## HARTWELL MACHINERY

Telephone: 01584 711668

Mobile: 07791 848737

Website: hartwellmachinery.co.uk

E-mail: sales@hartwellmachinery.co.uk

Please sign one copy of the conditions of hire and return it to confirm hire.

## **CONDITIONS OF HIRE**

1. The company, Hartwell Machinery Limited, remains the owner of all equipment hired.

2. A copy of driving licence and insurance certificate will be required prior to delivery.

3. All equipment is hired out in good condition. In the event of loss or damage, other than reasonable wear and tear, the hirer will be charged for the repair, or the full value of the equipment as agreed as the insurable value presented at commence of the hire period. The repair will be carried out by the manufacturer of the equipment. The hire will continue until the repair is complete.

4. The company will be notified of any fault occurring with any equipment. All repairs will be carried out by the company.

5. The company will not be responsible for ongoing overheads during a period of breakdown.

6. If equipment hired is not available for return to the company for any reason, the period of hire will terminate when the company receives payment, in full, at the manufacturer's current price.

7. Any persons signing these conditions of hire on behalf of the hirer assume responsibility for the equipment.

8. Any punctures or damage to tyres is the responsibility of the hirer and he/she should arrange for the repair. Damage to tractor braking systems is the responsibility of the hirer and should be notified to Hartwell Machinery Limited immediately.

9. At no time are the tractors/trailers to be sub-hired to a third party.

10. The minimum charge is a weekly rate unless stated otherwise. (1 week = 6 consecutive days including weekends and bank holidays).

11. The minimum period of hire will be as agreed prior to delivery; if the hire period is less than agreed then an amount will be due equivalent to 50% of the remaining agreed hire.

12. The period of hire commences when the equipment leaves the company's premises and ceases at the time the equipment is returned to the company's premises or is collected by the company's vehicle.

13. The company reserves the right to terminate the contract at any time for any reason and repossession will be immediate. If repossession becomes necessary, the hirer agrees that the company has the right of access to any place he has reason to believe the equipment to be.

14. The hirer is responsible to ensure all persons using the equipment during the period of hire are suitably instructed in the correct use of the equipment and hold a certificate of competence for the machine hired.

15. No responsibility can be taken by the company for any damage or injury caused by the equipment during the period of hire.

16. Repossession of the hire equipment will be immediate, if the hirer is declared bankrupt or in the hands of the Receiver.

17. It is of full responsibility of the hirer to fully insure all equipment from the time of collection/delivery until it is returned to us for the value stated in this document.

#### **Insurance Value**

Signed

Date:

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### Please return this document signed. Payment Terms

1. Payment is required within 28 days of all invoices; for long term hires a standing order is required.

2. If prompt payment is not received the machine will be collected and the hire will be terminated.

3. When the machinery is returned it is the hirer responsibility to notify Hartwell machinery Limited of any defects or damage to the machine and a damage declaration is to be signed by the driver at the termination or end hire, if no damage has occurred to the machine there will be no addition charges incurred to the hirer.

4. Any damage to the machine will be repaired at current manufacturer's prices and the cost will be charged in addition to any outstanding hire charges and will be due payable within seven days.

5. If the cost of any damage amounts to more than 80% of the value of the machine then an invoice of the value of a replacement machine at current manufactures prices will be raised and sent to the hirer. Payment will be required in seven days.

6. If the hire is terminated before the agreed hire finish time, 50% of the remaining hire cost for that period will be payable.

### Hirer/Driver's Signature

**Print name** 

Representing

Date

Vehicle Model/Reg