

CUSTOMER COPY / HARDCORES COPY
TERMS AND GENERAL CONDITIONS FOR THE HIRING OF PLANT

1. **Definition and general**
Weekly rates are for a 40-hour 5-day week. Additional charges will be made for weekend work.

2. **Basis of charging**
The Hirer agrees to pay the hire charges which will commence from the time and at the rate(s) shown and continue until the Plant is returned to or collected by the Owner and a receipt issued by the Owner.

3. **Other charges**
Hire charges relate solely to the hire of the Plant. They do not include delivery to and from the Owner's premises or site.

4. **Delivery in good order**
The person signing has been afforded an opportunity to inspect the Plant which is deemed to be in good working order and wholly free from damage at the time of signature. If the Plant has been accepted on site by the Hirer, the Plant is also deemed to be in good working order and wholly free from damage at the time of delivery.

5. **Lost, non-returned, damaged or unclean Plant**
The Hirer must immediately notify both the Owner and the police of any loss or theft of the Plant. When the Plant is not returned or is returned incomplete the liability of the Hirer shall only cease when the Hirer pays to the Owner the manufacturer's current list price for the missing or incomplete item of Plant. The hirer agrees to pay to the Owner all costs incurred by the Owner in rectifying the condition of the Plant if it is returned damaged unclean or incomplete. Hire charges will continue until such rectification is complete.

6. **Maintenance of Plant and breakdown procedures**
The Hirer shall ensure that the Plant 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 the Plant, except for punctures, unless authorised by the Owner. Such Plant must be returned to the Owner's premises for examination or when rectification elsewhere is requested.

7. **Safe use of the Plant**
The Hirer confirms that it has the necessary knowledge and experience to operate and use the Plant. The Hirer will not misuse the Plant. The Hirer will not allow any person to use the Plant who is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed.

8. **Security of the Plant**
The Hirer shall not sell or otherwise part with possession and/or control of the Plant and shall remain responsible for the Plant and its safekeeping during the hire period.

9. **Hirer's responsibility - third parties**
The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the Plant and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the Owner or any of the Owner's Employees.

10. **Consequential losses**
The Owner shall not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability or repossession of the Plant, or any breakdown or defect in the Plant.

11. **Period and determination of hire**
If the Hirer is an individual within the meaning of the Consumer Credit Act 1974 the maximum period of hire shall be 3 months. The Owner shall be entitled at any time and for any reason whatsoever and without explanation to terminate with immediate effect the hire contract and to repossess the Plant.

12. **Right of access**
The Hirer shall allow the Owner access to the Plant at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

13. **Mini Digger Hire**

The machine is hired out on a daily basis and will not be left on site under any circumstances. The machine will be delivered by 8:00 am and collected at 4:30 pm each day, Monday to Friday. Under no circumstances should the machine be left unattended. Any damage to the machine will be the hirer's responsibility – all as per section 5 in Terms and Conditions

COMPANY NAME:

SIGNED:

PRINTED:

DATE: