



## 1. Definitions.

- a. The “Supplier” means Resolve and includes its successors and assigns.
- b. The “Hirer” is the company firm, person, corporation or public authority taking the suppliers equipment on hire and includes their successors or personal representatives.
- c. “Equipment” means all plant, machinery, equipment and accessories therefore which the Supplier agrees to supply to the Hirer.
- d. This contract shall be governed by and construed in accordance with the laws of England.

## 2. Entirety of contract.

The complete Contract is the Particulars set out overleaf, these conditions and any other document which the parties agree in writing to incorporate by way of reference which may include conditions imposed by the owner of the Equipment if not Resolve. These conditions have effect in substitution for and the exclusion of any conditions put forward by the Hirer.

## 3. When the contract comes into being.

The Contract shall come into being between the Hirer and the Supplier when the Hirer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and the Supplier has accepted the order.

## 4. Responsibilities of the hirer and person making the contract.

The person making the Contract “The agent” warrants that he has authority of the Hirer to make this Contract on the Hirers behalf and hereby agrees to indemnify the supplier against all losses and costs that may be incurred by the supplier if this is not so. The agent and Hirer jointly and severally hereby undertake to ensure that no-one uses the Equipment who is not properly instructed in its safe and proper operation and to ensure that every user is in

possession of instructional material (if any) supplied by the Supplier will not allow the Equipment to be misused.

## 5. Notice of termination of contract.

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days' notice in writing given by either party to the other (excepting cases where the Equipment has been lost or damaged). In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days' notice shall be chargeable in lieu. Notice shall be given to the suppliers Head Office. Notice given by the Hirer to the Supplier's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.

## 6. Basis of charging.

The Hirer will pay the hire charges and the other charges set out in the Contract in accordance with the terms of payment set out at the time stated. Hire charges will commence from the time or events stated in the Contract and will continue during the period of hire until as the case may be the Equipment is treated as off-hire pending collection by the Supplier or until the Equipment is returned to the Supplier in a clean and serviceable condition against the Supplier's receipt. Unless otherwise agreed all time is chargeable, including weekends and bank holidays. Charges for which no time is stated for payment are payable on demand. If any payment is not made on the due date the supplier will be entitled to charge interest on the amount or amount overdue at the base rate for the time being of Barclays Bank Plc plus four percent calculated on a daily basis. The payment of such interest is without prejudice to any other rights or remedies of the Supplier.

## 7. Consumables and other charges.

a. Fuel, oil and grease when supplied by the supplier shall be charged at net cost and when supplied by the Hirer shall be of a grade or type specified by the Supplier.

b. The cost of re-sharpening any Equipment shall be charged to the Hirer.

c. The Hirer will pay to the Supplier at net cost, all consumables and other materials used or supplied for the working of the equipment.

## 8. Delivery.

All times quoted or stated for delivery are approximate only. Hire charges do not include delivery. Any expenses incurred by the supplier in delivering or collecting Equipment or attempting the same, will be paid by the Hirer. Where delivery charges are quoted by the Supplier, such charges will include only the time required to load or unload at the address specified by the Hirer in the Contract. Further time or attendance, will be paid for by the Hirer.

## 9. Site delivery.

The Hirer is responsible for ensuring suitable ground conditions for the erection and or use and or dismantling of the Equipment. No responsibility can be accepted by the Supplier, for damage to any surface over which the Equipment has to be moved. The Hirer shall be responsible for any costs or expenses of recovering any Equipment from soft ground whether an operator is supplied with such Equipment or not.

## 10. When signature for receipt of equipment becomes effective.

Where, for administrative convenience, the Hirer or his agent is requested by the Supplier to sign for the receipt of the Equipment before the Equipment is handed over, the Hirer or his agent will examine the Equipment at the time of the physical handover and the effect of such signature shall not become effective until immediately after the physical handover.

## 11. Responsibility of the Hirer.

a. The Hirer will be responsible for the loading and unloading of the Equipment at the address specified by the Hirer, and likewise at the Supplier's premises when transported by the Hirer, or his agent and any person supplied by the supplier shall be deemed to be an employee of the Hirer or his agent at such times.

b. The Hirer's responsibility for the Equipment commences on the receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends only when the Hirer is in possession of the Suppliers unqualified receipt for all the Equipment. The Hirer will not sell or otherwise part with control of the Equipment.

c. The Hirer will at all times and in all respects indemnify the supplier against and from any and every expense, liability, financial loss , claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage to or loss of any property whatsoever (other than the Equipment itself which shall be governed by conditions 16 and 17) arising out of or in connection with or consequent upon the delivery, use, non-use, repossession, collection, failure to dismantle, return or non-return of the Equipment or any part thereof.

d. Nothing in this clause shall affect the statutory rights of the Hirer or purport to exclude any liability which may not be excluded under the Unfair Contract Terms Act 1977 or any other statutory modification thereof.

## 12. Electrical equipment.

Where the Equipment is electrical in part or in whole it should normally be used with plugs and/or sockets as fitted. If temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person, who must also reinstate it to its original condition. It will be the Hirer's responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed, unless it is of double insulated specification.

## 13. Maintenance of equipment, breakdown procedures and accident reporting.

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified to the Supplier in writing. Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. The Equipment must be returned to the supplier's premises for examination except where examination elsewhere has been mutually agreed upon. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person, the Hirer will notify the Supplier immediately.

## 14. Operator of equipment supplied.

a. When a driver or operator ("the Operator ") is supplied by the Supplier with the Equipment the Supplier shall supply a person competent in operating the Equipment and such a person shall be under the direction and control of the Hirer. The Operator shall, for all purposes in

connection with their employment in the working of the Equipment, be regarded as the servants or agents of the Hirer. The Hirer shall not allow any persons to operate such Equipment without the Supplier's previous consent in writing.

b. The liability of the Hirer shall be modified in clauses 11, 12, 17 and 18 where Equipment is supplied with an operator, insofar as any act or omission is committed by the Operator other than on the instruction of the Hirer.

## 15. Removal of equipment.

Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

## 16. Consequential losses.

The Supplier shall not be liable for any consequential loss to the Hirer including any expenses, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment or any part thereof or any breakdown or stoppage of the Equipment. Nothing in this clause shall affect the statutory rights of the Hirer or a liability or condition, which the Seller has agreed in writing to accept prior to the contract coming into being.

## 17. Insurance and responsibility for lost, stolen or damaged equipment.

The Hirer agrees to pay the Supplier the full replacement cost of any Equipment which is lost or stolen or damaged beyond economic repair and should insure the goods on this basis. If the contract so provides the Hirer shall insure the Equipment and produce evidence of such insurance to the Supplier before the goods are delivered. All monies received by the Hirer from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any Equipment shall, to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer and paid to the supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier.

## 18. Non-returned, lost, stolen, damaged or unclean equipment.

a. The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment to the Supplier.

b. The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Equipment returned damaged or unclean or is not dismantled. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.

c. Where Equipment is lost or stolen or damaged beyond economic repair the Hirer accepts liability to pay for all financial loss to the supplier until the liability referred to in condition 17 is discharged. The Hirer's liability under this condition shall be without prejudice to any other rights of the supplier.

## 19. Determination of hire.

If the Hirer makes default in punctual payment of all sums due to the Supplier for hire of Equipment or other charges or shall fail to observe and perform the terms and conditions of this contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the Supplier's rights in the Equipment maybe prejudiced or put into jeopardy, this Agreement shall forthwith be terminated and it shall thereupon be lawful for the Supplier to retake possession of the Equipment and for that purpose enter into or upon any premises where the same maybe and the determination of the hiring under this condition shall not affect the right of the Supplier to recover from the Hirer any monies due to the Supplier under the Contract or damages for breach thereof.

## 20. Rights of access.

The Hirer hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes any Equipment or any part thereof to be, and in so far as the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

## 21. Rights reserved.

Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any of the Supplier's rights hereunder.

## 22. Compliance with Government Regulations etc.

The Hirer shall comply with every statute and any notice or order from a Government Department or local public regulatory or other authority relating to the possession,

maintenance and use of the Equipment and to indemnify the Supplier in the event of any breach.

### 23. Separate term validity.

Should any term in this Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.

### 24. Invoice error or omissions.

All error or omissions in invoices must be raised within fourteen (14) days of invoice date or they will be deemed to be waived.

### 25. Payment.

Payment of invoices is required within 30 days following the date of invoice. We reserve the right to charge interest at 8% above the prevailing bank base rate (and proportionally for part months) on late payments.