

PLANT HIRE TERMS AND CONDITIONS (B2B)

BACKGROUND

These Terms and Conditions shall

- A. to the hire of all plant ("the <<insert trading name if different from the Company name>>," a <<insert business type, e.g. Sole Trader, Partners, Limited Company etc.>> [registered in England under number <<insert registered address>>] ("the Company")
- B. where the Customer is hiring as a "Consumer", as each and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

"Business"
"Consumer"
"Customer"
"Customer Location"
"Deposit"
"Equipment"
"Force Majeure"

<<insert business name>> [, trading as <<insert trading name>>], a <<insert business type, e.g. Sole Trader, Partners, Limited Company etc.>> [registered in England under number <<insert registered address>>] [,whose registered address is <<insert main trading address is <<insert

for the purposes of a Business and not as a "Consumer", as each and Conditions.

In the context otherwise requires, the following expressions shall have the meanings:

"Business"	trade, craft, or profession carried out by any other person/organisation;
"Consumer"	is defined by the Consumer Rights Act 2015 as an individual customer who hires plant for their personal use and for purposes other than the purposes of any Business;
"Customer"	not being a Consumer, who is subject to these Terms and Conditions, meaning is extended by sub-Clauses 1.1 to 1.6 for the purposes of a Business;
"Customer Location"	agreed at the start of the Hire Term and for the subsequent collection of any plant from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
"Deposit"	the sum payable by the Customer under Clause 4 of these Terms and Conditions in addition to the Hire fee, namely the deposit, the amount of the deposit shall be as set out in the Hire Agreement;
"Equipment"	plant hired on hire by the Company to the Customer under these Terms and Conditions;
"Force Majeure"	any event which is beyond the reasonable control of the Customer including, but not limited to: strikes; service provider failure; strikes, industrial action suffered by the Party hiring the plant; civil unrest; fire; explosion; floods; subsidence; acts of terrorism; acts of war; governmental action; or other natural disaster or any other similar circumstances beyond its control.

“Hire”	means subject	ment by the Customer conditions;
“Hire Agreement”	means details of the of the Condit >> en incorpor govern	ting comprising <<insert of Agreement [in the form chedule to these Terms and provides to the Customer] omer and the Company d Conditions which shall nt;
“Hire Fees”	means for the Terms	payable by the Customer nder Clause 5 of these
“Hire Term”	means be hire	which the Equipment is to greement;
“Personnel Fees”	means for any	payable by the Customer
“Premises”	means Custom will ret and Co	mises from which the Equipment and to which it Clause 6 of these Terms
“Price List”	means start of	, current at the time of the

- 1.2 Unless the context otherwise indicates, the following definitions shall apply to these Terms and Conditions to:
- 1.2.1 “writing”, and any other form of communication, includes electronic communications (including email or text message) or other means;
 - 1.2.2 a statute or a provision of law, includes any statute or provision as amended or supplemented from time to time;
 - 1.2.3 “these Terms and Conditions” means these Terms and Conditions and each of them as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule or schedules attached to these Terms and Conditions;
 - 1.2.5 a Clause or paragraph means a clause or paragraph of these Terms and Conditions (other than a clause or paragraph of the relevant Schedule); and
 - 1.2.6 a “Party” or the “Parties” means the Customer and the Company;
 - 1.2.7 as the context permits, an individual acting on behalf of the Customer, whether or not nominated by that individual or the Customer, shall be deemed to be acting on behalf of the Customer.
- 1.3 An individual signing the Hire Agreement hereby represents and warrants to the Customer that he or she has the authority of that Customer to do so, and that the individual is not acting on behalf of that representation and authority, the signatory shall

- instead be deemed to have signed the Hire Agreement and be personally liable as if s/he had signed the Hire Agreement.
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.
- 1.5 Each reference to the singular shall include the plural and vice versa where appropriate.
- 1.6 References to any gender shall include the other gender.
2. **Information About The Customer**
- 2.1 [VAT number <<insert VAT number>>.]
- 2.2 [The Company is registered with the <<name(s) of regulator(s)>>.]
- 2.3 [The Company is a member of the <<name(s) of association(s) etc.>>.]
- 2.4 [<<Insert further information>>.]
3. **Hire Term**
- 3.1 The Equipment will be hired under the following Hire Term .
- 3.2 If the Customer wishes to extend the Hire Term prior to the end of the Hire Term they may do so at any time by contacting the Company. The extension must contact the Company to arrange such an extension. The extension will be effective if agreed in writing and set out in writing. The extension will be made for up to <<e.g. 30 days>> subject always to the availability of the Equipment. The Company shall make reasonable endeavours to satisfy requests for extensions to the availability of the Equipment existing Hire Term.
- 3.3 The Company reserves the right to terminate the Hire Term immediately at any time. In the event the Customer exercises this right the Customer will be reimbursed for any Hire Term remaining or will be issued with replacement Equipment of the same type or of the closest equivalent. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter into any agreement or take any means necessary to recover the Equipment. The Customer shall be liable for any costs associated with such recovery.
4. **Deposit**
- 4.1 The Customer shall pay the Deposit to the Company on or before the date of the Hire Term, and prior to delivery of the Equipment. The Company shall not release the Equipment to the Customer until the Deposit has been received.
- 4.2 The Deposit will be refunded to the Customer by the Company in full or part if any of the Equipment is not returned to the Company, lost, stolen or damaged in any way.
- 4.3 At the end of the Hire Term the Customer shall fully inspect the Equipment upon its return by the Company. If the Equipment requires repair or replacement by the Company the Customer will receive the Deposit back in full or in part as appropriate. If repairs and / or maintenance is required the Company shall provide the Customer with a written statement to the Customer in writing,

- including conditions and pricing information.
5. **Fees and Payment**
- 5.1 The Hire Price shall be determined by reference to the length of the Hire Term, the type of Equipment, the Price List and any additional items which may be required for the Hire, as set out in the Hire Agreement.
- 5.2 Payment shall be made in part or in full, as set out in the Hire Agreement, at the commencement of the Hire Term. Payment may be made by credit card [or cheque (subject to the presentation of a valid cheque card)]. All cheques must be made payable to the Company.
- 5.3 All payments shall be made in part will take the form of regular <<insert interval e.g. weekly>> and the Company will invoice the Customer on a <<insert interval e.g. weekly>> basis. All payments shall be required within <<insert interval e.g. 14 days>> of the relevant invoice.
- 5.4 Hired Personnel in accordance with Clause 7 shall attract Personnel Fees on an hourly basis at the rate(s) set out in the Price List.
- 5.5 Where a Hire and/or Hired Personnel, the VAT inclusive Hire Price and/or Personnel Fees will be shown in any quote or invoice, together with the VAT exclusive amount and the VAT charged on each separately from each other in bills, invoices, quotes and terms.
6. **Collection, Delivery and Return**
- 6.1 The Customer shall collect [certain items of] [the] Equipment from the Premises at the start of the Hire Term. The Customer may only collect the Equipment if all the requirements set out in Clause 10 have been made and the requirements set out in Clause 10 have been completed.
- 6.2 The Customer shall use all reasonable endeavours to ensure that the Equipment is returned to the Company at the start of the Hire Term but shall not be liable for any damage to the Equipment.
- 6.3 Certain Equipment may require delivery by the Company, with or without Hired Personnel as appropriate. Such delivery shall be made at the Customer Location at an agreed time. [The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any damage to the Equipment so].
- 6.4 The Customer shall be responsible for the delivery of the Equipment to the Customer Location at the time of delivery in accordance with the order. In the event that the Customer fails to comply with the requirements set out in Clause 6.4 it shall be deemed to have accepted responsibility therefore and shall not have the right to return the facts of the delivery.
- 6.5 In the event that the Customer is unable to provide the Equipment at the start of the Hire Term, the Company shall deliver the Equipment to the Customer at the expense of the Company [or]] [the Company shall deliver the Equipment when the Equipment is available for collection] [as agreed in the Hire Agreement]. Fees payable by the Customer shall be adjusted in accordance with the availability of the Equipment.
- 6.6 On the last day of the Hire Term the Customer shall either

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Premises at or before the time shown in the Hire Agreement that the Equipment is ready for collection at the time shown in the Hire Agreement [as appropriate].

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returning the Equipment by more than <<e.g. 1 hour>> shall charge the Customer for an additional day's hire at the rate of the Hire of the Equipment. The Hire Term will be extended by the number of days this sub-Clause 6.7 shall continue to apply daily until the Equipment is returned.

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Hired Personnel

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may require specialist training for use and / or the Company shall supply appropriately trained employees to operate the Equipment is hired unless the Customer either provides appropriate training or currently employs the services of suitably qualified personnel for the purpose.

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in the complete discretion with regard to permitting the use of the Equipment without the relevant Hired Personnel and all requisite training and qualifications prior to the use of the Equipment.

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charged in accordance with sub-Clause 5.4 for all hours worked. Each individual member of the Hired Personnel shall submit a timesheet [on a <<insert interval e.g. daily>> basis] OR [at the discretion of the Company] detailing the total number of hours worked. The timesheet shall be submitted as verification of those hours. Any disputes shall be referred to the Company.

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Use and Care of Equipment

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attach or connect other items to the Equipment where this would exceed the design limitations of the Equipment and is not recommended by the manufacturer.

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shall treat the Equipment with a reasonable level of care and the Equipment shall be kept clean, subject always to reasonable levels of wear and tear.

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use accessories or consumables of whatever nature unless specifically recommended by the manufacturer of that particular piece of Equipment or by the Company as authorised by the Company.

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use any fuel or oil must only be used with the types specified in the manufacturer's instructions for that particular piece of Equipment or such as recommended by the Company.

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- 8.9 All equipment shall only be used with the voltage specific to that piece of equipment.
- 8.10 All Equipment shall be stored in a safe and secure location and shall, where appropriate, be secured at all times when not in use.
- 8.11 The Customer shall return the Equipment immediately after any breakdown, loss or theft of the Equipment.

9. Maintenance

- 9.1 The Customer shall maintain the Equipment to the standards specified by the manufacturer using only official parts (that is, those produced or authorised by the manufacturer of that particular piece of Equipment) shall be used for all maintenance and repair work. All Equipment will be fully maintained (including any necessary) maintained prior to each Hire.
- 9.2 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in writing, the Customer shall have the option of replacing the Equipment, repairing the Equipment, or recalling the Equipment to its Premises or returning the Equipment to the Customer Location (such as the Customer's premises), or granting the Customer permission to make repairs. The cost of such replacement or repairs shall be borne by the Customer, the responsibility being determined by the nature of the damage or repairs.
- 9.3 If part of the Equipment is damaged during the Hire Term the Company shall have the option of replacing the Equipment with a substitute (that is, Equipment capable of performing the same function as the damaged Equipment it replaces).
- 9.4 Any replacement provided under sub-Clause 9.3 shall be replaced with a new or reconditioned Company provided that such replacement is not due to abnormal wear and tear. Additional wear or damage to the Equipment or the Customer being charged for the cost of replacement or the cost of providing substitute Equipment.

10. Insurance

- 10.1 The Customer shall arrange for fully comprehensive insurance cover for the Equipment for the Hire Term. Such insurance must cover third party liability.
- 10.2 The Customer shall provide proof of such insurance prior to releasing the Equipment to the Customer.
- 10.3 If any insurance claim may be made either by the Customer or the Company, the Customer shall immediately inform the Company and consent shall be made using the most appropriate method (usually telephone contact) and subsequently verified by the Company.

11. Theft of Equipment

- If any of the Equipment is lost, stolen or damaged, the Customer must firstly inform the police of the incident, provide a crime reference number, and then inform the Company, providing the crime reference number.

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12. **Liability and**

12.1 The Company shall be liable to the Customer for any failure or delay in performance of its obligations where such failure or delay results from Force Majeure.

12.2 The Company shall be liable in contract or tort (including negligence) by reason of its breach of any of any term of these Terms and Conditions or other terms of the Hire Agreement, or any breach by the Company of any of any term of the Hire Agreement, or any negligent or innocent misrepresentation or other duty at common law, for any:

12.2.1 death or personal injury; or

12.2.2 consequential loss, damage, costs, expenses or

12.2.3 loss of business; or

12.2.4 loss of opportunity; or

12.2.5 loss of profits; or

12.2.6 loss of data; or

12.2.7 consequential loss, damage, costs, expenses or

arising from the negligence or omission by the Company or any of its agents or employees or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions.

12.3 The Company shall be liable for any personal injury or damage to property which results from the use of the Equipment by the Customer or the Customer's improper use of the Equipment.

12.4 Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including its employees, agents or sub-contractors) or for fraud or

12.5 [With effect from the date of the above provisions of this Clause 12, the Company's liability under these Terms and Conditions shall be limited to the value of the Hire Agreement, and for this purpose "value" shall mean the Hire Fees payable by the Customer.]

13. **Data Protection**

The Company shall protect the personal information as set out in its <<insert name of document>>] available from <<insert location>>.

14. **Termination**

14.1 Where the Company terminates the Hire Agreement with an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

14.1.1 the individual breaches any of these Terms and Conditions;

14.1.2 the individual fails to return their personal belongings confiscated in order to

14.1.3 the individual receives an order made against them.

14.2 Where the Company terminates the Hire Agreement with a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 14.2. Each of these Terms and Conditions;
- 14.2. to bankruptcy or liquidation either voluntary or for the purposes of bona fide corporate reorganization) or if a receiver is appointed in respect of its assets.
- 14.3 In the event of any of the above reasons:
- 14.3. under the Hire Agreement shall become due and payable and
- 14.3. have the immediate right to request the immediate return or the repossession of the Equipment and may incur for any reasonable costs involved in such
15. **Communications**
- The Customer may contact the Company in person at [any of] the Company's branch[es], <<insert number>>, by email at <<insert email address>>, or <<insert company name>>, <<insert address>>.
16. **Complaints**
- 16.1 The Company receives feedback from its customers and, whilst it makes reasonable endeavours to ensure that its service is a positive one, it nevertheless welcomes the customer's complaints.
- 16.2 All complaints shall be handled in accordance with the Company's complaints policy, available from <<insert location(s)>>.
- 16.3 If the Customer wishes to complain about any aspect of its dealings with the Company, limited to, these Terms and Conditions, the Hire Agreement, it should contact the Company in one of the following ways:
- 16.3.1 by post to <<insert name and/or position and/or address>>;]
- 16.3.2 by email to <<insert name and/or position and/or email address>>;]
- 16.3.3 by completing the Company's complaints form, following the instructions [insert reference]
- 16.3.4 by contacting the Company by telephone on <<insert telephone number>> using option <<insert number>> when prompted.]]
17. **Entire Agreement**
- 17.1 The terms and conditions of the Hire Agreement, these Terms and Conditions and any documents expressly incorporated into the Hire Agreement, shall constitute the entire agreement between the Parties with respect to its subject matter and shall not be varied except by an instrument in writing signed by the authorised representatives of each Party.
- 17.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party relies on any representation, warranty or other statement provided in the documents comprising the Hire Agreement.

18. **Other Impositions**

- 18.1 The Company may (assign) its obligations and rights under these Terms and Conditions (or under the Hire Agreement, as applicable) to a third party (for example, if the Company sells its business). If this occurs, the Company will inform the Customer. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by these Terms and Conditions.
- 18.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (or under the Hire Agreement, as applicable) without the Company's written permission.
- 18.3 The Company agrees not to assign its obligations and rights under these Terms and Conditions to any person or third party in any way and no such assignment shall be enforceable to enforce any provision of these Terms and Conditions.
- 18.4 If any provision of these Terms and Conditions are found to be unenforceable by any court or other authority, that provision shall be deemed severed from the remainder of these Terms and Conditions and the remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5 No failure by the Company in exercising any of its rights under these Terms and Conditions shall constitute a waiver by the Company of any provision of these Terms and Conditions or any subsequent breach of the same or any other provision of these Terms and Conditions.

19. **Governing Law**

- 19.1 These Terms and Conditions, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 Any dispute or proceedings or claim between the Customer and the Company arising out of or in connection with these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be referred to the [non-]exclusive jurisdiction of the English Courts.

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