

GENERAL CONDITIONS FOR THE HIRING OF PLANT

1. The Hired items specified overleaf (hereinafter referred to as Plant) are the property of AB HIRE. (hereinafter referred to as the Owner) and the hirer as shown overleaf (or the person signing for the Plant if paragraph 6 is implemented) agrees he will not sell, hire out, lend or otherwise part with possession of the said Plant.
2. BASIS OF CHARGING: Hire charges will commence from the time shown on the Contract and will continue until returned to our depot or collected by our transport. All days are charged including Saturday, Sunday, Bank Holidays etc.
3. CARRIAGE CHARGES: Hire charges do not include carriage and any expenses incurred by the Owner in delivering or recovering plant will be charged to the Hire, such charges will include a maximum of 30 minutes attendance by the Owners vehicle at the Hirers site. Further time will be charged for.
4. EXTENT OF CONTRACT: No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated to form part of the Contract.
5. LOADING AND UNLOADING: The Hirer shall be responsible for unloading and reloading the Plant at the site and any person supplied by the Owner shall be deemed to be under the Hirer's control.
6. PERSON SIGNING: The Person signing the contract warrants that he has the authority of the Hirer to make this Contract on the Hirer's behalf. The person so signing indemnifies the Owner against all losses and costs that may be incurred by the Owner if this is not so.
7. DELIVERY IN GOOD ORDER: The Hirer must satisfy himself that the Plant is in good working order and that the Plant is not damaged in any way before signing the Contract.
8. ELECTRICAL PLANT: Electrical Plant must be connected to the correct supply by a qualified electrician. Under no circumstances should electrical plant be used without it being correctly earthed unless it is of double insulated construction.
9. MAINTENANCE OF PLANT: The Hirer shall keep himself acquainted with the state and condition of the Plant and ensure that it remains serviceable and clean.
10. BREAKDOWN: Any breakdown or unsatisfactory working of the Plant must be immediately notified to the Owners. Under no circumstances shall the Hirer repair or make any attempt to repair the Plant unless authorised by the Owner. The Owner only undertakes to make adjustment or to repair his Plant on his premises. Plant may be returned to the Owner for replacement or the Owner will deliver a replacement but he reserves the right to charge carriage.
11. CONSEQUENTIAL LOSSES: The Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from breakdown or stoppage of the Plant through any cause whatsoever or the Owner's inability to supply.
12. PERIOD OF HIRER'S RESPONSIBILITY: The Hirer's responsibility commences on the receipt of the Plant, or on delivery as requested and ends when the Hirer in possession of the Owner's receipt for all the Plant. The Hirer shall make good to the Owner all loss of or damage to the Plant from whatsoever cause the same may arise, fair wear and tear excepted.
13. HIRER'S RESPONSIBILITY: The Hirer shall fully and completely indemnify the Owner in respect of claims by any person whatsoever for injury to person or property 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. The Hirer must not allow Plant to be used by anyone without adequate qualification or training. Hirer uses all machinery and accessories completely at his/her own risk.
14. CHARGES FOR LOST, STOLEN, DAMAGED, UNCLEAR PLANT: Plant not returned will be charged for at the Manufacturers current published list prices and hire fees incurred up to the time the loss was notified to the Owner will not be taken into account. The Owner will charge for damage and hire fees incurred up to the time the loss was notified to the Owner will not be taken into account. The Owner will charge for damage and or the cost of cleaning the Plant. Additional hire fees will continue until the Owner is able to replace or repair the lost Plant.
15. REMOVAL OF PLANT: Plant must not be removed from the original site specified by the Hirer when the Equipment was first collected (or from the original delivery address to which the Owner delivered the Plant) without knowledge and consent of the Owner.
16. TERMINATION OF HIRE: The Owner shall be entitled at any time and for whatever reason whatsoever, without explanation, to terminate this Contract (such termination to be effective immediately) and to repossess the Plant or any part thereof.
17. RIGHT OF ACCESS: The Hirer hereby authorises the Owner (upon production of this document) to enter upon any premises wherein the Owner reasonably believes any Plant or part thereof to be, and if, and in so far as, the Owner in his absolute discretion deems necessary to inspect, test, repair, replace or repossess the plant or any part thereof.
18. INVALIDATION: Should any term of this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms.
19. DELIVERY IN GOOD ORDER: The person signing the Contract having been afforded the opportunity to inspect the Plant, the Plant is hereby deemed to be in good working order and wholly free from damage at time of delivery.
20. In the event of payment of any charge under this Contract being unpaid within seven days of it becoming due, the Hirer hereby irrevocably consents to the Owner entering upon the Hirer's lands or premises for the purpose of physically removing the Plant. In the event of it being necessary for the Owner to remove the Plant by virtue of this clause, the Hirer will be responsible for the reasonable cost incurred by the Owner effecting such removal in addition to all other charges payable by virtue of this Contract.
21. Interest will be charged on all overdue accounts at the rate of 1 ½% per month.
22. It is the responsibility of the hirer to adequately provide any insurance required during transportation or operation and to cover loss, theft, damages or destruction on tools & equipment which are hired at the hirer's own risk.