



UNIT 24
CHANCERYGATE BUSINESS CENTRE
LANGFORD LANE
KIDLINGTON
OX5 1FQ
01865 373322
www.portableroadways.com

GENERAL TERMS AND CONDITIONS FOR HIRE OF EQUIPMENT

1. **DEFINITION AND LAW**

The complete contract is the document or documents that set out these terms and conditions and all other details relevant to a particular agreement and is hereinafter referred to as the "contract". The hired item(s) are those stated in the relevant contract and are hereinafter referred to as the "equipment". The Hirer is the person, firm, company, corporation or public authority taking the suppliers equipment on hire. The parties to the contract are the Supplier of the equipment and Hirer named in the contract.

This contract shall be governed by and construed in accordance with the laws of England.
2. **BASIS OF CHARGING**

The Hirer will pay the hire charge stated in the contract. Hire charges will commence from the time stated in the contract and will continue during the period of hire until the equipment is restored to the Supplier in the serviceable condition against Supplier's receipt. Equipment will be hired for a minimum period of one week at the weekly hire rate detailed in the Quotation. Periods of hire extending beyond one week including part weeks will be charged on weekly basis at the weekly hire rate detailed in the Quotation. The hire period can only be ended by the Hirer. All hire periods are indefinite. Any reference to a fixed period of hire in the Quotation shall be for guidance only. All time is chargeable, including Saturdays, Sundays, Bank Holidays etc. All charges are payable on demand. If payments are not made on the due date the Supplier shall be entitled to interest on the amount that is overdue at the contemporary base rate of Barclays Bank plc plus 4% calculated on the day to day basis. This will be without prejudice on any other rights or remedies of the Supplier. Any legal charges incurred in the recovery of money or equipment will be paid by the Hirer.
3. **EXTENT OF CONTRACT**

The contract will come into being between the Hirer and the Supplier when the Hirer places an order, detailing his requirements and agreeing to be bound by these conditions, and the Supplier has accepted the order.
4. **HANDLING AND USE OF EQUIPMENT**

Vehicles using the equipment must not exceed the speed of 5 miles per hour or any lower speed stipulated by the site signs.

Tracked vehicles may not use the equipment unless written permission has been obtained from the Supplier.

The Supplier accepts no responsibility for damage to vehicles or any other loss or damage as a result of Hirer using the equipment.
5. **RESPONSIBILITY OF THE HIRER OR HIS AGENT**

The Hirer's responsibility for the equipment commences on the receipt of the equipment by the Hirer or his agent upon delivery as requested and ends when the Hirer is in possession of the Supplier's unqualified receipt for all the equipment.

The Hirer will not sell or otherwise part with the control of the equipment.



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6. **DELIVERY IN GOOD ORDER, MAINTENANCE OF THE EQUIPMENT AND BREAKDOWN PROCEDURES**

The equipment shall be deemed in good order and to the Hirer's satisfaction unless notification to the contrary is received by the Hirer immediately upon delivery with confirmation in writing. The Hirer will keep himself acquainted with the state and the condition of the equipment and ensure that it remains safe and serviceable. Any breakdown or unsatisfactory working of the equipment must be immediately reported to the Supplier. Under no circumstances shall the Hirer repair or attempt to repair the equipment unless authorised to do so by the Supplier.
7. **CAUTION AND OTHER WARNING SIGNS**

Caution signs and other warning signs when used are put in place in the interest of the public safety and under no circumstances should these signs be removed or defaced.
8. **REMOVAL OF EQUIPMENT**

Equipment must not be removed from the site the equipment was delivered to without the permission of the supplier.
9. **CONSEQUENTIAL LOSSES**

The Supplier shall not be liable for any consequential loss to the Hirer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non delivery, unsuitability or lawful repossession of the equipment, or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect statutory rights of the person dealing as a consumer.
10. **NOTICE OF ACCIDENTS**

If the equipment is involved in any accident resulting in injury to persons or damage to property, the Hirer must immediately notify the Supplier by telephone and confirm the aforesaid in writing.
11. **INDEMNITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT**

The Hirer agrees either to insure the equipment against loss or damage beyond economic repair on a "new for old" basis or alternatively indemnify the Supplier for a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier.
12. **NON RETURNED, LOST, STOLEN OR DAMAGED EQUIPMENT**
 - (i) The Hirer accepts full responsibility for the care and safekeeping and return in good order of the equipment.
 - (ii) The Hirer will pay the Supplier all costs incurred by the Supplier in rectifying the condition of any equipment returned damaged. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.
 - (iii) In the case of the equipment which is lost, stolen or damaged beyond



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economic repair the Hirer shall in all cases meet the Hirer's obligations under condition 11. Alternatively, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the Supplier until the indemnity referred to in condition 11 is paid. The Hirer's liability under this condition shall be without prejudice to any other rights off the Supplier.

13. DETERMINATION OF HIRE

The Supplier shall be entitled to, at any time if the Hirer is in breach of contract, immediate repossession of the equipment or any part thereof.

14. RIGHTS OF ACCESS

The Hirer authorises the Supplier (upon production of this document) to enter upon any premises wherein the supplier reasonably believes any equipment, or any part thereof to be, and if, in so far as, the Supplier in his absolute discretion deems necessary to inspect, test, repair, replace, or repossess the same.

15. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any of the Suppliers rights hereunder.

16. SEPARATE TERM VALIDITY

Should any term in this contract be held to be invalid such invalidation will not affect the validity of the remaining terms.

17. TERMS OF CONTRACT

These conditions have effected in substitution for, and to the exclusion of, any conditions put forward by the Hirer.