



1. DEFINITIONS OF HIRE CONTRACT

(a) The 'Contract' is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.

(b) The 'Hire Period' shall commence from the time when the Plant leaves the Owners depot or place where last employed and shall continue until the Plant is reviewed back at the Owners named depot or other agreed location. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period.

(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) 'Holiday Period' covers any cessation of work over Easter, Christmas and the New Year as well as any other Bank or Public Holidays.

(e) 'Offer' is the Owners offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the hire period, relevant hire rates and charges and any supplementary conditions to be incorporated into the contract.

(f) The 'Owner' is the company, firm or person letting the Plant on hire and includes their successors, assignees or personal representatives.

(g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, welfare units, accommodation, vehicles, or equipment therefore, which the Owner agrees to hire to the Hirer including any personnel, or anything which is supplied by the Owner to affect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant. Normal working hours shall be regarded as '0700 to 1730' Monday to Friday, any other times will be regarded as out of hours work.

(h) 'Contract' plant & equipment hired, shall remain in contract until formal notification of hire termination being received, this can be in writing or by phone. We will not attend site on the hire end date without confirmation that the hire is complete and TM is ready to be removed. On notification of termination, a reference will be supplied by the owner to the hirer. It should be noted no subsequent cost's and or contra charges will be accepted, not limited but inclusive of authority charges, third party costs in the event of termination notification not being received by the owner.

2. EXTENT OF CONTRACT

No terms condition or warranties other than as specifically set forth in the offer shall be deemed to be incorporated or to form part of the contract or shall otherwise govern the relationship between the owner and the hirer in relation to the hire of any particular plant pursuant to the offer. This excludes all other terms or conditions which the hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements whether written or oral, unless to the extent that they are expressly accepted in writing and signed by the owner. The owner and the hirer do not intend that any of the terms of the contract will be enforceable by virtue of the contracts (Rights of the third parties act 1999) by any person not a party

to the contract except that a person who is a successor to or an assignee of the rights of the owner is deemed to become a party to the contract after the date of succession or assignment (as the case may be).

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

3. ACCEPTANCE OF PLANT

Acceptance of the plant on site implies acceptance of all the terms and condition herein unless otherwise previously agreed in writing

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site; and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading/or loading of the plant be regarded as the servants or agents of the Hirer (but without prejudiced to any of the provisions of clause 12) who shall be solely responsible for all claims arising in connection with unloading and/or loading of the Plant by; or with the assistance of such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE INSPECTION REPORTS

(a) Unless notification in writing to the contrary is received by the owner from the hirer, in the case of plant supplied with an operator within 4 working days and in the case of plant supplied without an operator within three working days of the plant being delivered to the site the plant shall be deemed to be in good order, save for either and inherent fault or a fault not ascertainable by reasonable examination in accordance with terms of the contract and to the hirer's satisfaction, provided that where the plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of plant, the hirer shall be responsible for the safe keeping of the plant its use in a workman like manor within the manufacturers rated capacity and in accordance with the manufacturers and /or the owner's recommendations and its return on the completion of the hire period in equal good order (fair wear and tear accepted).

(b) The Hirer shall at all times when hiring plant without the owner's operator take all responsible steps to keep themselves acquainted with the state and condition of the plant, if such plant is continued at work or in use in an unsafe or unsatisfactory state or environment the hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.

(c) any inspection report required under the relevant legalisation or a copy therefore shall be supplied by the owner, if requested by the hirer, and returned on completion of the hire period.

6. SERVICING AND INSPECTION

The Hirer shall at all responsible times allow the owner his agents or his insures to have access to the plant to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the hirer shall allow such access during the Working Day.

7. GROUND AND SITE CONDITIONS

(a) The Hirer is deemed to have knowledge of the site or the property or land where the plant is To be delivered and the hirer warrants that the condition of the site or place of delivery of the plant is suitable for the use of such plant.

(b) The Hirer is responsible for the protection of and liable for any damage to any underground surface or above ground services and utilities including but not limited to; cables, ducts, water pipes and gas lines and any pavement, bridges, tunnels and roadways on or adjacent to the site, and the hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

8. HANDLING OF PLANT

(a) When an operator or any person is supplied by the owner with the plant the owner shall supply a person competent in operating the plant or for such purpose for which the person is supplied, and such person shall be under the direction and control of the hirer. Such operators or persons shall for all purposes in connection with their employment in the working of the plant be regarded as the servants or agents of the Hirer (but without prejudiced of any of the provisions of clause 12) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the plant by the said operators/persons.

(b) The Hirer shall not allow any other person to operate such Plant without the owners Prior written consent.

(c) Such operators or persons shall not operate any other plant or machinery or undertake Work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

(a) Any breakdown or unsatisfactory working of, or damage to any part of the plant must be notified immediately to the owner and confirmed in writing.

(b) the Hirer shall not (except for the changing of any tyre and repair of punctures) repair, modify or alter the plant without the prior written permission of the owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed/repared. The Hirer is responsible for all costs occurred during the changing, replacement or repair of any tyre (which must be of an equivalent specification) as approved by the owner and for the repair of any puncture.

(c) The Hirer is responsible for the cost of spares and or repairs due to theft loss or vandalism Of the plant the owner will be responsible for the cost of repairs exclusive of the cost of spares to the plant involved in breakdown from all other causes.

10. LOSS OF PLANT DUE TO BREAKDOWN

Each item of plant specified in the contract is hired as a separate unit and the breakdown or Stop page of one or more units or vehicles (whether the property of the owner or otherwise) through any cause whatsoever, shall not entitle the hirer to compensation or allowance for the loss of working time by any other unit or units of plant working in conjunction therewith, provided that where two or more items of plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

11. LIMITATION OF LIABILITY

Except for liability on the part of the owner which is expressly provided for in the contract (including these causes):

(a) the owner shall have no liability or responsibility for any loss, or damage of whatever nature due to arising through any cause beyond his reasonable control;

(b) the owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the contract, breach of statutory duty or misrepresentation or by reason of the

commission of any sort (included but not limited to negligence) in connection with the hire, for any of the hirer's loss of profit, loss of use of the plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss of indirect or consequential loss or damage of whatever nature.

(c) for the avoidance of doubt, nothing in these conditions limits or seeks to exclude the owners liability for claims or death or personal injury caused by the owner's negligence, fraud or for any other liability for which is not permitted to seek to limit or exclude by operation of law.

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

12 HIRER'S RESPONSIBILITY FOR LOSS AND/OR DAMAGE, TITLE, RISK AND INSURANCE

The Equipment shall at all times remain the property of TMO, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement).

1. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is redelivered to TMO. [During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as TMO may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as TMO may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as TMO may from time to time consider reasonably necessary and advise to the Customer.

2. The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to TMO and proof of premium payment to TMO to confirm the insurance arrangements.

3. The Customer shall give immediate written notice to TMO in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

Without prejudice to any other right or remedy available to it, if the Equipment is lost, stolen, damaged or destroyed during the hire period or Risk Period, the Customer shall pay to TMO on written demand:

(a) the full repair costs (if the Equipment can be repaired in the reasonable opinion of TMO); or the full replacement costs for the damaged Equipment on a new for old basis (if the Equipment cannot be repaired in the reasonable opinion of TMO); and

(b) a daily hire rate (calculated in accordance with the hire rate under the Agreement) from the date that the Equipment is lost, stolen, damaged or destroyed until the date that the Equipment is repaired or replaced and in the physical possession of TMO; and

(c) any other reasonable and proper costs which have been incurred by TMO in connection with the replacement or repair of the Equipment

13. NOTICE OF ACCIDENTS

If the plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the hirer to the owner by telephone and confirmed in

writing to the owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the hirer is not bound to fully indemnify the owner, no admission of liability, offer, or promise or payment or indemnity shall be made by the hirer without the owner's prior written permission.

14. RE-HIRING ETC.

Neither the plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the owner.

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

15. CHANGE OF SITE

The plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the owner.

16. RETURN OF PLANT FOR REPAIRS

If during the hire period the owner decides that urgent repairs to the plant are necessary then he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event that urgent repairs to the plant are necessary the owner shall be obliged to replace the plant with similar plant if available, the owner (but without prejudice to any of the provisions of clauses 9 and/or 12) paying all transport charges involved. In the event of the owner being unable to replace the plant he shall be entitled to terminate the contract forthwith (but without prejudice to causes 9 and/or 12) by giving written notice to the hirer. If such termination occurs:

- (a) within 3 months from the commencement of the hire period, the owner (but without prejudice to causes 9 and/or 12) shall pay all transport charges involved, or,
- (b) more than 3 months from the commencement of the hire period, the owner (but without prejudice to causes 9 and/or 12) shall be liable only for the cost of reloading and return transport.

17. BASIS OF CHARGING

- (a) plant shall be hired out either:
 - (i) for a minimum period of 1 week (7 days)
 - (ii) without any qualification as to minimum hours.

18. PLANT HIRED BY THE WEEK OR MONTH WITHOUT ANY QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of days hire or hours worked.

19. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)

- (a) the hire period shall commence from the day of delivery.
- (b) if the plant is not made available for collection as agreed between parties, such plant shall be deemed with immediate effect to be placed back on hire. The hirer shall be responsible for the safe keeping of the plant in accordance with clause 11, and the full reasonable costs and expenses incurred by the owner in seeking to collect such plant.
- (c) upon the completion of the hire period, the hirer shall clean and where necessary, decontaminate the plant. The hirer shall be liable for any costs, liabilities and expenses incurred by

the owner should the hirer fail to comply with this clause.

20. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT.

All chargeable items be paid by the Hirer at the rates set out in the Contrast save that any subsequent increases before and / or during the Hire Period arising from awards under any wages agreements and / or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

21. OWNER'S NAME PLATES

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

22. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

23. GOVERNMENT REGULATIONS

(a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work , etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner and not the Hirer shall be responsible as aforesaid.

(b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

24. 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 clause 14 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

(b) The Owner may terminate the Contract forthwith by written notice to the hirer if one or more of the following events occur.

i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions,

ii) The Hirer fails to observe and perform the terms and conditions of the Contract,

iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him,

iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes

insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof the time being in force;
or

v) The Hirer does or 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.

(c) In the event of termination under sub-paragraph (b) above:

i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant.

ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.

(d) The rights under sub-paragraph (b) and (c) above:

i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.

CONDITIONS FOR THE HIRING OF PLANT (with effect from January 2023)

ii) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.

(e) If the Hirer does not make payment of a sum by the final date on which payment is due to

Be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving the Hirer at least 7 days' notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

26. DISPUTE RESOLUTION

(a) If the site is situated within the United Kingdom, then the court whose jurisdiction covers the site will have exclusive jurisdiction and interpretation of the law from this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Owner's head office is located.

(b) Both parties to the Contract have a right to refer any difference or disputes arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Constructions Plant-hire Association acting by its President or Chief Executive for the time being.

(c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator, and shall submit to summary judgement and enforcement (and / or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions, in each case, without any defence, set-off, counter-claim, abatement or deduction. Where, under Scots law, the Owner, the hirer, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

27. LATE PAYMENTS

The Owner reserves the right to charge the hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

28. SEVERABILITY

Last Rev 1/12/2023

Next Rev 1/23/2024

If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

Next Review due	Reviewed date	By	Revised date	By	Approved by
	22-2-13	RS	22-2-13	RS	AH
16/7/14	16/7/14	RS	16/7/14	RS	BG
15/7/15	12/8/15	BG	19/8/15	BG	MH
11/8/16	22/12/16	BG	NO REV		
21/12/17	20/12/17	BG	NO REV		
19/12/18	13/9/18	BG	13/9/18	BG	JL
18/12/18	18/12/18	BG	NO REV		
17/12/19	1/12/19	BG	NO REV		
1/12/20	1/12/20	BG	NO REV		
1/12/21	1/12/21	BG	NO REV		
1/12/22	1/12/22	BG	NO REV		
1/12/23					