

**PLANT HIRE FORM**

Subject to our General Terms and Conditions of Plant Hire

**Contract No:**

<b>The Company</b>	<b>Ashcourt Group Ltd Ashcourt Plant Ltd Ashcourt Contracts Ltd Ashcourt Aggregates Limited</b>
Hirer's Name/ Billing Details	
Address	
Post Code	

<b>Delivery Location</b>	
Address	
Post Code	
With Operator	Yes/ No

Hirers Order No.	
Contact Name	
Contact Number	

**Signed** .....

**Name.** .....

**Position** .....

Authorised to sign on behalf of .....( Hirer) hereby confirm that I have inspected the Plant listed on the Schedule and found it to be in good working order and fit for the purpose for which it is intended to be used by the Hirer.

### Schedule of Plant

**The Plant value is the full replacement value given for insurance purposes only and does not include VAT. It is the Hirer's responsibility to insure the Plant to this value if being supplied without an Operator. Your attention is drawn to clause 6 Insurance and 13 Limitation of Liability of our General Terms and Conditions of Plant Hire.**

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## THE ASHCOURT GROUP

### GENERAL TERMS & CONDITIONS OF PLANT HIRE

#### 1. INTRODUCTION

- 1.1 The Hirer shall hire the Plant from the Ashcourt Group Limited or any of the divisions which form part of the Ashcourt Group under these General Terms and Conditions of Plant Hire.

#### 2. DEFINITIONS:

<b>“the Company”</b>	<p>means the Ashcourt Group Limited, a company registered in England and Wales under company number 11588892 whose registered office is at Ashcourt Group, Halifax Way, Pocklington, YO42 1NR or any of the following companies which has agreed to provide the Goods and/or Services to the Customer:</p> <ul style="list-style-type: none"><li>• Ashcourt Aggregates Limited registered in England and Wales with company number 11277646;</li><li>• Ashcourt Concrete Limited registered in England and Wales with company number 09549130;</li><li>• Ashcourt (Durham &amp; Tees Valley) Limited registered in England and Wales with company number 01480171;</li><li>• Ashcourt (Lincolnshire) Limited registered in England and Wales with company number 01844065;</li><li>• Ashcourt (West Yorkshire) Limited registered in England and Wales with company number 05240459;</li><li>• Ashcourt Fuels Limited registered in England and Wales with company number 11086783; and</li><li>• Ashcourt Highways Limited registered in England and Wales with company number 11245769;</li><li>• BGH (Hull) Limited registered in England and Wales with company number 08937897;</li><li>• Jinky Services Limited registered in England and Wales with company number 09116715; and</li><li>• Stonegrave Aggregates Limited registered in England and Wales with company number 00995492.</li></ul>
<b>“Working Hours”</b>	<p>means the hours of 8am-5pm on Monday to Friday (excluding Bank Holidays) together a Working Week.</p>
<b>“Commencement Date”</b>	<p>means the date the Hirer takes Delivery of the Plant.</p>
<b>“Contract”</b>	<p>means the Contract between the Company and the Hirer (being the Parties) for the Hire of the Plant (with or without Operator) in accordance with these Hire Terms and the Hire Form, the Schedule of Plant and any Quotation.</p>
<b>“Delivery/Collection Charges”</b>	<p>are as set out in the Quotation.</p>

<b>“Delivery”</b>	means the transfer of physical possession of the Plant to the Hirer by collection from the Company, upon handover at the Delivery Location or when the Operator arrives at the Delivery Location with the Plant.
<b>“Delivery Location”</b>	means the location set out in the Hire Form.
<b>“Plant”</b>	includes any vehicle, machine, plant or equipment listed in the Hire Form or part thereof, including any attachments, accessories, fittings or replacements and all related accessories, manufacturer’s handbook and the manual provided for it.
<b>“Hire Charges”</b>	includes the charges for the Hire Period in accordance with clause 9 and all charges for repairs or maintenance and consumables pursuant to clause 10.1.
<b>“Hire Form”</b>	the form attached to these Hire terms both in physical and electronic format including the Schedule of Plant.
<b>“Hire Period”</b>	(subject to clause 9) the Minimum Term of Hire set out in the Hire Form starting on the Commencement Date plus any further period of hire until the Hire is terminated by either party pursuant to clause 11.
<b>“Hire Rate(s)”</b>	is the monetary rate for the Hire Period set out in the Hire Form and is subject to VAT at the prevailing rate.
<b>“Hire Terms”</b>	are these General Terms and Conditions of Plant Hire, the Hire Form and all its clauses and undertakings which apply to the Contract.
<b>“Hire”</b>	means the hire of the Plant in accordance with the Contract.
<b>“Hirer”</b>	is the company, firm or person taking the Plant on Hire and this expression includes their successors or representatives. The Company does not hire Plant to Consumers.
<b>“Maximum Hours Use”</b>	means a maximum of 40 clock hours per Working Week.
<b>“Operator Charges”</b>	are as set out in the Quotation or the Hire Form
<b>“Operator”</b>	means the Operator (if any) provided by the Company to the Hirer in order to operate the Plant, where applicable.
<b>Quotation</b>	means the Company’s Quotation.
<b>“Risk Period”</b>	see clause 6.2.
<b>“Vehicle”</b>	the Company’s vehicle delivering the Plant to the Delivery Location.

### **3. BASIS OF CONTRACT**

- 3.1 These Hire Terms apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 3.2 Any variation or purported variation of these Hire Terms will be of no effect unless set out expressly in the Hire Form or agreed in writing and signed by a director of the Company.
- 3.3 The Contract comprising the Hire Form and incorporating these Hire Terms constitutes the entire agreement between the Company and the Hirer. The Hirer acknowledges that it has

not relied on any statement, promise or representation made or given by the Company which is not set out on the Hire Form.

- 3.4 Any Quotation by the Company shall not constitute an offer. A Quotation is only valid for a period of 30 days from its date of issue

#### **4. HIRE**

- 4.1 The Company shall Hire the Plant to the Hirer for the Hire Period on the terms of the Contract or as otherwise specified in the Quotation:-

- (a) for a stated minimum number of hours per Working Day or per Working Week or,
- (b) without any qualification as to Minimum Hours

and thereafter until notice to terminate is given pursuant to clause 11.1.

#### **5. COMMENCEMENT OF HIRE**

- 5.1 Subject to the other provisions of the Contract, the Company, their representative or the Operator will deliver the Plant to the Hirer and collect it from the Hirer. The Company will use all reasonable endeavours to effect Delivery by the date and time set out in the Hire Form as the date the Hire Period is to commence but time of delivery shall not be of the essence and Delivery dates stated in the Hire Form shall be approximate only.
- 5.2 The Hire Period will start upon Delivery and continue until the Plant is received back at the Company's named depot or other agreed location. An allowance shall be made at not more than one day Hire charges for return travelling time unless the Plant is used on the day of travelling when full Hire Rates shall be paid for the period of use on that day.
- 5.3 Hire Charges and Operator Charges will commence on Delivery, unless stated otherwise on the Hire Form. Unless to be collected by the Hirer, the Hirer shall ensure the Company's access to the Delivery Location to enable Delivery.
- 5.4 The Hirer shall procure that a duly authorised representative (over 18 years of age) shall be present at Delivery. Acceptance of Delivery by such representative (by signing the Hire Form) shall constitute conclusive evidence that the Hirer has inspected the Plant and has found it to be in good working order and fit for the purpose for which it is intended to be used by the Hirer with or without an Operator (save as regards any latent defects not reasonably apparent on inspection) and implies acceptance of these Hire Terms (unless otherwise previously agreed in writing).
- 5.5 The Hirer shall be responsible for the unloading and loading of the Plant at the Delivery Location from the Vehicle unless the Plant has been driven to the Delivery Location by the Operator.
- 5.6 The Hirer shall ensure that at the time of delivery and collection of the Plant by the Company, that a safe and proper route from a metalled highway is available on firm ground for the Vehicle and that there is the space necessary to give the Vehicle delivering the Plant sufficient access to effect delivery collection and removal including manoeuvring space for the Vehicle. In the event that it proves impractical to deliver or collect Plant to the Delivery Location because of inadequate access or unsuitable ground conditions, the Hirer shall be liable to pay the Company additional charges for the abortive delivery or collection costs incurred.
- 5.7 Subject to the compliance of the Hirer with the Contract and the Operator's instructions, the Company will allow the Hirer to have quiet enjoyment of the Plant during the Hire Period.

#### **6. OWNERSHIP, RISK AND INSURANCE**

- 6.1 The Plant shall at all times remain the property of the Company and the Hirer shall have no right, title or interest in or to the Plant (save the right to possession and use of the Plant subject to these Hire Terms).

- 6.2 The full responsibility for risk of loss, theft, damage or destruction of the Plant Hired without an Operator shall pass to the Hirer on Delivery. The Plant shall remain at the sole risk of the Hirer during the Hire Period and any such further term during which the Plant is in the possession, custody or control of the Hirer (including for example while the Plant is at the Delivery Location prior to the commencement of the Hire Period and after the end Hire Period unless awaiting collection) ("**Risk Period**") until such time as the Plant is collected by or redelivered to the Company.
- 6.3 The Hirer must take out insurance to cover the risk of loss, damage or destruction to the Plant to the Plant Value set out in the Schedule of Plant when the Hire of the Plant is without an Operator and the Hirer must on request supply full details of the insurance cover obtained to the Company.
- 6.4 The Hirer shall give immediate written notice to the Company in the event of any loss, accident or damage to any item of the Plant arising out of or in connection with the Hirer's possession or use of the Plant however caused. An immediate verbal notification must be confirmed in writing.
- 6.5 Where the Hirer is responsible for loss, damage or destruction of the Plant, and has submitted a claim to their own insurers, he will supply a copy of his claim to the Company. The Hirer will keep the Company updated on a weekly basis as to the progress of such claim and supply copies of all correspondence to and from the Insurers.
- 6.6 The Company will fully insure the Plant when supplied to the Hirer with an Operator.

## **7. COMPANY OBLIGATIONS**

- 7.1 The Company
- (a) shall ensure at the commencement of the Hire Period that each item of the Plant is of sound construction and in good working order, properly maintained, inspected and compliant with any current and relevant standards or regulations;
  - (b) shall ensure that when a driver or Operator is supplied by the Company with the Plant that the Operator has received the necessary training, qualifications and is competent to operate the Plant. The Operator shall however be under the direction and control of the Hirer from the date of delivery of the Plant to the Delivery Location. The Operator will endeavour to complete the job that the Hirer has instructed him to undertake as efficiently as possible, whilst ensuring the Plant is operated competently and safely;
  - (c) will at its own expense service and maintain the Plant, carry out any mechanical repairs to the Plant which in the Company's opinion have become necessary as a result of fair wear and tear and replace any wearing parts as quickly as is reasonably possible and to suit the convenience of the Hirer (so far as is reasonably possible during Working hours). The Company does not operate a 24/7 service and any maintenance servicing or repairs will be carried out during Working Hours at the Company's workshop premises unless otherwise agreed.
  - (d) where an Operator is supplied, shall ensure that the Operator carries out daily service checks to the Plant set out and take such other steps (including compliance with all safety and usage instructions) as may be necessary to ensure, so far as is reasonably practicable, that the Plant is at all times safe and without risk to health when it is being used (cleaned) or maintained by a person at work; and
  - (e) will provide where any defect is the fault of the Company and the breakdown is for 72 hours or more substitute Plant without additional charge to the Hirer.
- 7.2 The Hirer shall indemnify the Company to the extent not fully covered by insurance (including where the Hirer fails to effect insurance in accordance with these Hire Terms) for loss, damage

or destruction caused to the Plant during the Risk Period whether by the Hirer or Third parties which is the Hirers responsibility under these Hire Terms and loss of income from that Plant during any period during which the Plant is unavailable for hire. Accordingly, the Hire Period shall be deemed to be extended until the Plant is fully repaired, reinstated or the Company receives the full replacement value of the Plant as stated in the Schedule of Plant.

- 7.3 If the Plant is damaged by the Hirer during the Hire Period and capable of repair, then the Company shall be entitled to collect and remove the Plant for the repair. The repair will be at the cost of the Hirer and the Hire Charges shall continue whilst the repair is being carried out. Any substitute Plant provided by the Company whilst the original Plant is being repaired will be at an extra Hire Charge to the Hirer. At the discretion of the Company and provided that the damage requiring repair is not at risk of causing Health and Safety issues, the Company may elect to carry out the repairs at the end of the original Hire Period. In the alternative to repair the Company may level a damage charge. The Hirer will also be responsible for the Collection and Delivery charges.
- 7.4 The Hirer will not liable to the Company for any damage caused to the Plant arising from defects in the Plant which occurred whilst being operated by the Operator, unless such damage is caused as a result of the Hirer's negligence or failure to comply with any of its obligations under these Hire Terms.

## **8. HIRERS OBLIGATIONS**

- 8.1 The Plant shall remain the property of the Company but at all times after Delivery shall be under the direction and control and at the risk of the Hirer only.
- 8.2 The Operator shall be under the direction and control of the Hirer during the Hire of the Plant and the Hirer shall be solely responsible for all and any claims arising in connection with the operation of the plant by the Operator unless it shall be caused by the Operator not having been trained by the Company in the use and operation of the Plant on hire to the Customer.
- 8.3 Where an Operator is provided by the Company, the Hirer may not allow any other person to operate or drive the Plant for which the Operator has been supplied and the Operator may not operate any other plant or machinery or carry out any other work or duties other than that for which they have been supplied or the Hirer unless previously agreed in writing with the Company.
- 8.4 The Hirer undertakes during the Risk Period:
- (a) to keep the Plant secure at all times and when not in use by the Operator or when the Delivery Location Site or the location of use is closed to ensure that the Plant is kept locked in a secure compound and shall not suffer the Plant to be confiscated seized or taken out of its control under any distress execution or other legal process and shall indemnify the Company on removal by any third party for any loss or expense arising out of the same.
  - (b) that where an Operator is required to operate the Plant, the Hirer will not operate the Plant themselves. The Hirer will ensure the Operator is able to safely operate the Plant and the Hirer must follow any instructions given by the Operator in order to ensure the safe operation of the Plant. Whilst the Company will be responsible for the safe operation of the Plant, the Hirer must ensure the Delivery Location itself is safe and secure, with all necessary safety precautions having been taken prior to Delivery.
  - (c) to give the Operator full and clear instructions as to how a job is to be completed and must provide further explanation when requested by the Operator. The Operator's responsibility is limited to the safe operation of the Plant.
  - (d) provide at its own expense all necessary fuel, oil, grease and other relevant materials to carry out the required daily service checks as recommended by the Operator or any of the Plant manuals. The Hirer will ensure that regular cleaning takes place and that

the correct adjustments, checks and fluid levels are maintained as per the Operator's instructions, including the maintenance of correct tyre pressures and tightening of wheel nuts.

- (e) where an Operator is not supplied by the Company to ensure that the Hirer carries out daily service checks to the Plant and takes such other steps (including compliance with all safety and usage instructions) as may be necessary to ensure, so far as is reasonably practicable, that the Plant is at all times safe and without risk to health when it is being used (cleaned) or maintained by a person at work; and
- (f) to be responsible for the reimbursement of the cost to the Company of replacing or repairing all tyre punctures or damaged tyres occurring during the Hire Period with tyres of an equivalent standard and specification.
- (g) to notify the Company promptly if the Plant breaks down or fails to work properly, or if any repairs or replacements are necessary.
- (h) to make no alteration to any item of the Plant and not to remove any existing component(s) (including tyres) from the Plant without the prior written consent of the Company or the Operator, unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to any of the Plant by the Hirer shall vest in the Company immediately upon installation;
- (i) to keep the Company and the Operator fully informed of all material matters relating to the Plant;
- (j) at all times keep all items of the Plant in the possession or control of the Hirer and keep the Company and the Operator informed of its location;
- (k) to permit the Company or its duly authorised representative to inspect repair or replace the Plant at all reasonable times and for such purpose to enter upon the Delivery Location or any premises at which the Plant may be located, and shall grant reasonable access and facilities for such inspection;
- (l) to sign the Operator's time sheet on a daily basis confirming that the Operator's chargeable hours are a true and accurate record. Any signature will be deemed to be an acceptance of the Operator's chargeable and recorded hours.
- (m) save as declared in writing prior to Hire not, without the prior written consent of the Company, part with control of (including for the purpose of repair or maintenance), re-hire, sell or offer for sale, sub-let or lend the Plant or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (n) not to remove, obscure, deface or obliterate any safety guards, safety decals or identification markings on the Plant and to notify the Company under such circumstances and replace immediately at their own expense.
- (o) not to use the Plant or instruct the Operator to use the Plant for an unlawful purpose;
- (p) not to use the Plant or instruct the Operator to use the Plant for more than the Maximum Hours Use.
- (q) to clean and where necessary decontaminate the Plant upon completion of the Hire Period prior to collection or return by the Operator to the Company

8.5 Where specific consent for road use is given or agreed and relates to an item(s) of Plant not previously used for that purpose, the Hirer will bear the costs of registration, road fund licence and the affixing of number plates.



8.6 The Hirer accepts:

- (a) full liability (including fines and other penalties) in respect of any offences which may be committed in connection with the Plant during the Hire Period including but not limited to:-
  - i. any road traffic offence;
  - ii. breach of any parking restrictions;
  - iii. breach of any loading conditions.
- (b) Full liability for and agrees to indemnify the Company against any claims which may be made against the Company pursuant to condition 8.4(a) and the Hirer hereby irrevocably authorises the Company to notify such authorities and enforcement bodies of the Hirer's details to effect a transfer of liability and to charge the Hirer an administration fee of £50 for administering such claims and/or fines.

8.7 The Hirer acknowledges that the Plant being hired may cause damage to the ground (such as cracked surfaces) or damage to drains, manholes or sewers. The Operator will endeavour to limit such damage, however the Hirer accepts full liability for any such damage or claim made against the Company pursuant to this condition 8.7. The Hirer shall be responsible for rectifying any such damage caused to the Hirer's property or property belonging to another.

8.8 Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Company should the Hirer fail to comply with this clause.

8.9 At the end of the Hire the Plant will be inspected by the Company for any damage to it, and the Hirer will be fully responsible for all damage to the Plant (fair wear and tear excepted) in accordance with clause 7.2 and 7.3.

**9. HIRE CHARGES**

9.1 Unless otherwise stated on the Hire Form, or where the parties have agreed payment by Monthly Direct Debit the Company will render invoice(s) at the end of each month of the Hire Period, for payment within 30 days of invoice. Delivery/Collection Charges are not included in the Hire Rates and will be charged in the first months hire invoice, or following return of the Plant after inspection by the Company and payment due accordingly.

9.2 When any Operator is supplied by the Company, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets.

9.3 When the Hirer has entered into a Contract for Hire for a Minimum Hire Period in excess of 3 months duration, the Hirer may be requested by the Company to arrange a Monthly Standing Order to cover the payment of the Hire Charges including any Operator Charges. Any other charges to be rendered on a monthly basis as per clause 9.1

9.4 **Idle Time** - When the Plant is prevented from working for a complete Working Week, the Hire Charges shall be two thirds of the Hire rate or such other idle time rate as is agreed in writing by the Company for the period during which the Plant is not in use. If the Plant works for any time during the Working Day then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 4.1. Where an "All-In" rate is charged, idle time is calculated on the Plant element only. Full rate will be charged for the Operator.

9.5 **Wages And Other Chargeable Items Relating To Operators** - All chargeable items shall be paid by the Hirer at the rates set out in the Quotation or Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage

agreements and / or from increases in the Company's statutory contribution shall be charged as additions at cost by the Company and shall be admitted and paid by the Hirer.

- 9.6 **Travelling Time And Fares** - Travelling time, fares and similar expenses for Operators incurred at the beginning and end of the Hire Period and where appropriate return fare of the Operator to his home will be chargeable at cost. No charge shall be made by the Company for any such expenses incurred by other employees of the Company for the purpose of servicing, repair or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the Plant.
- 9.7 **Plant Hired On A Daily Basis Without Qualification As To Hours** - The full daily rate set out in the Quotation will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Company is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No Hire Charge shall be made for Saturday and / or Sunday unless the Plant is actually worked.
- 9.8 **Plant Hired By The Week Or Month Without Qualification As To Hours** - The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Company is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.
- 9.9 **Plant Hired By The Week Or The Hour For A Minimum Of 39 Hours Per Week** - The full Hire Charge for the Minimum Hire Period in the Quotation or Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such Minimum Period. Allowance will be made for breakdowns up to 8 hours except on Fridays when the allowance will be up to 7 hours providing always that where the actual hours worked are in excess of the Minimum Hire Period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. The minimum Working Week of 39 hours shall be reduced by 8 hours Monday to Thursday and 7 hours Friday for each Bank Holiday occurring in such Working Week, provided that the Plant is not in use during such Bank Holidays
- 9.10 **"All-In" Rates** - Where "All-In" rates are set out in the Quotation or Contract the Minimum Hire Period shall be as defined in the Contract and in accordance with the Hire Rates and terms contained therein, subject to the provisions of clause 9.5.
- 9.11 Odd days at the beginning and at the end of the Hire Period shall be charged pro rata. Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.
- 9.12 In the case of Plant which is required to be dismantled for the purpose of transportation, if the Company agrees to a modification of the Hire Charges for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the Hire Charge and the Hire Period for which it shall apply shall be stated in the Quotation/Contract
- 9.13 Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of Operator supplied by the Company except where breakdown is due to acts or omissions of third parties and / or the Hirer's misuse, misdirection or negligence, Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.
- 9.14 Immediately upon the Hire being terminated by the Company in accordance with clause 11, the Hirer will pay to the Company all monies due to the Company including:
- (a) the Hire Charges for the Minimum Hire Period (even if that has not expired prior to such termination) plus any additional period of Hire which is outstanding;

- (b) Operator Charges;
- (c) damage charges pursuant to clause 7.2 and 7.3;
- (d) Collection/ Delivery Charges and such other costs as are incurred by the Company for the seizure or removal of the Plant; and
- (e) all other costs and charges for which the Hirer is responsible under these Hire Terms.

## **10. PAYMENT**

- 10.1 The Hirer will also pay promptly and in any event within 14-days all charges incurred for damage, repairs and replacements, maintenance, fuel, oil, grease and other consumables for which they are responsible under these Hire Terms.
- 10.2 All charges stated in the Contract (including but not limited to) the Hire Charges Delivery/Collection Charges are stated exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.
- 10.3 All amounts due to the Company by the Hirer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.4 If the Hirer fails to make any payment due to the Company under this Contract by the due date for payment, then, without limiting the Company's right to terminate pursuant to clause 10, the Company is entitled to charge the Hirer:-
  - (a) interest on the overdue amount at the base rate of the Bank of England plus 8% per annum. Such interest shall accrue on a daily basis from the due date until the date the overdue amount is credited in cleared funds to the Company's bank account and shall accrue at such rate after as well as before any judgment
  - (b) an administration fee of £50; and

any further costs incurred by the Company in the collection of the overdue balance all of which shall be paid together with the overdue amounts.

## **11. TERMINATION OF HIRE**

- 11.1 After the Minimum Hire Period as set out in the Hire Form the Plant Hire may be terminated by either party giving the other 1 working days' notice. If the Hirer cancels the booking of any of the Plant or returns any of the Plant to the Company within the Minimum Hire Period or gives notice to terminate within the Minimum Hire Period the charges for the Minimum Hire period shall still be payable by the Hirer.
- 11.2 The Company shall be entitled to terminate the Hire immediately, without prejudice to the other provisions of these Hire Terms, should the Hirer:
  - (a) fail to pay any Hire Charges or other charges for which the Hirer is responsible under these Hire Terms for more than 30 days from invoice
  - (b) fail to observe and perform any of the other terms and conditions of the Contract
  - (c) permit, cause or suffer anything to be done which prejudices or puts into jeopardy any item of the Plant or the Company's rights in the Plant
  - (d) take any steps or action in connection with its entering into administration or any composition with creditors (other than in relation to a solvent restructuring) being wound up or ceasing to carry on business
  - (e) in the Company's reasonable opinion be unable to fulfil its financial obligations under the Contract.

## **12. CONSEQUENCES OF TERMINATION.**

- 12.1 If the Company terminates the Hire in accordance with clause 11.2 the Company shall be entitled without notice and at the Hirer's expense to seize or remove the Plant from the possession of the Hirer, for which purpose it will be lawful for the Company to enter upon the Delivery Location or any other premises where the Plant may be located for these purposes, and the Hirer consents to such entry and shall secure permission for such entry to any third party premises where any of the Plant is located.
- 12.2 The Hirer shall (without prejudice to the Company's other rights and remedies) forthwith pay on demand all Charges as set out in clause 9.14 together with accrued interest, as per clause 10.4.
- 12.3 Termination or expiry of the Contract with the Hirer shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

### **13. LIMITATION OF LIABILITY**

- 13.1 The Company shall not be liable to the Hirer for any loss, damage, destruction of property, personal injury or death of the Hirer or its employees or contractors or any other person in any way caused or relating to the Plant or its use, except where such events directly result from the negligence of the Company, the Operator or its employees. The Company shall not be liable to the Hirer for any loss or damage caused by delays in Delivery or non-delivery of the Plant, or by delays in repairing or replacing the Plant if such delay results from events circumstances or causes beyond the reasonable control of the Company (Including but without limit, industrial disputes, fire, flood, government acts, public holidays, non-availability of parts).
- 13.2 The Hirer acknowledges that the Company shall not be liable for any losses, actual or anticipated to be suffered by the Hirer arising or resulting from :
- (a) Loss of profits
  - (b) Loss of contracts
  - (c) Losses resulting from penalty clauses imposed on the Hirer under any agreement entered into by the Hirer and any third party
  - (d) Any loss of business or income during any period during which the Plant is unavailable for use during the Hire Period whether due to breakages or damage
- 13.3 The Company's liability shall be limited to crediting or refunding to the Hirer the Hire Charges during the Minimum Term of Hire for any of the Plant which is unusable due to the default of the Company but subject to clause 13.4 the Company's total liability to the Hirer under this Contract shall not in any event exceed an amount equal to the aggregate of the Hire Charges paid or otherwise payable under this Contract.
- 13.4 Nothing in this Contract limits any liability which cannot be legally limited including but not limited to liability for death or personal injury caused by negligence.

### **14. THIRD PARTY RIGHTS**

- 14.1 The Hirer may not assign, sub contract or transfer any of its rights and obligations under this Agreement.
- 14.2 No one other than a party to this agreement shall have any right to enforce any of its terms.

### **15. NOTICES**

- 15.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the hire coordinator at [info@ashcourt.com](mailto:info@ashcourt.com)

15.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall **not** include e-mail.

## **16. RIGHTS AND REMEDIES**

16.1 Except as expressly provided in these Hire Terms, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## **17. SEVERANCE**

17.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.2 If one party gives notice to the other of the possibility that any provision or part-provision of the Contract or these Hire Terms is invalid, illegal or unenforceable, the Company and the Hirer shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **18. WAIVER**

18.1 No failure or delay by a party to exercise any right or remedy provided under these Hire Terms conditions or by law shall constitute a waiver of that or any other right or remedy.

## **19. GOVERNING LAW**

20. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **21. JURISDICTION**

22. Each of the Hirer and the Company irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contractor its subject matter or formation (including non-contractual disputes or claims).

Signed: \_\_\_\_\_

(for and on behalf of the Company)

Signed: \_\_\_\_\_

(for and on behalf of Hirer)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Hirer to sign and retain one copy and return second copy to the Company.**