

Premier Plant Hire

(CAMBERWELL PLANT HIRE LTD.)

TERMS & CONDITIONS OF HIRE & SALE

TERMS & CONDITIONS OF HIRING

The following Conditions apply to and are deemed to be incorporated in all contracts for hire of the Owners plant and in the event of any conflict between these Conditions and any terms and conditions preferred by the Hirer the Owners Conditions apply.

1) DEFINITIONS

- (a) The "Owner" is the company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.
- (b) The "Hirer" is the company, firm or person, Corporation or public authority taking the Owners plant on hire and includes their successors and assigns.
- (c) "Plant" covers all classes of plant or machinery, equipment and accessories which the "Owner" agrees to hire to the "Hirer"

2) SEPARATE TERMS VALIDITY

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

3) ORDERS

- (a) All orders must be in writing accompanied by sufficient information for the Owner to proceed forthwith
- (b) The Owner endeavours to execute all orders at prices ruling at the time of acceptance of order but reserves the right to alter rates of hiring charges without notice.

4) BASIS OF CHARGING, COMMENCEMENT AND TERMINATION OF HIRE

Plant shall be hired on "per day" or "per week". In the case of plant hired "per week" for a minimum period, odd days at the end of the hire period shall be charged pro rata. The date of commencement of hire is the date and time the plant leaves the Owners premises or equivalent, The date of termination of hire is the date and time it is returned to the Owners premises or equivalent, in a clean and serviceable condition against the Owners receipt. All time is chargeable, i.e. including Saturday, Sunday, Bank Holidays etc. The day of hiring and the day of return will both be charged as whole days.

5) DEPOSITS

The deposit will be held by the Owner as security against the return of the plant, and is not to be treated by the Hirer as payment or part payment of the hire charges. The Owner reserves the right to deduct from the deposit any sum or sums due from the Hirer whether the same be liquidated or unliquidated and whether the same be due on contracts between the same parties other than the one in which the deposit was paid

6) TRANSPORT

- (a) The Hirer should arrange for the collection and return of the Owners Plant.
- (b) The Owner may at the Hirers request and at the Hirers expense undertake delivery and collection of the plant hired. (In the case of collection this must be in writing). But the Hirer must provide adequate labour and facilities for loading and unloading of same.
- (c) When collection is undertaken by the Owner, the Owners servant or agent who makes the collection is authorised only to sign or give a receipt to the effect that the plant has been collected unchecked and unexamined.
- (d) When delivery or collection of the plant is undertaken by the Owner the Hirer shall accept all responsibility for and indemnify the Owner against all damage to property or injury to persons howsoever caused which occurs at the time of delivery or collection whether the same be on or off the Hirers premises

7) PROPERTY

- (a) All plant shall remain the property of the Owner and the Hirer shall not sell or offer for sale, charge, mortgage, pledge, lend, hire underlet or part with possession of the Owners plant
- (b) The Hirer shall not allow any lien to be created upon the owners plant and shall protect it against distress, executions or seizure and shall indemnify the Owner against all losses costs and charges, damages and expenses incurred by the Owner arising therefrom.

8) HIRERS RESPONSIBILITY

- (a) The Hirer shall ensure that the nature construction capacity and performance of the plant ordered by him are and remain sufficient and suitable for any purpose to which they may be applied and no warranty is given nor shall be implied as to the suitability of the Owners plant for any purpose
- (b) The Hirer shall keep the plant in good working order and condition, ensure that it is operated by competent personnel and keep insured against all risks.
- (c) The Hirer shall allow the Owner access to the plant at all reasonable times for the purpose of inspecting, testing, adjusting, repairing or replacing the same.
- (d) The Hirer shall be responsible for and shall indemnify the Owner against all loss of or damage to the Owners plant from whatsoever cause arising
- (e) The Hirer shall be responsible for and shall indemnify the Owner against any liability for every form of consequential loss injury or damage suffered by the Hirer or any third party howsoever caused which may arise solely from the hire of the Owners plant.

9) OWNERS LIABILITY

The Owners liability arising from the hire of its plant for any loss or injury or damage howsoever caused shall be limited to making good by replacement or repair at the option of the Owner defects in its plant which under proper use arise solely from faulty materials or workmanship.

10) DETERMINATION OF HIRE

The Owner shall be entitled at any time and for any reason whatsoever, without explanation to terminate this contract and repossess the plant and the Hirer hereby authorises the Owner to enter upon premises wherein the Owner reasonably believes the plant or part thereof to be to repossess same.

11) CHARGES FOR NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (a) The Hirer agrees to insure the equipment against loss theft or damage beyond economic repair, in accordance with Section 11(b) and indemnify the Owner in a similar amount. The Hirer shall not compromise any claim without written consent from the Owner.
- (b) When plant is damaged beyond repair or 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 manufacturers recommended selling price or replacement cost whichever the greater. Plant will be invoiced on notification of same and after a period of 30 days from the date of invoice charges will continue at two thirds the normal rate until payment is received.

12) MAINTENANCE OF PLANT AND BEAKDOWN PROCEDURES

The Hirer shall keep himself acquainted with the state and condition of the plant and ensure that it remains safe, serviceable and clean. Check and maintain all recommended oil levels. Any breakdown or any unsatisfactory working of the plant must be notified immediately to the Owner. No attempt shall be made to the Hirer to repair the plant unless authorised by the Owner. The plant must be returned to the Owner for examination repair when requested; the Hirer agrees to pay the carriage if required by the Owner.

13) RIGHTS RESERVED

Failure by the Owner to enforce any or all of these conditions shall not be construed as a waiver of any of the Owners rights.

14) PAYMENT

If payment is not made on the due date, the Supplier shall be entitled to interest on the amount that is overdue at the contemporary base rate of the Lloyds Bank Plc plus 4% calculated on a day to day basis.

15) GOVERNMENT REGULATIONS

The Hirer will be responsible for compliance with relevant regulations issued by the EU, Government or local authorities, including regulations under the Factories Acts, Health and Safety at work etc., Act and observance of the Road Traffic Acts should they apply.

16) SHARPENING OF DRILL / STEELS ETC.

Where appropriate, the cost of re-sharpening will be borne by the Hirer.

CONDITIONS OF SALE

Interpretation

- (a) In these conditions 'The Company' means PREMIER PLANT HIRE' or any subsidiary company or agent authorised by them and 'The Purchaser' means the person or persons firm or company doing business with the Company.
- (b) 'The Goods' means all products supplied by the Company to the Purchaser whether by the Company or agents for another.

GENERAL

- (a) These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.
- (b) The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of refusal of any order no damages or expenses of any kind shall be payable by the Company.
- (c) The Company shall in no event be liable for any inaccuracy or mis-description of the Goods or for any loss or damages either direct or consequential flowing therefrom or from any or from any other cause whatsoever including any defect whatsoever in the Goods notwithstanding any written or oral representations warranty or condition which the Company or their representative or there agent may have made or implied warranties or conditions. The Company shall in no event be liable for fundamental breach of the agreement for sale.
- (d) In purchasing goods from the Company on these terms and conditions the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgement of the Company or of its employees or agents as to matters connected with the goods
- (e) The Purchaser shall be responsible for providing any guard or protection to comply with any statutory requirements in connection with the operation of machinery.
- (f) Any complaint about the goods supplied shall only be entertained by the Company if made within three days of delivery.
- (g) Credit will only be issued on returns if Delivery Note is quoted.
- (h) The goods shall remain property of the Company until paid for in full by the Purchaser and any cheques cleared but shall be at the risk of the Purchaser as from the date of delivery.
- (i) If the payment is delayed beyond the agreed terms the Company reserves the right to charge interest on the amount that is overdue at 4% above the contemporary base rate of Lloyds Bank Plc on a day to day basis.

DELIVERY

The Company shall not be responsible for delay in delivery due to matters outside the Company's control.

INDEMNITY

The Company shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damage or personal injuries or other losses, howsoever caused directly or indirectly by the Goods.