

DAVIES IMPLEMENTS LTD - TERMS AND CONDITIONS OF HIRE

1) Definitions

- a) The "Hirer" is the Company, Firm, person, Corporation or Public Authority taking the Owners Plant on hire and includes their successor or personal representative.
- b) The "Plant" covers all classes of plant, machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.
- c) A "Day" shall be eight working hours (not including travelling time), Plant hire pickup and drop off times are between 8.30am - 5.00p.m. unless otherwise specified in the contract.
- d) A "Weekend" covers the period from start time on Saturday to Monday 8.30 a.m.
- e) A "Working Week" covers the period from starting time on Monday to finishing time on Friday unless otherwise specified in the Contract.
- f) A "Week" shall be seven consecutive days.
- g) A "month" shall be one calendar month
- h) A "4 week" shall be 28 consecutive days.
- i) Terms appearing in these conditions which also appear in any Statutory Instrument controlling rates of hire of Plant shall have the same meaning as in such instrument whether remaining in operation or not.
- j) A 'Deposit' required is equivalent to a day's hire.

2) Extent Of Contract

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

3) Availability Of Plant

The Plant is offered subject to being available to Davies Implements Ltd when the Hirer's acceptance of the Contract is received by Davies Implements Ltd.

4) Loading & Unloading

The Hirer shall be responsible for loading and unloading the Plant. Any driver or other employee of Davies Implements Ltd who may help in unloading or reloading shall be under the Hirer's control.

5) Payment & Deposit

- a) In order to reserve the machine for hire a deposit will be required at time of booking. If the hirer does not collect the machine for hire or give at least 24 hours notice to cancel the booking before commencement of the hire a charge of 50% of the deposit will be applied.
- b) Payment for the hire of the machine, less deposit paid, will be required when collecting the machine for hire.

6) Delivery In Good Order & Maintenance Inspection Reports

- a) The Hirer must check and be satisfied that the Plant is in good working order when it is collected or delivered. Any faults at this stage must be reported to Davies Implements Ltd.
- b) Any faults that occur whilst the machine is in the Hirer's possession may be charged to the Hirer if Davies Implements Ltd feels the Hirer is responsible.

7) Handling Of Plant

When a driver or operator is supplied by Davies Implements Ltd to work the Plant he/she shall be under the direction and control of the Hirer. Such drivers or operators 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 who alone shall be responsible for all claims in connection with the operation of the Plant by the said drivers or operators. The Hirer shall not allow any other person to operate such plant without Davies Implements Ltd's previous consent to be confirmed in writing.

8) Maintenance Of Plant

- a) The Hirer shall be responsible for its safekeeping, use in a professional manner within the manufacture's rated capacity and return on completion of the hire in equal order (fair wear and tear excepted).
- b) The Hire shall take all reasonable steps to keep him/herself acquainted with the state and condition of the Plant. If Plant be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.
- c) The Hirer shall regularly clean the Plant and return it in a clean condition. The Hirer shall be responsible for any expense involved in cleaning Plant incurred by Davies Implements Ltd.
- d) The Hirer shall at all reasonable times allow Davies Implements Ltd to have access to the Plant to inspect and service the same, however, the obligations of the hire under this contract shall in no way be diminished by provisions of this sub-clause and there shall be no liability on the part of Davies Implements Ltd under the terms of this contract to carry out such inspection and servicing.
- e) The Hirer is responsible for checking oil and water levels on a daily basis.

9) Breakdown

- a) Any breakdown or the unsatisfactory working of any part of the Plant must be notified immediately to Davies Implements Ltd. Any claim for breakdown time will only be considered from the time and date such breakdown is made known to Davies Implements Ltd.
- b) Full allowance will be made to the Hirer for any stoppage due to breakdown of Plant caused by the development of any inherent fault or fair wear and tear and for all stoppages for normal running repairs in accordance with this contract. The Hirer shall be responsible for all expenses involved arising from any breakdown, including punctures, tyre and track damage, and all loss or damage incurred by Davies Implements Ltd due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his/her servants, and for the payment of the hire charges during the period the Plant is necessarily idle due to such breakdown.
- c) Under no circumstances shall the Hirer repair or attempt to repair the Plant unless authorised in writing by Davies Implements Ltd. No allowances for Hire charges or for the cost of repairs will be made by Davies Implements Ltd to the Hirer unless such repairs have been authorised in writing by Davies Implements Ltd.

10) Other Stoppages

No claim will be admitted (other than those allowed for under Breakdown or for Idle Time, as herein provided) for stoppages through causes outside Davies Implements Ltd's

control, including bad weather or ground conditions, strikes, lock outs, war and civil commotion, or lack of adequately skilled or trained labour due to causes beyond Davies Implements Ltd's control. Davies Implements Ltd retains the right in such circumstances to cancel the contract in whole or part. Davies Implements Ltd shall not be responsible for the cost or expense of recovering any machine from soft ground.

11) Consequential Losses

Davies Implements Ltd accepts no liability nor responsibility for any consequential loss or damage to or arising from breakdown or stoppage of the Plant through any cause whatsoever, or through non-arrival arising from accident or breakdown during the loading or transport of the Plant or from any other cause beyond Davies Implements Ltd's control.

12) Non-return, Loss & Damage Of Plant

- a) When Plant is reported lost, stolen, or is not returned when requested by Davies Implements Ltd, or is returned damaged beyond economical repair, hire charges will continue until the Hirer pays to Davies Implements Ltd the replacement cost based on the manufactures current price list or such lesser sum as Davies Implements Ltd may require. On receipt of such payment Davies Implements Ltd will terminate the hire and transfer ownership of the Plant to the Hirer.
- b) The Hirer agrees to pay Davies Implements Ltd all costs incurred in repairing damaged Plant from whatever cause the same may arise during the continuance of the hire, fair wear and tear excepted. Davies Implements Ltd reserving the right to charge rent for the period the Plant is idle due to such damage.

13) Hirer's Responsibility: Third Party

The Hirer shall fully and completely indemnify Davies Implements Ltd in respect of all claims by any person whatsoever (including the Hirer, his/her servants or employees) for death or personal injury or damage to property caused by or in connection with or arising out of the use of the Plant and in respect of all costs and charges in connection therewith arising under statute or common law or otherwise. The Hirer should cover by insurance the indemnity given to Davies Implements Ltd in these clauses.

14) Use Of Plant

The Plant shall be used solely by the Hirer or his/her authorised representative and shall be only for purposes for which the said Plant was manufactured and intended and shall not be used elsewhere than at the address designated without the consent of Davies Implements Ltd.

15) Carriage

Hire rates do not include carriage and any expense incurred by Davies Implements Ltd in delivering or recovering Plant will be charged to the Hirer. Not less than twenty four hours notice must be given to Davies Implements Ltd if the Hirer wishes plant to be collected.

16) Fuel

Plant requiring fuel shall be returned with the same amount of fuel as it had on commencement of hire unless otherwise agreed with Davies Implements Ltd.

17) Chipper Blades

- a) Chippers are designed to cut clean wood only. Mud, stones, nails, wire etc. will damage the blades.
- b) Any damaged blades will be charged to the Hirer.

18) Chipper Blockages

If the machine blocks, unblock before attempting to re-start. Continuing to turn the engine over when blocked will cause battery or starter motor failure repair of which will be charged to the Hirer.

19) Consumable Stores

Consumable stores will be charged at net cost or at an agreed estimate thereof.

20) Regulations

The Hirer will be responsible for compliance with all regulations issued by the Government or Local Authority including regulations under the Factories Acts, and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any special additional insurances made necessary thereby, save that if and during such times as the Plant is travelling whether for full or part journey from Davies Implements Ltd to site and site to Davies Implements Ltd under its own power with driver supplied by Davies Implements Ltd, Davies Implements Ltd and not the Hirer shall be responsible as aforesaid.

21) Protection Of Owners Rights

- a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of, or otherwise deal with the Plant, except as specifically provided for in this contract and shall protect the same against distress, execution or seizure, and shall indemnify Davies Implements Ltd against all losses, damage, costs, charges and expenses that may be occasioned by any failure to observe and perform this condition.
- b) If the Hirer shall make default in punctual payment of all sums due to Davies Implements Ltd for the hire of Plant, 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/her or make or propose to make any arrangement with his creditors or being a Company shall go into liquidation or shall do or shall cause to be done or permit or suffer any act or thing whereby Davies Implements Ltd's rights in the Plant may be prejudiced or put into jeopardy this Agreement shall forthwith be terminated (without any notice or other act on the part of Davies Implements Ltd and notwithstanding that Davies Implements Ltd may have waived some previous default or matter of the same or a like nature) and it shall thereupon be lawful for Davies Implements Ltd to recover from the Hirer any monies due to Davies Implements Ltd under the contract or damages for breach thereof.

END OF TERMS AND CONDITIONS