

STANDARD TERMS AND CONDITIONS OF HIRE.



IMPORTANT

The hirer must ensure that he/ she is fully covered by insurance and understands he is fully responsible for damage or subsequent damage caused by misuse or neglect.

1. In this agreement

- (a) The "Owner" means 365 Hire, Unit 4 Brookhouse Way, Brookhouse's Industrial Estate, Staffordshire, Cheadle, ST10 1SR.
- (b) The "Machine(s)" means the machine(s) described on any delivery note, invoice or any other machine(s) supplied by the Owner as a replacement in the event of any breakdown.
- (c) A "day" includes any part of a day or 10 hours.
- (d) The minimum period of hire shall be one day.
- (e) A "week" means a period of 7 days including the day of delivery of the Machine(s) and the day of its return and Sunday. Max 50 hours per week.
- (f) A "month" means a period of 28 days. Max 200 hours per month.
- (g) A "year" means a period of 365 days or 1200 machine(s) worked hours, whichever is greater.

2. The Hirer agrees with the Owner

- (a) To pay a hire charge at the rate agreed for each day/ week of hire of the Machine(s) such hire charge will be paid prior to the start time of hire. All rental agreements subject to VAT.
- (b) Full payment will be required on all vehicles on booking of the Machine(s) to secure the booking, unless otherwise stated.
- (c) Cancellations within 48 hours of the Machine(s) booking, the booking will be lost, and a 50% cancellation fee will apply. The rest of the fee will be refunded to the Hirer.
- (d) Subject to the provisions of conditions 3(a) to keep the Machine(s) in good working order (fair wear and tear expected), to carry out day to day maintenance in accordance with the manufacturer's recommendations including without prejudice to the generality of this requirement maintaining correct oil, water and battery levels and correct tyre pressures.
- (e) To report to the Owner immediately, any breakdown of the Machine(s) or weather conditions making the Machine(s) unusable, or any accident involving the Machine(s).
- (f) If the hiring period is from day to day to give at least half days' notice of termination of the hiring or to pay one half days' hiring charge in lieu. If the hiring is for a fixed period to return the machine to the Owner not later than 5.00pm on the last day of the period.
- (g) To accept complete responsibility for any personal injuries or other damage of any kind whatsoever arising out of hiring the Machine(s) whether resulting from a breakdown or defect in the Machine(s) itself or the wilful negligent act or omission of the Hirer or the operator or any other person (whether authorised to operate the Machine(s) or not) or from any other cause whatsoever and to indemnify the Owner against all claims and liability in respect of such injuries and damage.
- (h) Not to part with possession of the Machine(s) or remove it to others premises other than those to which it is delivered except with the Owners consent in writing and not to charge or pledge the Machine(s) in anyway whatsoever.
- (i) To permit the Owner to inspect the Machine(s) on reasonable notice and to carry out such work thereon from time to time as the Owner may think necessary.

- (j) To keep the Machine(s) safe and to indemnify the Owner against loss or damage thereto including loss or damage (I) sustained in delivery of the Machine(s) to the Hirer or the return of the Owner unless the delivery or return shall be performed by the Owner or the Owners employees (II) caused by third party (III) sustained in the course of recovery of the Machine(s) from bad ground and (IV) by theft or fire or frost.
- (k) Not to permit the Machine(s) to be operated by anyone other than a skilled operator or to be used in a manner or for the purpose for which it is not designed or reasonably suitable or for a purpose which is not covered by a Road Fund Licence for an Agricultural Machine.
- (l) Not to remove from the Machine(s) any safety guards, nameplates, marks, numbers or notices affixed thereto.
- (m) To pay any cost, damage, losses, charges and expenses incurred by the Owner or his agent in collecting arrears of any moneys payable hereunder or in exercising any of the powers contained herein.
- (n) To pay the cost of any repairs or replacements to the Machine(s) becoming necessary as a result of the breach by the Hirer of the provisions of sub-paragraphs (d) (e) (i) (j) (k) (l) and (m) hereof and without prejudice to the generality of the foregoing to pay the cost of repair or replacement of any power take off guard.
- (o) To pay the cost of loss of keys to the Machine(s), whilst the Owner will provide a spare one a charge will occur of £200.00 paid directly to the Owner by the Hirer.

3. The Owner agrees with the Hirer as follows

- (a) To deliver the Machine(s) to the Hirer in good working order and condition at the commencement of the hiring and in the event of a breakdown to put the Machine(s) back into good working order as soon as possible (providing the breakdown is not due to wilful or negligent act or omission of the Hirer, his servants or agents, or the breach of the Hirer of his obligations under this agreement).

4. It is further agreed as follows

- (a) That the Owner shall be under no liability whatever to the Hirer in respect of any consequential loss however arising or from loss or damage due to or late or non-delivery or breakdown of the Machine(s).
- (b) That in the event of any breach by the Hirer of any of the Agreements and conditions herein contained the Owner shall be entitled forthwith to terminate the hiring and retake possession of the Machine(s) but without prejudice to any right of action of the Owner against the Hirer for arrears of Hire Charge or damages for breach on this agreement.
- (c) The acceptance of delivery of the Machine(s) by the Hirer shall be conclusive that he has examined it and found it to be complete and in good working order and condition and in every way satisfactory to him.
- (d) Without prejudice to the provisions of condition 4(b) the Hirer or Owner shall have right to terminate this agreement on giving 6 hours' notice.
- (e) That the Owner shall have the right to make a charge additional to the quoted rate in the event of excessive wear on the Machine resulting from ground conditions.
- (f) The Hirer can leave 1 vehicle per booking free of charge at our site when renting Machine(s) for 1 day or more. The Owner is not liable for any damage caused to the vehicle and is the Hirers responsibility to ensure their vehicle is parked in a safe and legal manner.

5. **Legal Construction**

These terms and conditions shall be interpreted and take effect as an English Contract in accordance with the Laws of England and the Customer/ Hirer agrees to submit to the jurisdiction of the English Courts.