dates given for delivery or collection but the Supplier accepts no liability in case of failure to do so unless an express guarantee in writing has been given by the Supplier to effect delivery by a specified time. No returns will be accepted on Saturdays or Sundays, or outside normal office hours. All costs incurred by the Supplier in the specific preparation and gathering together of goods to meet the Hirers order, which will where appropriate include the consequential cost of hire incurred by the Supplier in writing of his intention to end the hire and cancelling the contract. If the Hirer requires delivery of the equipment to be postponed to a later date than originally agreed upon then the Supplier reserves the right to charge the hire as from the original contract date.

### **5.3 Hirers Responsibility for Acceptance of Equipment**

If the Hirer or the representative thereof is not present when the equipment is delivered the Supplier will despatch a Hire Delivery Note to the Hirer. Unless any alleged discrepancy is reported to the Supplier by letter received by the Supplier within two working days of delivery the Hire Delivery Note shall be conclusive proof of the delivery of the equipment set out therein.

### **5.4 Return/Collection of Equipment**

The Hirer undertakes at the termination of the hire period to return the equipment to the Suppliers depot from which it was originally hired in a clean and sound condition. The Hirer must give at least 48 hours notice in writing of his intention to end the hire period, and obtain an off-hire reference from the Supplier. Hire charges will cease from that agreed date provided that the equipment is returned within the period of notice. For this purpose Saturdays and Sundays will be counted as working days. Counting procedures for off-hire equipment will always take place after return to the Suppliers yard.

If the Supplier agrees to collect the equipment upon termination from a location specified by the Hirer, at an agreed carriage charge, counting procedures for off-hire equipment collected will take place only after return to the Suppliers yard. If the Supplier is unable for whatsoever reason to collect any off-hire equipment from the location specified by the Hirer, the Hirer shall be bound to pay the Suppliers carriage charge in any event, and the equipment will continue to attract hire charges until subsequently recovered by the Supplier.

The Hirer shall, at the request of the Supplier, inform the Supplier in writing within one working day of the receipt of such request, of the location of all equipment currently on hire. The Hirer shall permit the Supplier and any person authorised thereby at all times to enter the premises where the equipment is held for the purpose of inspecting and examine the equipment. The Supplier may at its discretion render a charge for the value of the equipment should there be any reason to doubt the continuing possession and control of the equipment by the Hirer.

## **6.0 NON-RETURNED EQUIPMENT ETC.**

- 1) The Hirer accepts full responsibility for the care, safekeeping and return in good order of the equipment, and shall at all times keep it in his possession and control until such time as the Supplier takes the equipment back into the Suppliers own possession.
- 2) The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any equipment returned damaged or unclean. Additionally the Hirer will pay to the Supplier a charge equating to the financial losses reasonably incurred by the Supplier while such rectification is carried out.
- 3) The Hirer shall return to the Supplier immediately upon the loss of any of the equipment, however arising, and shall be liable to pay the Hire charges in respect of the lost equipment up to and including the date on which notification of loss is received by the Supplier.
- 4) In the case of equipment lost through theft the Hirer shall also report the loss as soon as reasonably practical to the police and as soon as reasonably practical thereafter obtain and advise the Supplier of the crime report number.
- 5) The Supplier reserves the right to continue to levy hire charges until any and all sums due under paragraphs 1) to 4) above have been recovered from the Hirer.

### **6.1 Insurance and Responsibility for Lost/Steal Equipment**

The Hirer agrees to pay the Supplier the full new list sale rate for any equipment which is lost or stolen or damaged beyond economic repair, and without any deduction for usage, wear and tear or age, and should insure the goods on this basis. All monies received by the Hirer from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of equipment, shall, to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer (or successor in title) and paid to the Supplier in full. In the event of loss or damage to the equipment the Suppliers account shall be payable in full on demand and such payment shall not be conditional on prior recovery by the Hirer of any sums under a policy of insurance. The Hirer shall remain bound by this condition, to the extent that any payment remains due to the Supplier under it all monies to the amount of that payment received by the Hirer from a policy of insurance or any other source in settlement of a claim relating to the loss, theft or damage of equipment shall be held by the Hirer on trust for the Supplier and paid to the Supplier on demand.

## **6.2 Recovery of Equipment**

The Hirer will take all practical steps to secure a proper return of lost or stolen equipment, in the event of loss or stolen equipment being subsequently recovered and returned by the Hirer to the Supplier the Hirer will be credited with the value of that equipment less the appropriate hire charges from the date on which the Supplier received notification of loss to the date of return.

## **7.0 MAINTENANCE OF EQUIPMENT**

The Hirer will keep acquainted with the state and condition of the equipment and ensure it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of equipment must be immediately notified in writing to the Supplier.

### **7.1 Damage**

All equipment will be inspected on its return to the Suppliers premises. Any such equipment in the opinion of the Supplier deemed to be damaged or unusable will be charged for at the Suppliers rates, as specified from time to time. Before leaving such charge the Supplier will serve 7 days notice upon the Hirer and during that period will afford the Hirer the opportunity at any reasonable time to inspect the damage for which the charge is made.

## **8.0 SAFETY**

The Supplier will provide the Hirer with appropriate instructional material where reasonably practicable and the Hirer will ensure that this is passed on to the operatives using the equipment, whom the Hirer shall in any event ensure are competent in the erection and/or use of the equipment by reason of such operatives having received adequate training therein.

## **9.0 PERIOD OF HIRE**

The date of collection or delivery will be the effective date of the commencement of hire charges.

The equipment hired will be subject to a minimum hire period, as specified in the Suppliers price list from time to time.

Hire charges are calculated weekly, fractions of a week being charged on a daily basis, the charge for one day being 1/7th of the weekly charge, except for each where there is a specified minimum hire period. The date of despatch and the date of delivery shall be whole days.

No allowance will be made for holiday periods or inclement weather or for any reason whatsoever beyond the Hirer's control including but not limited to, strikes, stoppages of labour, transport delays, Government interference or control or any other cause or contingency. The Supplier may at its sole discretion and subject to availability and at the request of the Hirer, add, subtract or substitute to the equipment let on hire without creating a modifying agreement within the meaning of the Consumer Credit Act 1974.

## **10.0 VARIATION TO PRICES**

The quotation is open for acceptance for 28 days. The Supplier reserves the right to increase prices thereafter. The quotation may be renegotiated should the original quantities or requirements change. After acceptance the Supplier may increase any price including that of equipment already on hire on 28 days notice in writing to the Hirer.

## **11.0 OUTSTANDING ACCOUNTS AND PAYMENT**

The Supplier reserves the right to charge compound interest at the rate of two per cent per month (on a daily basis), on all sums outstanding after the date for due payment. This entitlement to interest shall be without prejudice to the Suppliers right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts has been received.

All prices quoted will be deemed to be the Suppliers list prices unless agreed by the Supplier in writing. Counter-claim prices agreed which differ from the Suppliers list price will only remain applicable on the condition that the Suppliers normal payment terms will be complied with.

In the event that those payment terms are not complied with, full charges may be substituted therefor.

Should a dispute arise in respect of any specific item described by any specific invoice, the customer shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counter-claim against the Supplier will only be accepted for deduction from any payment made to the Supplier where the Supplier has agreed to such a deduction in writing. Counter-claims will only be considered for acceptance between the parties to this contract. No amount which might be due for payment to an associate company or to the parent company of the Hirer will be deemed to be acceptable as a counter-claim in this contract.

## **12.0 TERMINATION**

If the Hirer commits any breach of this, or any other contract with the Supplier, or if the Hirer renounces or stops payments or to makes deed of arrangement, assignment or composition with its creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purpose of reconstruction or amalgamation) or if the Supplier allows the assignment of the receiver or provisional liquidator, or suffers any distress or execution whether legal or equitable or any attempt thereat upon any of the Hirers property, or has an unsatisfied judgement against it for 14 days or more, or commits any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it, or dishonours any cheque drawn upon it, then the Hirer shall be deemed to have repudiated this contract. The Supplier may then immediately rescind the contract, and the receipt of any monies as well as damages for repudiation without prejudice to any other rights and remedies.

## **13.0 OWNERS RIGHTS**

Where the Hirer takes the equipment on hire intending to re-hire the equipment to a third party, the Hirer is deemed to retain control of the equipment whether or not it might remain in the Hirers possession. The Hirer shall be solely responsible for the payment of all hire charges raised by the Supplier and for all charges raised by the Supplier in respect of damage to or loss of the equipment. It is the sole responsibility of the Hirer to return the equipment to the Supplier. The Supplier will not deal directly with any third party in this contract.

## **14.0 HIRERS INDEMNITY**

The Hirer shall indemnify the Supplier against all loss, damage, claims or proceedings, and against any costs or expense arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of the use of any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it, or dishonours any cheque drawn upon it, then the Hirer shall be deemed to have repudiated this contract. The Supplier may then immediately rescind the contract, and the receipt of any monies as well as damages for repudiation without prejudice to any other rights and remedies.

## **15.0 TITLE**

The equipment, notwithstanding its loss or theft and any payment from the Hirer to the Supplier in respect of such loss or theft, shall remain the property of the Supplier. The value of any equipment thereafter returned to the Supplier by the Hirer will be credited to the Hirer and all hire charges in respect of this equipment will be re-constituted to and included in the time the equipment is returned to the Supplier.

## **16.0 IDENTIFICATION OF EQUIPMENT**

All components and parts shall be the exact dimensions supplied. Only equipment provided by the Supplier and identified by the Supplier as such will be accepted at the end of the hire period.

## **17.0 VALUE ADDED TAX (VAT)**

Unless specifically stated otherwise, prices and rates shown in quotations, contracts, invoices, certificates and correspondence are net of VAT, which will be payable to the Supplier as an addition to the rates chargeable at the rates laid down from time to time by Law. The Supplier shall be entitled to adjust the rates and amount of VAT retrospectively or otherwise comply with any rulings made by H.M. Customs and Excise affecting any goods sold, hired or provided by the Supplier.

## **18.0 THIRD PARTIES**

A person who is not a party to the contract shall have no right under the Contract (Rights of Third Parties) Act 1999.

## **19.0 LAW**

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.