

# GENERAL CONDITIONS OF HIRE

## 1. DEFINITIONS

- a) The "Owner" Simply Green Landscapes Ltd.
- b) The "Plant" is the Red Rhino 4000 Compact Concrete Crusher.
- c) The "Hirer" is the company, firm, person, Corporation or public authority taking the "Owner's" plant on hire and includes their successors or personal representatives.
- d) A day shall be 8 hours unless specified elsewhere within the Contract.
- e) A week shall be 7 consecutive days

## 2. EXTENT OF CONTRACT

No conditions or warranty other than herein specifically set forth shall be implied or deemed to be incorporated in or form part of the Contract.

## 3. AVAILABILITY OF PLANT

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

## 4. LOADING & UNLOADING

The Hirer shall be responsible for unloading & reloading the plant at site, and the 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 its safekeeping, use in a workmanlike manner within the Manufacturers rated capacity and return on the completion of the hire in equal order (fair wear and tear accepted).
- b) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If Plant be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- 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. PETROL/DIESEL PLANT

The Hirer must ensure the correct fuel is used in the Plant and shall be solely responsible for any damage caused by the use of the wrong fuel.

## 8. BREAKDOWN

- a) Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to the Owner. Any claim of 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 stoppage due to the 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 will be responsible for all expenses involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the hirer or his servant, 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.

### **9. OTHER STOPPAGES**

No claims will be admitted, other than those allowed for under the Breakdown, as herein provided, for stoppages through causes outside the Owners control, including bad weather or ground conditions nor shall the Owner be responsible for the cost or expense of recovering the machine from soft ground.

### **10. SERVICING AND INSPECTION**

The hirer shall at all reasonable times allow the Owner to have access to the Plant to inspect, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the hirer.

### **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 and confirmed in writing to the Owner's office.

### **12. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE**

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 Clause 8 herein, and shall also fully and completely indemnify the Owner in respect of all 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 arising under statute or common law.

### **13. SUB LETTING**

The hirer shall not sub let or lend the Plant or any part thereof to any third party without first receiving the written permission of the Owner.

### **14. CHANGE OF SITE**

The hirer shall not move the Plant from the site to which it was delivered or consigned without prior consent from the Owner.

### **15. GOVERNMENT REGULATIONS**

The Hirer shall be responsible for compliance with all the regulations issued by the Government of Local Authorities, including Regulations under the Factories Acts, and observance of the Road Traffic Act should the apply.

### **16. OWNER PLATES**

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

### **17. BASIS OF CHARGING**

a) 1 day hire or less = £150 per day + Vat

b) 1 week hire, more than 4 days but less than seven = £750 + vat

c) Hire rates do not include carriage. Not less than 12 hours notice must be given to the Owner if the hirer wishes the Plant to be collected.

d) Plant not returned will be charged for at the current published price list. Hire fees will continue up to the time the Owner is able to replace the lost Plant.

## **18. COMMENCEMENT AND TERMINATION OF HIRE**

- a) The hire period shall commence from the time the Plant leaves the Owner's depot or where last employed and shall continue until the Plant is received back at the Owner's depot.
- 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 termination of hire is confirmed in writing if the Owner is to collect.
- c) The hirer is responsible for ensuring that all receipts for the Plant returned off-hire are countersigned by a representative of the Owner.

## **19. ACCEPTANCE OF HIRE CONDITIONS**

The acceptance of the Plant will constitute the acceptance of the Terms and Conditions as laid out in the Contract.

## **20. PAYMENT**

Hirer's are to inform the Owner of the period of hire they require and payment is due to the Owner for the hire of the Plant at the commencement of the hire. Hirer's are to inform the Owner if they wish to extend the hire, and this will only be granted if the Plant is available. If the hire is extended then the outstanding payment will be required upon collection.

Account terms are available to customers who meet the Owner's requirements. For hirer's with an approved credit account, payment should be made no later than 30 days after the date of each invoice.

## **21. 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 and shall protect the same against distress execution or seizure and shall indemnify the Owner against all loses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
- b) If the hirer shall make default in punctual payment of all sums due to the Owner for the hire of the Plant or shall fail to observe and perform the terms and conditions of this Contract, or if the hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into 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, this Agreement shall forthwith be terminated and it shall thereupon be lawful for the Owner to retake possession of the said Plant and for that purpose to enter of upon any premises where the same shall be and the determination of the hiring under this Condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or damages for breach thereof.