

# GENERAL CONDITIONS FOR HIRING PLANT

## 1. DEFINITIONS AND LAW

The hired item(s) specified overleaf and hereinafter referred to as the Plant

Max Hire Ltd. is the Owner or Bailee of the Plant and is hereinafter referred to as the Owner. The invoicee shown overleaf is hereinafter referred to as the Hirer. The law of England shall govern the rights and obligations of the parties to this contract: the construction of the same; and, so far as possible, all other matters arising out of or connected with, the making, execution and termination of the same.

## 2. BASIS OF CHARGING

The Hirer will pay the hire charges shown overleaf which will commence from the time and at the rate(s) shown overleaf and continue during the term until the Plant is restored to the Owner in a clean and serviceable condition against the Owners's receipt. All charges are payable on demand. All time is chargeable, i.e. including Saturday, Sunday, Bank Holidays etc.

## 3. CARRIAGE CHARGES

Hire charges do not include carriage or any expenses incurred by the Owner in delivering, recovering Plant or attempting same will be paid by the Hirer. Where carriage charges are quoted by the Owner such charges will include a charge for a maximum of 30 minutes attendance by the Owner's vehicle at the address specified by the Hirer. Further time will be paid by the Hirer if delivery is attempted as arranged but the Hirer or his representative is not available to take delivery a further charge will be made for subsequent deliveries.

## 4. MAXIMUM PERIOD OF CONTRACT (If Hirer is not a Limited Company)

If the Hirer is an individual or partnership (including an unincorporated body of persons) and not a Limited Company then the contract will terminate not later than 3 months from the commencing date. In which circumstances the Hirer shall on the eve of the last day of the said 3 months restore the Plant to the Owner. Plant not restored to the Owner will be subject to detainee charges.

## 5. EXTENT OF CONTRACT

The contract commences when instructions have been received from the Hirer and accepted by the Owner and terminates when all parties have discharged their contractual obligations. The Plant hired out subject to the terms overleaf and herein set out. All terms whatsoever other than those expressly set forth herein are hereby excluded.

## 6. RESPONSIBILITIES OF PERSON SIGNING

The person signing the contract warrants that he has authority of the Hirer to make this contract on the Hirer's behalf. The said person hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so. The said person hereby acknowledges that he has been instructed in the operation and use of the plant. The said person and the Hirer jointly and severally hereby undertake to ensure that no one uses the Plant who is not properly instructed and shall not allow the Plant to be misused

## 7. DELIVERY IN GOOD ORDER.

The person signing the contract, having been afforded an opportunity to inspect the Plant, the Plant is hereby deemed to be in good working order and wholly free from damage at the time of delivery.

## 8. RESPONSIBILITY OF HIRER - Loading and Unloading

The Hirer shall be responsible for loading and unloading the Plant at the address specified by the Hirer, and likewise at the Owner's premises when transported by the Hirer, or his agent, and any person supplied by the Owner shall be deemed to be an employee of the Hirer at such times.

## 9. THE HIRER'S RESPONSIBILITY

The Hirer's responsibility commences on receipt of the plant or on delivery as requested and ends when the Hirer is in possession of the Owner's receipt for all the Plant. The hirer agrees that he will not sell or otherwise part with control of the Plant

## 10. HIRER'S RESPONSIBILITY - Third Party

The Hirer shall at all times and in all respects indemnify the Owner against and from, any and every expense, liability, loss, claim or proceeding whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hirer (if the same is possible) and injury to any servant, employee or agent of the Hirer) and in respect of damage to any property whatsoever (including the Plant) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Plant or any part thereof.

## 11. ELECTRICAL EQUIPMENT

Where the Plant comprises electrical equipment in part or in whole the same should normally be used with plugs and/or sockets as fitted but if temporarily replace with other suitable plugs or sockets, this must be carried out by a competent person who must also reinstate to original condition. Under no circumstances should electrical Plant be used without it being correctly earthed unless it is of double insulated construction.

## 12. MAINTENANCE OF PLANT & BREAKDOWN PROCEDURES

The Hirer shall keep himself acquainted with the state and condition of the Plant and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Plant must be immediately notified to the Owner. Under no circumstances shall the Hirer repair or attempt to repair the Plant unless authorised by the Owner. Such Plant must be returned to the Owner's premises for examination or when rectification elsewhere is requested, the Hirer agrees to pay carriage if required by the Owner.

## 13. REMOVAL OF PLANT

Plant must not be removed from the site specified by the Hirer when the Plant was collected, without the authority of the owner, or from any subsequently authorised site, or from the address to which the Owner delivered the Plant.

## 14. CONSEQUENTIAL LOSSES

The Owner shall not be liable for any consequential expense, liability, loss, claim or proceeding, whatsoever caused by or arising out of, the late delivery, non-delivery, unsuitability, or repossession of the Plant, or any part thereof or any breakdown, or stoppage of same.

## 15. LOST, NON-RETURNED, DAMAGED OR UNCLEAR PLANT

When the Plant is lost or stolen or cannot be retrieved by the Owner, the hire will be deemed to end when the Hirer pays to the Owner the Manufacturer's recommended selling price. The Hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of the Plant returned damaged or unclear. Hire charges will continue until such rectification is complete. Upon payment of an additional charge equal to 5% of the total hire charge, the Hirer may avoid any costs in respect of repairs to Plant necessitated by accidental damage. Where the Owner collects the Plant from the Hirer, the hire agreement will not be finalised until the condition of the Plant is inspected at the Owners premises.

## 16. DETERMINATION OF HIRE

The Owner shall be entitled at any time and for any reason whatsoever, without explanation, to terminate this contract (such termination to be effective immediately) and to repossess the Plant or any part thereof.

## 17. RIGHTS OF ACCESS

The Hirer hereby authorises the Owner (upon production of this document) to enter upon any premises wherein the Owner reasonably believes any Plant, or any part thereof to be. and if, and in so far as, the Owner in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

## 18. SEPARATE TERM VALIDITY

Should any term in this contract be held to be invalid such invalidation will not effect the validity of the remaining terms.

## 19. ALL GOODS

All goods supplied by the Owner remain the property of the Owner and title of such goods shall not pass to the purchaser until the goods are finally paid for.