

General Conditions Of Hire

1. Definitions

- a. The 'Owner' is the company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives. Use of the word 'Owner' in this document does not imply that the Owner has title to the Plant.
- b. The 'Hirer' is the company, firm, person or public authority taking the Plant on hire and includes their successors or personal representatives.
- c. 'Plant' covers all classes of plant, machinery, equipment and related accessories which the Owner agrees to hire to the Hirer.
- d. A 'day' shall be 8 hours and a 'week' shall be 7 consecutive days.

2. Extent of Contract

No conditions or warranty other than specifically set out in these standard terms shall be implied or deemed to be incorporated in to or form part of the Contract. The Hirer agrees that the Owner's General Conditions of Hire prevail over any terms and conditions issued by the Hirer.

3. Availability of Plant

The Plant is offered subject to being available to the Owner at the time required by the Hirer.

4. Loading and Unloading

The Hirer shall be responsible for unloading and reloading the Plant at site. Any driver or operator supplied by the Owner shall be deemed to be under the Hirer's control.

5. Delivery in Good Order

Unless notification in writing to the contrary is received by the Owner from the Hirer within one day of the Plant being supplied, the Plant shall be deemed to be in good order in accordance with the terms of Contract and to the Hirer's satisfaction.

6. General Maintenance of Plant

- a. The Hirer shall be responsible for the safekeeping and running maintenance of the Plant, use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the hire in the same condition as on delivery to the Hirer (fair wear and tear excepted).
- b. The Hirer shall take all reasonable steps to keep itself acquainted with the state and condition of the Plant. If the Hirer uses Plant that is in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any consequent damage, loss or accidents whether arising directly or indirectly.
- c. The Hirer shall regularly clean the Plant and return it in a perfectly clean condition. The Hirer shall be responsible for any expense involved in cleaning the Plant incurred by the Owner.

7. Breakdown

- a. Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date when notification is received by the Owner.
- b. Full allowance will be made to the Hirer for any stoppages due to breakdown of Plant caused by the development of an inherent fault or fair wear and tear and for all stoppages for the normal running repairs in accordance with the terms of the Contract. The Hirer shall be responsible for all expenses involved arising from any breakdown and all loss or damage or misuse of the Plant, whether by the Hirer or his servants, and for the payment of the hire charges during the period the Plant is necessarily idle due to such breakdown.
- c. Under no circumstances shall the Hirer repair or attempt to repair the Plant unless authorised in writing by the Owner. No allowance for hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been authorised in writing by the Owner.

8. Other Stoppages

No claims will be admitted, other than those allowed for under Breakdown under condition 7, for stoppages through causes outside the Owner's control, including without limitation bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft ground.

9. Consequential Losses

The Owner accepts no liability for direct or indirect loss of revenue or profit or for any consequential loss or damage due to arising from the breakdown or stoppage of the Plant through any cause whatsoever, or through non-delivery arising from accident or breakdown during loading, unloading, or transport of the Plant.

10. Servicing and Inspection

The Hirer shall at all reasonable times allow the Owner, its Agents or insurers to have access to the Plant to inspect, test, adjust, repair or replace the same.

11. Notice of Accidents

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner, confirmed in writing – either by fax or email to the Owner's Office, and in respect of any claim not written the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

12. Hirer's Responsibility for Loss and Damage

- a. During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in condition 10, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever whether for injury to person or property or otherwise caused by or in connection with or arising out of the use of the Plant and in respect of all costs and charges in connection therewith whether arising under statute or common law.
- b. When the Plant is reported lost or it is not returned when the termination of the hire is requested by the Hirer, the hire will be deemed to end when the Hirer pays the Owner the Manufacturer's current list price for the Plant. The Hirer agrees to pay 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 payment has been received.
- c. Risk in the Plant passes to the Hirer on supply and reverts to the Owner on redelivery of the Plant to the Owner.

13. Sub-Letting

The Hirer shall not sub-let or lend the Plant from the site to which it was supplied unless prior written consent is obtained from the Owner.

14. Change of Site

The Hirer shall not move the Plant from the site to which it was delivered or consigned unless prior consent is obtained from the Owner, such consent to be confirmed in writing.

15. Government Regulations

The Hirer will be responsible for compliance with all regulations issued by the Government of Local Authorities, including Regulations under the Factories Acts, and observance of the New Roads and Street Works Act, the Road Traffic Acts, Traffic Signs Regulations and General Directions and all other applicable laws and shall immediately notify the Owner of any costs, losses and penalties arising as a consequence of non-compliance by the Hirer. The Hirer shall indemnify the Owner in

full on demand for all costs, losses and penalties arising as a consequence of the Hirer's non-compliance with any applicable laws (including, without limitation, penalties imposed where Plant is not removed from Site due to Hirer giving less than 24 hours' notice in writing of termination of hire). The Hirer shall notify the Owner in writing within 48 hours of the Hirer receiving any fine or penalty in respect of the Plant.

16. Owner Plates

The Owner may affix his plate or mark on the Plate indicating that it is its property and the Hirer shall not remove, deface or cover up the same.

17. Basis of Charging

1 day hire or less = $\frac{1}{2}$ weekly rate
2 day hire = $\frac{4}{5}$ weekly rate
over 2 days hire = weekly rate

- a. After the first week, odd dates in excess of an exact number of weeks will be charged at $\frac{1}{3}$ of weekly terms.
- b. The daily rates will not apply to Plant hired on a 'week minimum' basis.
- c. Hire rates do not include carriage and any expense incurred by the Owner in delivering or recovering Plant will be charged to the Hirer. Not less than 24 hours' notice must be given to the Owner if the Hirer wishes Plant to be collected or the Hirer will incur a call-out charge.
- d. Consumable stores will be charged at current prices or an agreed estimate thereof.

18. Commencement and Termination of Hire

- a. The hire period shall commence when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or in compliance with condition 6.
- b. Where a Hirer notifies the Owner of termination of hire this can only be accepted where either the Plant is returned to the Owner's depot or at least 24 hours' notice of termination of hire is confirmed in writing if the Owner is to collect.
- c. The Hirer is responsible for ensuring that all receipts for Plant or equipment returned off hire are countersigned by a representative of the Owner.

19. Maximum Period of Contract (Hires to Unincorporated Bodies)

If the Hirer is an individual, partnership or other unincorporated body the contract of hire will terminate no later than three months from the date of its commencement and the Hirer shall return the Plant to the Owner on or before the last day of the three month period.

20. Acceptance of Hire Conditions

The acceptance of any Plant from the Owner by the Hirer on site will constitute the acceptance of these standard terms.

21. Payment Terms

Payment of the Company's hire charges shall be made by a Hirer with an approved credit account not later than the end of the month following the month of invoice. If any sum remains unpaid after the due date, the payment of all hire charges, no matter how recent, shall become due immediately.

22. Protection of Owner's Rights

- a. The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant, except as provided under condition 16 and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising from any failure to observe and perform this Condition, except in the event of Government requisition.
- b. If the Hirer fails to make prompt payment of all sums due to the Owner or shall fail to observe and comply with these standard terms, or suffers any distress or execution to be levied against it or makes or proposes to make any arrangement with its creditors or being a company, goes into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy, the hire period shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived a previous default) and the Owner shall be entitled to retake possession of the said Plant and for that purpose to enter into or upon any premises.

23. NHSS 12d

Site Maintenance:

The Hirer shall take all reasonable steps to ensure maintenance is carried out in accordance with 7.2.1 of the National Highways Sector Scheme document for 12d, unless the Owner is specifically contracted to carry out the aforementioned maintenance: 7.2.1

A temporary traffic management installation shall be inspected, maintained and recorded by a RLTMO or RTMO at least every 4 hours during the on-site working hours. Organizations will include in their quality plan arrangements for out of working hours inspections, as identified and required by the site location.

24. The Owner will not accept any responsibility/liability for Hirers working outside of the designated Traffic Management works area.

25. Cancellations and Abortive charges:

All works orders that are raised and subsequently cancelled or aborted (by the hirer for any reason or by Amberon Ltd on grounds of safety) are subject to the following implementation of pricing: Cancelled with more than 24 hours' notice = No charge
Cancelled 24 hours–2 hours' notice = 50% charge
Cancelled within 2 Hours of scheduled start or delivery time = 75% charge
Cancelled upon arrival at site = 100% charge
Aborted after commencement of works = 100% charge

26. Governing law and jurisdiction

These Conditions shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the Courts of England and Wales.