

# TERMS AND CONDITIONS OF HIRE OF CALL 2 HIRE LTD

## 1 DEFINITIONS.

In this document the following words shall have the following meanings

- 1.1 "The Owner" means the company, firm or person hiring out the Equipment;
- 1.2 "The Hirer" means the company, firm or person who hires the Equipment from the Owner; The operator must be over 21 years of age and considered competent (at the discretion of any employee of Call to Hire Ltd)
- 1.3 "The Equipment" means anything the Owner agrees to rent to the Hirer
- 1.4 "The Site" means the premises or site specified by the Hirer where the Equipment is to be used.

## 2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the hire of the Equipment by the Owner to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Owner in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Owner.
- 2.3 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

## 3 COMMENCEMENT

The period of hire shall commence from the time that the Equipment leaves the Owner's premises or other agreed location and shall continue until returned to the Owner's premises or other agreed location or termination of hire is confirmed in writing if the Owner is to collect.

## 4 DELIVERY AND RETURN

- 4.1 Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to the Owner and for all costs incurred in connection therewith, and any driver or operator supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.
- 4.2 Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to the Owner and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.

## 5 HIRER'S OBLIGATIONS

The Hirer must:

- 5.1 use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity;
- 5.2 regularly check the condition of the Equipment during the period of hire. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition;
- 5.3 during the period of hire ensure the security and safekeeping of the Equipment;
- 5.4 allow the Owner access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 5.5 immediately inform the Owner of any breakdown of the Equipment or any problem affecting the working of the Equipment;
- 5.6 not repair the Equipment without the prior written consent of the Owner;
- 5.7 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.8 unless otherwise agreed in writing by the Owner, keep the Equipment in its own possession at the Site;
- 5.9 return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full;
- 5.10 not sell or offer for sale, assign, mortgage, pledge, re-hire or lend the Equipment to any third party;
- 5.11 comply with any relevant Government or Local Authority Regulations.

## 6 BREAKDOWN AND REPAIRS

- 6.1 Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.
- 6.2 Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by the Owner arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.
- 6.3 Where the Owner decides to carry out urgent repairs to the Equipment during the period of hire, the Owner shall be obliged to replace the Equipment with equipment of a similar type and the Owner shall be liable for all transport costs involved. Where no replacement equipment is available the Owner shall be entitled to terminate the hire immediately by notice in writing to

the Hirer. The Owner shall be liable for all transport costs where termination occurs within 3 months of the start of the period of hire and for the costs of loading and returning the Equipment where termination occurs more than 3 months after the start of the period of hire.

## 7 CHARGING

The Equipment may be hired out on the basis outlined in Schedule 1 to this agreement. All Equipment is hired on the basis of payment within 30 days of the Owner's monthly invoice.

## 8 TERMINATION

- 8.1 Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to the Owner.
- 8.2 If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Owner in the Equipment may be prejudiced or put in jeopardy, the Owner shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for the Owner to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof.

## 9 LIABILITY

- 9.1 The Owner shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 9.2 The Owner shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3 The liability of the Owner with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at the Owner's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.
- 9.4 Nothing in these Terms and Conditions shall exclude or limit the liability of the Owner for death or personal injury caused as a result of the Owner's negligence, breach of contract or otherwise.

## 10 INSURANCE

The Hirer shall be responsible for insuring the Equipment against loss, damage or theft. The Equipment shall be insured for the manufacturer's current published list price. The hire will continue at 2/3rds the hire rate until the damaged machine is repaired and paid for or, if stolen, until the said piece of plant is paid for in full or returned in a fully useable state.

## 11 INDEMNITY

The Hirer agrees to indemnify and hold the Owner and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Owner by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire.

## 12 SEVERANCE

6.5

## 13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of [England OR Scotland] and the parties hereby submit to the exclusive jurisdiction of the [English OR Scottish] courts.

## SCHEDULE 1

### Basis of Charging

Equipment may be hired for a minimum number of 8 hours per day or 40 hours per week. Additional days shall be charged pro rata.

Daily charging basis, 8 hours. All hires will terminate at 16.30 hrs irrespective of the start time.

The Hirer shall be charged the full daily rate.

Weekly charging basis, 5 day 40 hour week.

The Hirer shall be charged the full weekly rate.

Cleaning of dirty equipment will be charged to the Hirer.

All equipment will be supplied with a full fuel tank and be refilled on the termination of hire, any top up of fuel required will be charged to the Hirer.

### Breakdown Periods

Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment full allowance for the hire charges will be made to the Hirer. Breakdown time in respect of such periods shall be allowed for not more than 8 hours per day less the actual hours worked.

### "All-in" Rates

Where "all-in" rates are charged by agreement the minimum period shall be as agreed between the parties and in accordance with the hire rates as agreed.