

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 leaves the Owner's depot or place where last employed; and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt, the Hire Period shall be deemed to 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 Bank and Public holidays.
(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, wear parts, 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 and which are not acknowledged or accepted in writing by the Owner and supersedes 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 in writing, for unloading and loading of the Plant at the site or 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 arising in connection with the unloading or loading of the Plant by, or with the assistance of, such personnel.
(b) We will decline the delivery and/or for failing delivery should the access is not of a size to accept the machine / equipment or steps/procedure to safely pass 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 understand 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 on wet weather (for example, ruts may be created, or parking zones 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 the Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a work-like 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 as qualified with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe or unsuitable state, or in a way 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. RECEIVING AND INSPECTION**
The Hirer shall at all reasonable times allow the Owner, the Owner's agents, or insurers to have access to the Plant to inspect, 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 on access road, the property or land where the Plant is to be delivered to, collected, loaded or unloaded, to work on, travel over, be transported over, be erected or used, or be dismantled, and the use of the site, and any electronic interference which may affect the Plant.
(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 stability of 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 shall be responsible for 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) The Hirer shall be responsible for the notification 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 of any other unit or units of Plant working or standing ready for work, provided that where two or more items of Plant are expressly hired together as one unit, such 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, hire charges shall be deemed to be in arrears at the rate defined in clause 25 until 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 charge can be reinstated from the date of that agreement. Should idle time charges be reinstated, 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) above, to the Plant or to any personnel supplied by 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 and well as being supervised by the Hirer.
(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 a Public Highway (or a Public Highway) which is being used 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 as 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 Hirer shall be obliged to replace the Plant with similar Plant of equivalent or greater value or 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 charged.
15. 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.
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 the Hirer is unable to provide the Plant for the duration of the Hire Period, the Owner shall, if possible, 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:
(i) the provisions of clauses 9 and/or 13 shall apply from the commencement 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,
(ii) 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 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 for in accordance with clause 25.
(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 to 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 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 Day. No hire charges shall be payable 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 hours worked in excess of such period. An allowance will be made for breakdowns for up to the entirety of that Working Day providing always that where the actual hours worked are in excess of the Working Day, the actual hours worked shall be charged for 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 or Working Week, provided that the Plant is not available for the Hire 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 provisions of clause 18 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, provided that the Plant is not available for the Hire to use during that time.
(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 the Hirer's liability for the Hire Period for the period for which the Plant is not available 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 expenses incurred by the Owner should the Hirer fail to comply with this clause.
24. HIRER'S 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 terminated 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 24(a) but the Hirer shall have the right to terminate the Contract by giving notice to the Hirer of the termination of the Hire Period. Where the Hirer gives notice to terminate the Hire Period, the Hirer shall be deemed to have accepted the termination of the Hire Period and the Hirer shall 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.
(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 after 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 insufficient 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 Hirer.
- 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 as provided for in clause 24(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 additional costs 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 Plant or equipment, or for 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. 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.
(i) The Hirer indemnify the Owner against any and all damages, losses, or claims should the Hirer fail to do so.
(ii) 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 damage or loss 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.
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 Acts, Factories Acts, 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 requisition.
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 replacement 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 in jeopardy in any way.
(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 recover transport charges under clause 31.
(iii) The Hirer shall be liable for the cost of any reasonable expenses incurred by the Owner in recovering the Plant.
(iv) It may be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
(v) It 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.
(c) If the Hirer fails to make payment of a sum by the final date when 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.
(d) It is the responsibility of the customer to off hire the goods when finished, this can be done via email to Express-Hire.co.uk or by 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 made with reference to a 5-day week of other than 38 or 40 hours of work (including clauses 11(b) and (i), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.
36. DISPUTE RESOLUTION
(a) The Hirer will determine which court will have exclusive jurisdiction and interpretation of the law for this Contract to be governed by the law of the country where the Owner's Head Office or site is located.
(b) Both parties to the Contract have a right to refer any dispute or dispute 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 such equivalent legislation which confers on the parties the statutory right to adjudicate within the relevant jurisdiction (or any amendment or re-enactment thereof) for the time being in force) will apply. The person (if any) specified in the Contract as an adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Construction 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 judgment 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, counterclaim, 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.
37. 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.
38. SEVERABILITY
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.
39. FUEL
From April 2022 the law changed to only allow white diesel - DERV - in all hired equipment that takes diesel. Any machinery supplied 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.
- IMPORTANT INFORMATION:**
- Insurance of all items is the responsibility of the hirer unless theft cover is requested from Express Hire**
- Express Hire do not provide road cover (tax or insurance) for any item.**
- You must call or email to off hire when finished with any goods.**
- Only DERV 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 the month whilst equipment is on hire from the card details provided.**
- Account customers (trade & consumer) have 30 days from month end to clear the account via card, cash or direct debit.**
- Sales@express-hire.co.uk 01202 673 403**
- Consumer terms are available via our website or email by request**