

ML PLANT & TOILET HIRE LIMITED
COMPANY REGISTRATION NO: 03582619

TERMS & CONDITIONS

1. DEFINITIONS:

- (a) For the purposes of this hire ML Plant & Toilet Hire Ltd shall be deemed to be the Owner of the equipment whether such is the fact or not and the expression "the Owner" shall mean ML Plant & Toilet Hire Ltd to the exclusion of any other company or person.
- (b) All equipment is hired subject to these conditions and acceptance of the equipment on site implies unqualified acceptance of all terms and conditions stated hereon.
- (c) "Hirer" means the company, Firm, Person, Corporation or Public Authority taking the Owners equipment and includes their successors, employees or personal representatives.
- (d) "Equipment" covers all classes of portable toilet facility units, urinal units and sanitation stations.

2. EXTENT OF CONTRACT:

No conditions or warranty other than hereon specifically set forth shall be implied or deemed to be incorporated in, or to form part of the contract.

3. DEPOSITS:

A deposit may be required against each item of equipment, transport and any servicing costs that will be incurred, this is in accordance with the Owners standard 25% deposit rate to secure a booking.

4. COMMENCEMENT & TERMINATION OF HIRING:

The Hire Term will commence on the agreed date that the equipment leaves the Owners premises and will terminate on the agreed date that is confirmed as an off hire date by the Owners.

The day of hire delivery and the day of off hire will be included as whole days of hire.

The Owner shall have the right to terminate the hire at any time without prior notice and the Owner shall be entitled to enter upon the premises or site of the Hirer for the purpose of repossessing the equipment. The Hirer shall pay the cost of recovering and transport costs to collect the equipment. In addition the Owner shall be entitled to revise or increase the hire rate for any item of equipment by giving 7 days written notice to the Hirer as detailed in the contract.

5. DELIVERY & COLLECTION:

Delivery and Collection will be undertaken by the Owner, is NOT included in the hire term charges and is charged as an extra. Where the Owner agrees to transport the equipment to or from the Owners site:

- (a) The Hirer shall provide or ensure that access to and over the Hirers site is in every respect suitable for the vehicle used to transport the equipment
- (b) The Owner shall load and unload the equipment at the Hirers site with reasonable diligence and the Hirer should not unduly delay the vehicle in any way. Delays will be charged to the rate of £20+vat per 30 minutes the vehicle is unnecessarily on site as deemed suitable by the Owners company driver.
- (c) The Hirer shall indemnify the Owner against any claims for injury to persons or loss of or damage to property (including land), during the loading and unloading of the equipment.
- (d) The Owners shall not be liable for the consequences of any delay in the delivery or collection at the Hirers site howsoever arising.
- (e) When equipment out on hire is to be collected from its location by the Owner on the instruction of the Hirer, the Hirer remains responsible for the safekeeping of the equipment until collection is effectively completed, regardless of date of OFF HIRE.
- (f) When equipment is delivered by the Owner in the absence of the Hirer or the representative on site, the Hire Delivery Note shall be forwarded to the Hirers email address and deemed to be conclusive proof of the delivery of the equipment listed thereon in good clean working order.

6. DELIVERY IN GOOD ORDER AND MAINTENANCE:

Unless notification to the contrary is received within 2 days all equipment will be deemed to have been delivered in good order and to the Hirer's satisfaction. The Hirer will be responsible for the safe keeping of the equipment, for its use in a workmanlike manner and return on completion of the Hire in equal order (fair wear and tear).

7. HANDLING & USE OF EQUIPMENT:

- (a) The equipment shall be used only for the purpose for which it is designed by the makers. The Hirer shall be responsible for ensuring the observance of all proper safeguards and precautions against accidents in connection with the use of the equipment, and for ensuring its use by authorised persons of the Hirer's company only.
- (b) The Hirer shall be responsible for compliance with all laws, byelaws and regulations applicable to the equipment and the work to be performed.
- (c) The Hirer shall indemnify the Owner for the injury to persons or loss of or damage to property caused by the Hirer's use of the equipment or the Hirer's failure to operate the equipment in a safe and proper manner.

8. PROTECTION OF OWNER'S RIGHTS:

- (a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, lend or part with the possession of or otherwise deal with, the equipment or any parts thereof in a manner prejudicial to its Owner's rights, and shall take all necessary steps to ensure title in the equipment does not pass to the owner's of any land upon which the equipment is situated / located.
- (b) The Hirer shall permit the Owner's agents or Insurers at all reasonable times to have access to the said equipment for the purpose of inspection or repair.

9. SUB-LETTING:

The Hirer shall not sub let the equipment or any part of it without the Owner's consent in writing.

10. CHANGES IN SITE:

The Hirer shall not move the equipment from the site to which it was first delivered or consigned to without the Owner's consent.

11. REPAIRS & ADJUSTMENTS:

The Hirer shall not repair or attempt to repair the equipment without the consent of the Owner. The Owner undertakes to deal with necessary repairs as quickly as is reasonably possible

12. BREAKDOWN & SERVICING:

- (a) The Hirer shall inform the Owner of any breakdown or unsatisfactory working order of the equipment as soon as it becomes apparent to them.
- (b) The Hirer shall take all reasonable steps to keep himself acquainted with the state and condition of the equipment at all times. If equipment is continued to be used after it is known by the Hirer to be in an unsafe or satisfactory state the Hirer shall be solely responsible for any further damage, loss or accident.
- (c) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to negligence, misdirection or misuse of the equipment whether by the Hirer or other persons and for the payment of hire charges at the Owner's standard rate during the period the equipment is necessarily idle due to such breakdowns or damage.
- (d) The Owner will be responsible for the cost of repairs to the equipment involved in any breakdown only as a result of fair wear and tear.
- (e) Where equipment has been in the possession of the Hirer for a period in excess of the recommended service interval for the item, however so that interval is expressed, ie time, hours etc it is the responsibility of the Hirer to inform the Owner of the need for the equipment to be serviced. In the event of the Hirer failing to inform the Owner of the need for the equipment to be serviced the Hirer hereby indemnifies the Owner against any claim howsoever arising as a result of the Hirers continued use of the equipment, beyond the recommended service interval.

13. TRANSPORT:

The Hirer shall pay all costs of delivery and collection of equipment.

14. STOPPAGES:

No claims will be admitted for stoppages from causes outside the Owner's control including bad weather or ground conditions.

15: CONSEQUENTIAL LOSS:

The Owner accepts neither liability nor responsibility for any consequential loss or damage directly or indirectly due to or arising from the breakdown or stoppage of the equipment through any cause whatsoever or through late or non-arrival of the equipment at the location of hire.

16: HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE:

During the continuance of the hire period the Hirer shall make good to the Owner all loss of or damage to the equipment (including loss of hire charges) from whatsoever cause the same may arise, fair wear and tear excepted and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or loss or damage to property caused by or in connection with or arising out of the use of the equipment and in respect of all costs and charges in connection therewith however arising.

17. LOST, NON-RETURNED, DAMAGED OR UNCLEAN EQUIPMENT:

When equipment is lost or stolen or cannot be retrieved by the Owner, the hire will be deemed to end when the Hirer pays to the Owner the Owner's invoiced charges for the loss of the equipment. Equipment deemed by the Owner to be damaged or returned in a "dirty condition beyond wear & tear" will be held for 3 days for the Hirer to inspect if required. After the expiration of the third day necessary repairs, servicing or cleaning will be carried out. The Hirer agrees to pay the Owner all costs incurred until such rectification is complete and the Owners invoiced charges for the recification have been paid. Charges for loss of or damage to equipment will be based on replacement values with due allowance for fair wear and tear.

18. MAXIMUM PERIOD OF CONTRACT (IF HIRER IS NOT A LIMITED COMPANY)

If the Hirer is an individual or partnership including an unincorporated body of persons and not a Limited Company then the contract will terminate not later than 3 months from the commencing date in which circumstances the Hirer shall on the eve of the last day of the said 3 months restore the equipment to the Owner. Equipment not restored to the Owner will be subject to continued charges.

19: ELECTRICAL EQUIPMENT:

Where the equipment comprises electrical equipment in part or in whole the same should normally be used with plugs and / or sockets as fitted but if temporary replaced with other suitable plugs or sockets, this must be carried out by a competent person who must also reinstate to original condition. Under no circumstances should electrical equipment be used without it being correctly earthed unless it is double insulated construction.

20: DETERMINATION OF HIRE:

The Owner shall be entitled at any time and for any reason whatsoever, with explanation, to terminate this contract (such termination to be effective immediately) and to repossess the equipment or any part thereof.

21: PAYMENT TERMS:

Unless a credit facility has been granted by the Owner to the Hirer, all hire charges are payable in advance and all other charges are due and payable immediately upon issue of invoice.

22: CONDITIONS OF PAYMENT AND CREDIT:

- (a) A credit facility is only granted if confirmed in writing by a letter from the Owner.
- (b) The credit limit will be stipulated in writing by the Owner, and if no limit is provided, no credit facility is granted.
- (c) Payment terms will be stipulated in writing and if no terms are specified, no credit facility is granted.
- (d) Any request for varied payment terms must be in writing and is not valid unless agreed in writing by the Owner.
- (e) The Owner shall be entitled to withdraw or revise the credit limit or payment terms by writing to the Hirer at the contract address. All invoices issued after such notification will be under the new terms.
- (f) If the stipulated credit limit is exceeded, or any invoice remains unpaid beyond the stipulated payment terms, then:
 - (i) All credit facilities are immediately withdrawn.
 - (ii) All invoices including current invoices shall become immediately due and payable.
 - (iii) The Owner shall have the right to terminate the hire in accordance with Clause 4 above and repossess the equipment.
 - (iv) The Owner may claim immediate payment for all the work done or equipment hired but not yet invoiced.
 - (v) The Owner may claim immediate payment for damage to equipment repossessed or the cost of the equipment which cannot be retrieved.

- (vi) An administration charge of up to £50.00 per month may be made by the Owner for payment by the Hirer.
- (vii) Any legal costs incurred to be paid on an indemnity basis.
- (g) Interest is due on invoices that have not been paid within the payment terms granted at a rate of 15% per annum. The interest charged will be invoiced and is payable immediately.

23. CREDIT REFERENCES:

In order to grant a credit facility to the Hirer, the Owner will make a search with a credit reference agency, which will keep a record of the search and will share that information with other businesses. The Owner may also make enquiries with credit reference agencies about Directors and Proprietors of the Hirer. The Owner will monitor and record information relating to the Hirer's trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

24. SEPARATE TERM VALIDITY:

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

25. RESPONSIBILITIES OF PERSON SIGING:

The person signing the contract warrants that he or she has authority of the Hirer to make this contract on the Hirer's behalf. The said person hereby indemnifies the Owner against all loses and costs that may be incurred by the Owner if this is not so. The said person hereby acknowledges that he or she has been instructed in the operation and use of the equipment. The said person and the Hirer jointly and severally hereby undertake to ensure that no one uses the equipment who is not properly instructed and shall not allow the equipment to be misused.

26. NOTICE OF ACCIDENTS:

If the equipment is involved in any accident resulting in injury to persons or loss of or damage to property immediate notice must be given to the Owner and confirmed in writing and in respect of any claim not within the Hirer's agreement for indemnity no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

27. HIRE CHARGE CALCULATION:

For construction site hires a minimum period of hire of 2 weeks shall apply as standard unless otherwise agreed in writing with the Owner. For event hires a set charge will be quoted by the Owner and agreed by the Hirer in writing before any equipment will be delivered to a location. All hires of equipment, unless a credit facility has been agreed in writing, shall be invoiced and will be payable in full prior to the start of the term of hire.

28. JURISDICTION:

The contract shall be governed by the Laws of England and the Owner and Hirer submit to the jurisdiction of the English Courts in respect or all questions or disputes arising out of or in connection with these conditions.

29. HEADINGS:

The headings used in the Terms & Conditions of Hire are for convenience only and shall not effect the construction thereof.

30. CANCELLATION POLICY:

A Cancellation policy applies to all hires agreed between the Owner and the Hirer:

- (a) Cancellations more than 14 days from the delivery date will incur a 25% charge of the total order including vat.
- (b) Cancellations less than 14 days from the delivery date will incur a 50% charge of the total order including vat.
- (c) Cancellations less than 7 days from the delivery date will incur a full 100% agreed contract price to be paid including vat.