

**TERMS & 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 Hirers 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, St Helens Plant Ltd, (Reg No# – 5159111)

The 'Supplier' the company, firm or person from whom the equipment is to be hired and where the content so admits shall include the Hirers servants, agents, successors, the Suppliers successors, assigns or personal representatives.

'List Price' means those prices appearing in the Suppliers current price list.

'The Hirer' is the company, firm, person or corporation or public authority taking the Suppliers equipment on hire and includes the Hirers servants or agents or any sub-contractors servants or agents and the Hirers successors or personal representatives

**3.0 TERMS OF PAYMENT**

**3.1** All accounts are strictly net and include VAT where appropriate, and where a Hirer has an approved account, confirmation of which has been given in writing by the Supplier, payment will be due from 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 recent will become due immediately. Invoices will be presented at regular intervals during the period of hire.

**3.2** 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 between the Supplier and the Hirer has agreed the Suppliers Terms of Business. The continuation of credit facilities will be reviewed periodically.

**3.3** Where a Hirer does not have an approved credit account, before a period of hire begins the Hirer will pay a minimum hire charge and a deposit of a value specified from time to time to be calculated in accordance with the Suppliers list prices ruling which will be held in security until the return in good order 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 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 quick check of the equipment once loaded and sign the delivery note before leaving the Suppliers premises as conclusive proof of a 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 applicable transport rates. Such charges may include any wasted journey or transport time reasonably incurred by the Supplier in attempts to comply with 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 the dates given in delivery or collection, but the Supplier accepts no liability in failure to do so, unless an express guarantee 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 loss of hire income shall be recoverable by the Supplier in the event of the Hirer cancelling the Contract. If the Hirer requires delivery of the equipment to be postponed to a later date than originally agreed on then the Supplier reserves the right to charge for the hire as from the original contract date.

## **5.3 HIRERS RESPONSIBILITY FOR ACCEPTANCE OF EQUIPMENT**

If the Hirer or representative thereof is not present when equipment is delivered the Supplier will dispatch a Hire Delivery Note to the Hirer. Unless any alleged discrepancy is reported to the Supplier by letter and received by the Supplier within two working days of the 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 in a clean and sound condition. The Hirer must give at least 48 hours' notice of his intension to end the hire period, and obtain an off-hire reference from the Supplier. Hire charges will cease from that agreed date provided the equipment is returned within the period of notice. For this purpose, Saturdays, Sundays, Bank holidays and Public holidays are not 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, the Hirer shall be bound to pay the Suppliers carriage charge, counting procedures for off-hire equipment collected will only take place upon return to the Suppliers yard. If the Supplier is unable for whatsoever reason, to collect any off-hired 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 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 thereby to enter the premises which the equipment is situated to inspect 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**

- 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 the Supplier takes the equipment back into the Suppliers own possession.
- 2) The Hirer will pay 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 loss reasonably incurred by the Supplier while such rectification is carried out.
- 3) The Hirer shall notify the Supplier immediately upon the loss of any of the equipment, howsoever, arising and shall be liable to pay the hire charges in respect of the lost equipment up to and including the date of 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 practicable 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 or all sums due under paragraphs 1) –4) above have been recovered from the Hirer.

## **6.1 INSURANCE AND RESPONSIBILITY FOR LOST AND STOLEN EQUIPMENT**

The Hirer agrees to pay the Supplier the full new list sale rate for any equipment that 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 the equipment shall, to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer or (assessor/assigned body) and be paid to the Supplier on demand.

## **6.2 RECOVERY OF EQUIPMENT**

The Hirer will take all practicable steps to secure a proper return of lost or stolen equipment, in the event of lost 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 on the date of return.

## **7.0 MAINTENANCE OF EQUIPMENT**

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

## **7.1 DAMAGE**

All equipment will be inspected on return to the Suppliers premises. Any such equipment deemed by the Supplier to be damaged and unusable will be charged for at the Suppliers rates as specified from time to time. Before levying 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 to which the charge is made.

## **8.0 SAFETY**

The Supplier will provide the Hirer with the appropriate instructional material where reasonably practicable and the Hirer will ensure that this is passed onto 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 respective 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 charged are calculated weekly, fractions of a week are charged on a daily basis. The charge of one day being 1/7th of a weekly charge, except for each item there is a specified minimum hire period, the date of dispatch and the date of delivery shall be whole days.

No allowances will be made for holiday periods and inclement weather or any reason whatsoever beyond the Suppliers control including strikes, lock outs, cessation 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 on hire without creating a modifying agreement within the meaning of the Consumer Credit Act 1974.

## **10.0 VARIATIONS TO PRICES**

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

## **11.0 OUTSTANDING ACCOUNTS AND PAYMENTS**

The Supplier reserves the right to change the rate of compound interest at a rate of 2% per month (on a daily basis) on all sums outstanding after the due date of payment. The entitlement to interest shall be without prejudice to the Supplier right to terminate the hire through reason of non-payment. Interest will continue to incur after such termination until payment of all overdue amounts have been received.

All priced quoted will be deemed to be the Suppliers list prices, unless agreed by the Supplier in writing. Any prices agreed that differ from the Suppliers list price will 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 thereafter.

Should a dispute arise from any specific item described on any specific invoice, the customer shall not be entitled during the course of the 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 the 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 of this Contract. No amount that maybe 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 context.

## **12.0 TERMINATION**

If the Hirer commits any breach of this or any other contract with the Supplier, or ceases business or stops payment to or makes deed of arrangement, assignment or composition with the creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purposes of reconstruction amalgamation) or suffers or allows the appointment of a receiver or provisional liquidator or suffers any distress or whether legal equitable or any attempt thereof of the Hirers property, or has an unsatisfied judgement against it for 14 days or more or commits to any act of bankruptcy or has an order or notice of resolution for winding up proposed or made against it, or dishonours any cheque made upon it, then the Hirer will be deemed to have repudiated this Contract. The Supplier may then repossess the equipment and recover any monies due as well as damages for repudiation without prejudice to any other rights and remedies.

## **13.0 OWNERS RIGHTS**

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

## **14.0 HIRERS INDEMNITY**

The Hirer shall indemnify the Supplier against any loss, damage, claims or proceedings and against any cost or expense arising out, 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 or in the course of the use or misuse of the equipment by any person (other than that caused by the Supplier) or arising out of this Contract. The Hirer shall effect and keep in force at all times Policies of insurance in respect of the Hirers liabilities under this condition.

## **15.0 TITLE**

The equipment notwithstanding its loss or theft, and any payment from the Hirer to the Supplier in respect thereof, will at all times remain the property of the Supplier. The value of any equipment thereafter returned to the Supplier will be credited to the Hirer and all hire charges in respect of this equipment will be re-instituted up to an including the time the equipment is returned to the Supplier.

## **16.0 IDENTIFICATION OF EQUIPMENT**

All components are to be returned in the exact dimensions supplied. Once 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**

Unless specifically stated otherwise prices shown in quotations, contracts, invoices, certificates and correspondence are nett exclusive of VAT, which will be payable to the Supplier as an addition to the rates chargeable at the rates laid down time to time by law. The Supplier shall be entitled to adjust the rates and amount retrospectively or otherwise comply with any rulings made by HM 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).