

MODEL CONDITIONS FOR THE HIRING OF PLANT (TRADE BUSINESS)

(10/21 Version) Construction Plant-hire Association, Express Hire valid from 01/10/2024

1. DEFINITIONS

(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 when either the Plant reaches the Owner's depot or place where last employed; and shall continue until the Plant is received at the Owner's name depot or other agreed location. For the avoidance of doubt the Hire Period shall include any time the Plant is being transported to or from site, or is left on site during evenings, nights, weekends, or any 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 holiday.

(e) "Offer" is the Owner's 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 thereof, 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.

(h) A "Working Day" shall be from 08.00 to 17.00, Monday to Friday, unless otherwise specified in the Contract.

(i) A "Working Week" covers the period from 08.00 on Monday to 17.00 on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT

No terms, conditions, 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 or which may be implied by law, or which may be incorporated by reference, or which supersede all prior negotiations, representations, or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of 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).

3. ACCEPTANCE OF PLANT

Acceptance of the Plant or any personnel supplied by the Owner on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING

(a) The Hirer shall be responsible for the unobstructed access and egress to the site, and where applicable any access to the site, and unless otherwise agreed, for unloading and loading of the Plant at the site and on the access road; 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 and/or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims and any compensation payable in connection with the unloading and/or loading of the Plant, by or with the assistance of, such personnel.

(b) We will decline the delivery and charge for failed delivery should the site be unsafe, the access is not of a size to accept the machine / equipment or steps providing a safe passage or we consider our property could receive damage due to the location or use. In turn we will not collect the equipment and place the items back on hire should the driver / manager consent the conditions unsafe.

(c) The customer acknowledges that the plant and equipment they have chosen to hire or buy may cause superficial damage to the ground, particularly in winter. (For example, ruts may be created, or paving stones may be cracked). You further acknowledge the plant and equipment may also cause damage to underground services such as drains and sewers. Our delivery driver and/or operator will do their best to limit any such damage, but we cannot be held responsible for any damage of this sort. You are responsible for making good any damage caused to your property or adjoining land in obtaining access.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE - INSPECTION REPORTS

(a) Unless written notification is received by the Owner within 24 hours from the commencement of the Hire from the Hirer, the Plant shall be deemed to be in good order, safe from either an 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 workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and/or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).

(b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep them safe throughout the lifetime and state condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state, or in a manner which the Hirer is solely responsible for any damage, loss, cost, expense, or accidents whether directly or indirectly arising therefrom.

(c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

6. SEVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, the Owner's agents, or insurers to have access to the Plant situated at the site, adjust or repair the Plant, and any electronic interference which may affect the Plant. The Owner reserves the right to charge the Hirer for any inspection or maintenance work carried out on the Plant during the Hire Period.

7. GROUND AND SITE CONDITIONS

(a) The Hirer is deemed to have knowledge of the site, the site's access road, the property or land where the Plant is to be delivered or collected, loaded or unloaded, to work on, travel over, be transported over, be erected or used, and the suitability of the ground, particularly in winter. The Hirer shall be solely responsible for any damage, loss, cost, expense, or accidents whether directly or indirectly arising therefrom.

(b) Subject to 7(a), if, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant, then the Hirer shall supply and lay suitable support in a suitable position for the Plant.

(c) Any suitable support supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve the Hirer of their legal, regulatory, or contractual obligations to ensure adequate support for the Plant.

(d) 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 pavements, 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.

8. HANDLING OF PLANT

(a) The Hirer or 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 drivers or 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 prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all site costs and claims arising in connection with the operation of the Plant by the said drivers/operators/persons.

(b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent.

(c) Such drivers or 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. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.

(b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

(c) The Hirer shall not repair, modify, or alter the Plant without the prior written permission of the Owner (including without limitation the changing or repair of any tyre/puncture). The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.

(d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection, or misuse of the Plant, whether by the Hirer or their servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. 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, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to adverse weather and/or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage 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. Where the circumstances therewith provided that there are two or more items of Plant are expressly hired together as such, any items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

(a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond the Owner's reasonable control.

(b) The Hirer shall have no liability or responsibility for any loss, or damage of whatever nature arising from any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including 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 or indirect or consequential loss or damage of whatever nature; and

(c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

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

13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

(a) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.

(b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in paragraph (a) be liable for all loss of or damage to the Plant, and shall also fully and completely indemnify the Owner and any personnel supplied by 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 storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, the Hirer shall be liable for the full replacement value of the Plant as at the date of the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.

(c) For the avoidance of doubt, notwithstanding any agreement by the Owner to waive hire charges after any agreed period of use of the Plant, the Hirer's obligations specified under clause 13(b) shall continue for the duration of the Hire Period.

(d) Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury, subject to clauses 1(b) and 13(b), to the Plant or to any other equipment or property of the Hirer.

(i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,

(ii) during the erection and/or dismantling of any Plant where such Plant requires to be completely physically erected/dismantled on site, provided always that such erection/dismantling is under the exclusive control of the Owner or their subcontractors;

(iii) after the Plant has safely been removed from the site, and until it is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, after it has safely joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or on a Public Highway) and is being utilised by the Hirer).

(iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Hirer).

14. 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, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission. The Owner may then opt to sue the customer or either arrange for the Owner recovery or request Express Hire (Dorset) limited to arrange at your cost. DO NOT ATTEMPT TO START A TIPPED MACHINE – you will cause extreme damage to the unit which will be fully chargeable

15. RE-HIRE/HIRE 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.

16. 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.

17. RETURN OF PLANT FOR REPAIRS

If during the Hire Period, the Owner decides that urgent repairs to the Plant are necessary then the Owner may arrange for such repairs to be carried out on site or at any location of the Owner's 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 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant the Owner shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and/or 13) by giving written notice to the Hirer. If such termination occurs:

(a) If the Hire Period commences on the first day of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall pay all transport charges involved, or;

(b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING

(a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant is used and the time spent on site. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets. Where applicable, the Plant's telematics may be checked against the Hirer's statement or operator's signed timesheet, should any conflict arise, then the telematics will take precedence over all other records. If there is any conflict between the signed timesheet and any other record taken, then the signed timesheet takes precedence.

(b) The Hirer shall be charged for any toolbox talks, briefings, inductions, mandatory training which the Owner's personnel have to attend prior to or when working on the Hirer's site.

(c) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and/or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.

(d) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.

(e) Plant shall be hired out either:

(i) for a stated minimum number of hours per Working Day or per Working Week or;

(ii) without any qualification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged as full days.

(f) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.

(g) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer.

(h) The Hirer shall pay the Owner's invoice within 30 days net unless otherwise agreed.

(i) Any query with the Owner's invoice must be raised in writing by the Hirer within 14 calendar days of receiving the invoice.

(j) The Owner in their absolute discretion may agree to accept electronic records and data as an alternative to written statements of the number of hours, time and record sheets and other information relating to charging that the Hirer is required to provide to the Owner. Such electronic records and data may include but is not limited to telematics automatically generated by the plant and electronic logbooks.

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Week. No hire charges shall be made for Saturday and/or Sunday unless at the Hirer's request, the Plant is actually worked or has been delivered to site or is on standby. The Hirer must inform the Owner if the Plant is going to be used at these times.

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

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PLANT HIRED BY THE WEEK OR MONTH WITH QUALIFICATION AS TO HOURS

The full hire for the period in the Contract will be charged as per the Working Day or Working Week and an additional pro rata charge will be made for Working Days in excess of such period. An allowance will be made for breakdowns up to the entirety of that Working Day providing always that where the actual hours worked are in excess of the breakdown allowance, then the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. An allowance may be made for any Holiday Period that falls within the Working Day of Working Week, provided that the Plant is not available for the Hirer to use during that time.

22. "ALL-IN" RATES

Where "All-in" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. PERIOD OF CHARGING

(a) Within the Hire Period, an allowance may be made of not more than 1 day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than 1 day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the Hirer shall be paid the sum from the date of despatch to the date of return to the Owner's named depot or other agreed location.

(b) Should the Hirer delay the commencement of the Hire Period for whatever reason, then the Owner reserves the right to charge the Hire the idle time rate as defined in clause 25 for the intervening period.

(c) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with the exception of clause 24(a), where the Hirer gives a notice pursuant to clause 24(a) but subsequently the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.

(d) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowlers. The Hirer shall be liable for any costs, liabilities and expense incurred by the Owner in respect of the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING NOTICE OF TERMINATION OF CONTRACT

(a) Where the intended duration of the hire of the Plant is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by 7 working days' notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 working days' notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within 7 working days of the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.

(b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 working days' notice, the Hirer's obligations under clause 13 shall continue for a further 3 working days or until such time as the Plant is made available for collection and the Owner has collected the Plant. Where the Hirer gives a notice pursuant to clause 24(a) but subsequently the Plant is not collected by the Owner, the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.

(c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

(d) Should the Hirer terminate the Contract once the Hire Period has commenced, the Owner reserves the right to charge the Hirer the balance of the Contract. Where the Hire Period has not commenced but sufficient notice of cancellation is provided by the Hirer to allow the Owner to mitigate the effects of late cancellation, the Owner reserves the right (at its absolute discretion) to charge the Hirer the full balance of the charges for the Hire Period.

(e) The Hirer may off-hire the Plant by written notification via an electronic device or application (app.). This off-hire will only be accepted by the Owner, provided the Owner issues an off-hire confirmation to the Appr.

25. IDLE TIME

When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. If the Plant works for any time during the Working Day, then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(f). Where an "All-in" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

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

All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and/or during the Hire Period arising from awards under any wage 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.

27. TRAVELLING TIME AND FARES

Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to their home may be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair, or maintenance of the Plant, or for any expenses incurred by the Hirer in respect of the Hirer's negligence, misdirection, or misuse of the Plant.

28. FUEL, OIL AND POWER

(a) Fuel, fuel additives or power shall when supplied by the Hirer and where instructed or specified by the Owner, be of a grade and type specified. The Hirer shall be solely responsible for all damages, losses, costs, and expenses incurred by the Owner if the Hirer fails to supply, maintain, or use the wrong/contaminated fuel, fuel additives or power rating. Fuel, fuel additives or power when supplied by the Owner, to be charged at an agreed cost.

(b) If the Plant requires an electrical supply to either safely operate or recharge, then the Hirer will be responsible for the cost of providing the correct electrical supply, which will be available prior to the Plant's delivery, and continue until the Plant has left the site. The Hirer shall ensure that all current Health and Safety and other applicable legislation and industry guidance is complied with including fitting, testing and inspection of the supply. The Hirer will indemnify the Owner against any and all damages, losses, or claims should the Hirer fail to do so.

(c) Due to the nature of machinery and delivery vehicles (not exclusive), unfortunately fluid such as hydraulic oil, engine oil, coolant or fuel leaks can happen without prior warning, even with brand new equipment. It is the user's responsibility to protect and cover any surrounding environment where there may be a risk of leakage resulting in environmental damage (e.g. floor stains, water courses, drains – list not exclusive). Express Hire (Dorset) Ltd, is not liable for any environmental pollution or pollution clean-up due to any leakage from our equipment, or contamination resulting from any leakage as Express Hire (Dorset) Limited is not in control of the machine or circumstances prior to any potential leakage. It is Express Hire (Dorset) Limited's responsibility to maintain & repair its equipment due to wear and tear and on the occasions of damage. Environmental damage is the customers responsibility.

29. SHARPENING OF DRILLS/STEELS ETC.

The cost of re-sharpening or replacement of drill bits, blades, bucket teeth and other ancillary items shall be borne by the Hirer.

30. 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 the Hirer's property, without the prior written permission of the Owner.

31. 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.

32. GOVERNMENT REGULATIONS

(a) The Hirer will be responsible for compliance with all relevant legislation, regulations, instructions, or guidance issued by the Government, Government Agencies, Local Authorities, statutory regulators, and Public/Corporate Bodies established by Parliament/Government (including without limitation) regulations under the Bribery Act, the Civil Aviation Act, the Construction (Design and Management) Regulations, the Environmental Act, Factories Act, the General Data Protection Regulation (GDPR), the 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, the Owner and not the Hirer shall be responsible.

b) For the avoidance of doubt, the Hirer shall indemnify the Owner against any all charges, fines, or losses that the Owner may become liable for as a result of the Hirer utilising the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS

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 15 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 restriction.

34. TERMINATION AND SUSPENSION

(a) 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 and fails to remedy such default within 7 days for cash accounts or 30 days for credit accounts or such other period as might be considered reasonable under the circumstances upon receiving written notice requiring it to do so.

(ii) The Hirer fails to observe and perform the terms and conditions of the Contract and fails to remedy such default within 7 working days of receiving written notice requiring it to do so.

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

(iv) The Hirer makes or proposes to make any arrangement with their 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 for the time being in force; or

(v) The Hirer does or causes 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.

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

(i) The Hirer must give the Owner or the Owner's 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.

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

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

(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.

(d) 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 to the Hirer at least 7 working 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.

(e) It is the responsibility of the customer to off hire the goods when finished, this can be done via email to Sales@Express-Hire.co.uk or calling 01202 673 403 all hire charges will continue until this time.

35. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Hire working a 5-day week; it is hereby agreed that in the event of:

(a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or;

(b) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(c) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(d) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(e) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(f) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(g) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(h) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(i) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(j) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(k) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(l) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(m) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(n) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(o) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(p) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(q) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(r) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(s) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(t) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(u) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(v) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(w) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(x) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(y) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(z) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(aa) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(ab) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

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(ai) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(aj) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(ak) the Contract being subject to any variation in the normal weekly hours in which the Hirer is engaged or;

(al) the Contract being subject to any variation in the normal

Terms and Conditions for Plant and Equipment to be hired by a Customer without an Operator (CONSUMER)

(2021 Version) Construction Plant-hire Association, Express Hire valid from 01/10/2024

IMPORTANT SAFETY WARNING

Before using any Plant and Equipment provided by us, we would draw your attention to the following points:

A You must ensure that all users of the Plant and Equipment, in particular electrical equipment, have been instructed in safe use and operation and that such use is in accordance with any relevant operating and safety instructions supplied with the Plant and Equipment.

B You must ensure that all electrical equipment is connected to the correct supply via suitable plugs or sockets. Where a temporary change in electrical plugs or sockets is required, this must be carried out by a qualified electrician who must also re-estate the Plant and Equipment to its original condition. You must ensure that all electrical equipment is correctly earthed and insulated.

C You must ensure that all liquid fuels and compressed gases supplied for use with the Plant and Equipment are transported, stored and used in a safe manner in accordance with any safety instructions supplied, as instructed by us.

D We will provide you with safety and operating instructions for safe use of the plant and equipment. You must only operate the plant and equipment in accordance with the operating and safety instructions supplied with it or any other safety instruction given to you by us. If you do not understand any part of the relevant operating and safety instructions you must seek assistance from a suitably qualified person or us before using the plant and equipment. We will not accept any responsibility for any damage and/or injury caused by your failure to comply with operating and safety instructions supplied to you. It is your responsibility to ensure that you are fully covered by insurance for any risks involved in the use of the plant and equipment, such as personal injury or death to users of the plant and equipment or other persons. Cover also for theft of the machine or machine accessories.

E This safety warning is not in any way intended to exclude or limit our liability for death or personal injury caused by our negligence, breach of contract or other default.

(1) DEFINITIONS

In this Hire Agreement (the "Agreement"),

1.1 "Hire Charges" means the charges including the hire charges, operator fee delivery fee, and other fees (as applicable) charged to you by us in respect of the hire of the Plant and Equipment.

1.2 "Operator" means the operator provided by us to you with the Plant and Equipment to operate the Plant and Equipment.

1.3 "Outstanding Balance" means all amounts payable under this Agreement less the amount paid.

1.4 "Plant and Equipment" means the plant and equipment hired to you by us including any substitutions, replacements and additions made in accordance with the terms of this Agreement and any manuals, accessories or other item supplied with the Plant and Equipment.

1.5 "Site" means the location where you intend to use the Plant and Equipment, or the equipment is to be used.

1.6 "you", "your" means the hire (or hires) of the Plant and Equipment.

1.7 "we", "us", "our" means the owner of the Plant and Equipment, its successors, its employees and agents, and any business or other person to whom the owner transfers (by absolute assignment, by way of novation or by way of security) any or all of its rights or its rights and responsibilities (whether legal or equitable) under the Agreement.

(2) MAXIMUM PERIOD OF HIRE

The term of this Agreement will not exceed three calendar months, unless agreed or reviewed with Express Hire and payments are up to date.

(3) DEPOSITS

We may ask you to pay a reasonable deposit based on the value of the Plant and Equipment you hire. We will keep the deposit & card details until the Plant and Equipment is returned to us. The deposit will be returned to you if the Plant and Equipment is returned in the same condition as it was when hired to you (fair wear and tear excepted). However, when we repay the deposit, we will be allowed to deduct from it any monies you may owe us. The Supplier reserves the right to store the Customer's credit or debit card details on its password protected customer account system and further reserves the right to use such details against future rentals made by the customer, this card will also be used for end of month invoice payments.

(4) NON-BUSINESS HIRE

The Plant and Equipment is hired to you on the basis that it is used only for private or non-commercial use. You must not use the Plant and Equipment for commercial purposes.

(5) UNAUTHORISED RE-HIRING OF EQUIPMENT

You must not re-hire, sub-let or lend any of the Plant and Equipment to any third party or otherwise part with possession of the Plant and Equipment.

(6) SITE AND ACCESS

6.1 While we do not expect you to have any technical knowledge of the Plant and Equipment you are hiring, it is your obligation to inform us of any visible access or Site restrictions, which you think may cause difficulty. For example, restricted access, limited working space, or overhead obstructions.

6.2 We may carry out a Site inspection; if we do, we will check both the means of access and the place(s) where you require the work to be carried out. It is your responsibility to undertake any Site preparation that we ask (for example, removing any goods or materials that might hinder the job). We shall not be responsible for lost work time if the Operator is unable to commence or continue work as a result of your failure to complete Site preparation as requested by us.

6.3 You must immediately notify us of any change in site conditions prior to the hire which might affect the safe use of the Plant and Equipment.

6.4 Whether or not we carry out an inspection, we may need to ask you for information about such things as the location of cesspits, drains and sewers. You must make every effort to ensure that the information you give us is accurate.

6.5 Where access is required over land you do not own, you undertake that you will obtain consent from the respective owners and to pay any charges they may make.

6.6 The Plant and Equipment must only be used at the Site. If you want to use the Plant and Equipment at any other place, you must first get our written confirmation that we allow you to do so.

(7) NAME PLATES

You must not remove, deface or cover up any nameplate or identification marker number on the Plant and Equipment, nor put any mark on the Plant and Equipment, which might indicate or suggest that the Plant and Equipment belongs to you.

(8) TRANSPORTATION, LOADING AND UNLOADING

8.1 If you would like us to deliver and collect the Plant and Equipment, we will provide this service at a reasonable cost, which we will confirm to you prior to the hire.

8.2 Unless we have agreed to deliver and collect the Plant and Equipment, you are responsible for collecting it from our premises, and for delivering it back to our premises.

8.3 Where you transport the Plant and Equipment yourself, you are responsible for loading at the time of collection from our premises and for unloading at the time of delivering it back to our premises.

8.4 If one of our employees helps you in the loading or unloading of the Plant and Equipment, you must tell them what you want them to do and how you want them to help. If the Plant and Equipment is damaged, or causes damage, whilst being loaded or unloaded, you will be responsible for the damage unless the damage is caused by our employee's negligence.

8.5 We do not offer plant trailers for hire, nor do we offer lifting straps, chains or ramps.

(9) DAMAGE TO SITE AND/OR ACCESS DURING DELIVERY AND COLLECTION

9.1 You acknowledge that the Plant and Equipment you have chosen to hire may cause superficial damage to the ground, particularly in wet weather (for example, ruts may be created, or paving stones may be cracked). You further acknowledge that the Plant and Equipment may also cause damage to underground services such as drains and sewers. If you have chosen to have the Plant and Equipment delivered to you, our delivery driver and/or operator will do their best to limit any such damage, but we cannot be held responsible for any damage of this sort. You are responsible for making good any damage caused to your property or adjoining land in obtaining access.

9.2 If you are particularly concerned to avoid superficial damage to the ground you must let us know as soon as possible. We may be able to provide extra protection though there will be an additional cost in doing so, which we will pass on to you.

9.3 Due to the nature of machinery and delivery vehicles (not exclusive), unfortunately fluid such as hydraulic oil, engine oil, coolant or fuel leaks can happen without prior warning, even with brand new equipment. It is the user's responsibility to protect and cover any surrounding environment where there may be a risk of leakage resulting in environmental damage (e.g., floor stains, water courses, drains – list not exclusive). Express Hire (Dorset) Ltd. is not liable for any environmental pollution or pollution clean-up due to any leakage from our equipment, or contamination resulting from any leakage as Express Hire (Dorset) Limited is not in control of the machine or circumstances prior to any potential leakage. It is Express Hire (Dorset) Limited's responsibility to maintain & repair its equipment due to wear and tear and on the occasions of damage. Environmental damage is the customer's responsibility.

(10) DELIVERY IN GOOD ORDER

10.1 We will ensure that the Plant and Equipment hired to you is in good working order and fit for the purpose for which the Plant and Equipment of that kind is normally used.

10.2 You must check the Plant and Equipment when it is provided to you and immediately notify us of any obvious faults or defects.

(11) SAFETY

11.1 You warrant that you will use the Plant and Equipment in accordance with the safety warning at the beginning of this Agreement.

11.2 You must read any relevant operating and safety instructions supplied with the Plant and Equipment and you must only use (or permit the use of) the Plant and Equipment in accordance with the operating and safety instructions supplied with it or any other safety instruction given to you by us. If you do not understand any part of the relevant operating and safety instructions, you must seek assistance from a suitably qualified person or us before using the Plant and Equipment.

11.3 You must also take your own sensible safety precautions (for example, you must take all reasonable measures to prevent children from playing on or near the Plant and Equipment at all times).

11.4 You must ensure that the Site itself is safe.

11.5 If operated by our staff

11.5.1 you must not operate the plant and equipment yourself.

11.5.2 we will be responsible for the safe operation of the plant and equipment.

11.5.3 you must follow any safety instructions given by our Operator. You must also take your own sensible safety precautions (for example, you must take all reasonable measures, to prevent children from playing on or near the equipment at any time, particularly when the equipment is parked up for the night and our Operator is not able to oversee it).

11.5.4 whilst we will be responsible for the safe operation of the Plant and Equipment, you must ensure that the Site itself is safe and secure.

(12) THE OPERATOR (WHERE BOOKED)

12.1 It is your responsibility to give the Operator of the Plant and Equipment clear instructions regarding the job you wish to be undertaken. You must provide any further information or explanation our operator asks for.

12.2 We will ensure that the Operator is competent and qualified to operate the Plant and Equipment.

12.3 We will ensure that the Plant and Equipment hired by you is in good working order and is fit for the purpose for which it is normally used.

12.4 The Operator's responsibility is generally limited to operating the Plant and Equipment competently and safely to complete the job that you have instructed the Operator to undertake.

12.5 The Operator will use their best endeavours to complete the job you instruct them to undertake as expeditiously as possible.

(13) CONDITIONS OF EQUIPMENT

13.1 You must check the state and condition of the Plant and Equipment at reasonable intervals during the period of hire to ensure that it remains safe, serviceable and clean. We will not check the Plant and Equipment during the period of hire unless you bring it back to us and ask us to do so.

13.2 You must not use (or permit the use of) the Plant and Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear.

13.3 Other than arranging for the changing of plugs and sockets (if necessary) to be carried out by a qualified electrician you must not make any alterations or modifications to the Plant and Equipment.

(14) CONSUMABLE ITEMS

14.1 We will supply fuel, oils and greases to you if you ask us to do so. We will make a charge for any fuel, oils and greases, which we supply these charges will be above pump price. You may buy your own fuel, oils and greases but you must use the grade and type we or the manufacturer specifies.

14.2 You are responsible for the cost of re-sharpening drills, cutting edges and other tools. If excessive damage is caused to landscaping items, chopper blades for example, a charge for replacement will be issued.

14.3 If we supply you with any consumable items or ear or eye protectors for use with the Plant and Equipment, these are sold to you, and you must pay for them. At our discretion, we may refund the price of any such items that are returned in a suitable condition for taking back into stock.

14.4 From April 2022 the law changed to only allow white diesel – DERV – in all hired equipment that takes diesel. Any machinery returned with red fuel will attract a disposal charge and a fuel charge to refill the machinery. Express Hire will charge a rate higher than pump price to cover costs of storing fuel and staff time to refill the machines.

(15) FITTING OF ACCESSORIES

15.1 If the Plant and Equipment requires the fitting or re-fitting of any accessories (such as drills, wheels, discs, blades, breakers and augers etc), it is your responsibility to ensure that any such accessory is correctly fitted or re-fitted in accordance with any relevant operating and safety instructions that you are given.

15.2 If any injury or damage to persons or property or to the Plant and Equipment arises because you have incorrectly fitted or re-fitted any accessory, you will be responsible for that injury or damage (unless we have been negligent in any way). The only exception to this is where the injury/damage occurs as a result of a fault or defect in the Plant and Equipment, which you were not aware of.

(16) ACCESS FOR SERVICING, INSPECTION AND RECOVERY OF EQUIPMENT

You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, test, adjust, repair, or replace the Plant and Equipment as necessary while it is in your possession or to recover the Plant and Equipment if you fail to return the Plant and Equipment to us on termination of this Agreement, or payment terms are exceeded.

(17) FAULTS, DEFECTS OR BREAKDOWN OF PLANT AND EQUIPMENT

17.1 You must immediately notify us if the Plant and Equipment breaks down or suffers a fault or defect such that it is inoperable or unsafe to use.

17.2 The Plant and Equipment must be returned to us as soon as possible and in any event within the time agreed with us when you notify us of the problem. On return of the Plant and Equipment we will use our best endeavours to repair it or exchange it.

17.3 We will not charge you for the hire of the Plant and Equipment during the period that it is broken down. It is therefore important that you notify us as soon as the breakdown occurs.

17.4 In the case of wheeled Plant and Equipment, you will be responsible for repairing any punctures that occur and/or replacing any tyre damaged (fair wear and tear excepted) while the Plant and Equipment is in your possession. No refund of Hire Charges will be made by us in respect of stoppages caused by punctures or tyre damage occurring during the period of hire.

17.5 Except for the repair of punctures, you must not repair or attempt to repair the Plant and Equipment unless authorised to do so by us.

17.6 Where the Plant and Equipment has broken down or is faulty or defective and is not readily repairable, we will substitute it with plant and equipment of a similar type. If no suitable substitute is available immediately, we will suggest alternative dates when you can hire the substitute plant and equipment. If the suggested replacement or the suggested alternative dates are not satisfactory to you, you can terminate the hire and claim for a refund for the period during which you could not make use of the Plant and Equipment.

17.7 Should any item get tipped over or stuck the customer can either arrange for their own recovery or request Express Hire (Dorset) limited to arrange at your cost. DO NOT ATTEMPT TO START A TIPPED MACHINE – you will cause extreme damage to the unit which will be fully chargeable.

17.8 Due to the nature of machinery and delivery vehicles (not exclusive), unfortunately fluid such as hydraulic oil, engine oil, coolant or fuel leaks can happen without prior warning, even with brand new equipment. It is the user's responsibility to protect and cover any surrounding environment where there may be a risk of leakage resulting in environmental damage (e.g., floor stains, water courses, drains – list not exclusive). Express Hire (Dorset) Ltd. is not liable for any environmental pollution or pollution clean-up due to any leakage from our equipment, or contamination resulting from any leakage as Express Hire (Dorset) Limited is not in control of the machine or circumstances prior to any potential leakage. It is Express Hire (Dorset) Limited's responsibility to maintain & repair its equipment due to wear and tear and on the occasions of damage. Environmental damage is the customer's responsibility.

(18) NOTIFICATION OF ACCIDENTS

You must notify us immediately if there is any accident involving the Plant and Equipment which results in damage to the Plant and Equipment or to other property or injury to or the death of any person.

(19) LOSS, THEFT OF, OR DAMAGE TO THE PLANT AND EQUIPMENT

19.1 Subject to clause 19.3 below, if the Plant and Equipment is lost, damaged, destroyed or stolen whilst in your care, you will be liable for the full cost of repairing or replacing the Plant and Equipment.

19.2 You may take out our theft only insurance to cover the risk to our Plant and Equipment at a cost of £15 per unit per week, this must be added to the contract before the hire goods leave our control. Should you need to claim on this there will be a £1000 excess, but only to the extent that such costs are reimbursed to us by our insurers. You will still be liable to us, however, to the extent that the insurers do not reimburse us for the loss or damage. You must take reasonable care of the Plant and Equipment whilst it is in your custody, even if the theft insurance has been added.

19.3 You will not be liable to pay us for any damage caused to the Plant and Equipment arising from any defect in the Plant and Equipment which was not apparent when it was hired to you. You will not be liable for any loss or theft of the Plant and Equipment resulting from a fault in the Plant and Equipment's security system which occurred before you took delivery of the Plant and Equipment. You must notify us immediately if there is a fault with the Plant and Equipment's security system, including but not limited to faulty locks or other security devices.

19.4 Where the Plant and Equipment or any part of it is lost, stolen, damaged or destroyed you must notify us immediately in order that we can notify our insurers. If the insurers refuse to pay us because of a delay in notification by you, you will be liable to us for what would have been recovered from the insurers if you had complied with this clause. You must provide our insurers and us with all reasonable assistance when so requested.

19.5 You must notify the police immediately if the Plant and Equipment, or any part of it, is stolen or has been criminally damaged. Upon receipt of the crime number Express Hire will amend the weekly hire rate to two thirds of the normal charge until the insurance or invoice for loss is cleared.

(20) PAYMENT

20.1 The Plant and Equipment can be hired by the day, for two days or by the week. If you do not return the Plant and Equipment to us by the times set out below then we will be entitled to charge you for an additional day's (or days') hire.

The latest times, by which the Plant and Equipment must be returned, unless we are collecting it, are as follows:

Plant and Equipment hired for a day
Must be returned within 24 hours.

Plant and Equipment hired for 2 days
Must be returned within 48 hours.

Plant and Equipment hired for a working week (Monday - Friday)
Must be returned by 16:00 Friday.

Plant and Equipment hired for a week
Must be returned by 16:00 on the seventh consecutive day.

20.2 You must pay Hire Charges for each day that you hire the Plant and Equipment, including Saturdays, Sundays and Public Holidays. If you agreed to take the Plant and Equipment for a minimum or a fixed period, you must pay the Hire Charges applicable for the whole of the minimum or the fixed period.

20.3 Hire Charges are due at the beginning and/or at the end of the hire or at the end of a month. We will let you know when you must pay the Hire Charges at the time you hire the Plant and Equipment.

20.4 You must pay the Hire Charges in full and on the due dates, and time is of the essence for payment.

20.5 If any payment due under this Agreement is not paid in full and on the due date, interest will be charged from the due date to the date of payment at the base rate of the Bank of England plus 8% per annum.

20.6 Stoppages which are not due to fault or our part, or on the part of our operator will be charged for. (E.g., stoppages caused by adverse weather, unforeseen problems with the Site or access, punctures or usual running maintenance such as re-fuelling or re-fitting accessories).

20.7 You ask our Operator to stop work at any time. If you do so, you will be responsible for the Hire Charges up to the point at which your request is made including the daily rate for the day on which work ceases, or the agreed minimum or fixed period.

(21) TERMINATION OF HIRE

21.1 You can bring this Agreement to an end at any time by returning the Plant and Equipment to us in accordance with clause 20 above and paying the Outstanding Balance.

21.2 If you breach any term of this Agreement, we may terminate this Agreement and require the immediate return of the Plant and Equipment to us. You undertake to return the Plant and Equipment to us upon termination of this Agreement. We will not ask you to return the Plant and Equipment before the end of the minimum or fixed period unless you are in default.

21.3 At the end of the minimum or fixed period agreed between the parties you must return the Plant and Equipment to us in accordance with clause 22 below. If you wish to extend the period of hire, you must contact us before the minimum or fixed period expires. We may agree an extension, up to a maximum of three months including the original minimum or fixed period of hire without review.

(22) RETURN OF PLANT AND EQUIPMENT

22.1 You must return the Plant and Equipment to us in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur during the period of hire.

22.2 You must clean the Plant and Equipment before you return it to us. If you have not made a reasonable attempt to clean it, you will be responsible for our reasonable costs for cleaning and restoration of the Plant and Equipment to enable it to be hired to someone else in a fit and proper condition.

(23) LIABILITY

23.1 If either you or we are in breach of any term of this Agreement, neither of us will be responsible for any losses that the other suffers as a result of such breach except losses which are a foreseeable consequence of the breach.

23.2 You have agreed to hire the Plant and Equipment for domestic and non-commercial purposes only. In the circumstances, if we are in breach of this Agreement, we will not be liable to you for any claim relating to business expenses or losses, including but not limited to claims for loss of profit.

23.3 We will not accept any responsibility for any damage and/or injury caused by your failure to comply with operating and safety instructions supplied to you. It is your responsibility to ensure that you are fully covered by insurance for any risks involved in the use of the Plant and Equipment, such as personal injury or death to users of the Plant and Equipment or other persons. This clause does not exclude or limit our liability for death or personal injury caused by our negligence, breach of contract or other default.

23.4 If a third party makes a claim against us in relation to any loss or damage caused by the Plant and Equipment as a result of your breach of any term of this Agreement, you will indemnify us in full for all costs and/or losses suffered by us as a result thereof including but not limited to payment of compensation (including interest where applicable) to the third party, our reasonable legal and other fees incurred as a result of any legal action resulting from the claim. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.

23.5 Subject to clause 23.7, our liability is limited as follows: Our liability for loss, destruction or damage to goods or property is limited to a total of £1 million whether due to our breach of contract, negligence or otherwise.

23.6 If you think that there is a possibility that goods or property could be damaged which have a value of more than the limit set out in clause 23.5, then you must notify us in writing before the Plant and Equipment is delivered to the Site. On receipt of such notification, we may choose to make additional coverage available, and this will involve an increase in the Hire Charges. You will not be able to claim more than the amount set out in clause 23.5 if 23.6.1 you do not notify us that the damage could exceed the above limit.

23.6.2 we choose not to have additional coverage made available.

23.6.3 you do not agree to meet the extra charge for additional coverage; or

23.6.4 the additional coverage falls for some reason that is not our fault.

This will be so, even where we are at fault, except where your claim is for death or personal injury, as mentioned in clause 23.7 below.

23.7 The limit set out in clause 23.5 does not apply to claims for death or personal injury caused by our negligence. There is no limit on the amount of our liability for such claims.

(24) GENERAL

24.1 If any provision of this Agreement is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.

24.2 Notices from you to us should be sent to us at our principal office address. Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any change to your address.

24.3 This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of this Agreement.

24.4 A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

24.5 If any amount is payable to you by us under this Agreement, we may withhold from those monies an amount equal to the total monies you owe us under this Agreement.

24.6 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 for 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 our head office is located.

IMPORTANT INFORMATION:

Theft Insurance cover will / may be added to all hire items.
Theft insurance is subject to terms which are available on our website or can be requested via email, and carry an excess of £1000 if claim is required.
Theft insurance does not cover accidental damage or motor insurance.

Express Hire do not provide road cover (tax or insurance) for any item as standard.

You must call or email to off hire when finished with any goods. We will continue to charge you until we have been notified.

Only DERV (standard white diesel) to be used to refill diesel machines.

Non-account (cash trade & consumer) customers will have payment taken at the end of the hire and at end of month whilst equipment is on hire from the payment details provided.

Account customers (trade & consumer) have 30 days from month end to clear their account.

Sales@express-hire.co.uk 01202 673 403

Trade terms are available via our website or email by request



Terms & Conditions for Express Hire Theft cover.

For customers who have opted for or had the cover added to their contract.

Express Hire offer a Theft Only insurance for £15 per week per item, This only covers theft and carries an excess of £1000 if claim required.

The terms for this cover are additional to:

Terms and Conditions for Plant and Equipment **Supplied with or without an Operator** (CONSUMERS)
or Terms and Conditions for Plant and Equipment **Supplied with or without an Operator** (TRADE)
both of which are available via our website or email on request

The keys must not be left with the insured equipment, nor easy to access.

The equipment must not be parked illegally, or on a public highway or path.

The customer must make every effort to keep the equipment safe and prevent unauthorised access to the equipment / site.

The customer request of adding theft cover must be received prior to site delivery.

The insurance does not cover accidental damage or malicious damage to the machines.

Many of Express Hire's machines have immobiliser functions with either coded keys or keypads and a number of items have trackers fitted but this is not exclusive across the fleet and may not apply to hired in items from a third party. These additional features do not remove the customers responsibility to where possible carry out their own due care and attention.

The theft cover with the £1000 excess does not cover machine accessories or fuel.

The hire charges will continue in full until a crime reference number is supplied and should there be any breach in the terms the hire charges will continue. Upon receipt of a crime number the hire will be charged at a discounted rate, of two thirds until the loss is paid for in full.

Express Hire's insurers may need to contact you for a statement of fact and, may require additional information and even a site visit if deemed necessary.

The theft cover does not provide payment for hire charges, these will remain the customers responsibility and are due within the time period stated on either your contract, the terms and conditions of the contract or another agreement confirmed in writing with Express Hire.

Any damage to customers site, other equipment or third-party items are not covered by this theft only insurance.