

## **WILLIAMSON CONSTRUCTION EQUIPMENT LIMITED - CONDITIONS OF HIRE**

An AGREEMENT between WILLIAMSON CONSTRUCTION EQUIPMENT LIMITED (the Company) and the HIRER named overleaf (The Hirer).

WHEREBY IT IS AGREED that the Company shall let and the Hirer shall take on hire the plant described upon the following terms and conditions:-

1. Minimum Hiring Period - 4 weeks in respect of scaffolding, 2 weeks in respect of other plant.
  2. Invoices shall be submitted by the Company on a monthly basis in respect of any hiring charges or other costs due hereunder. The sum due shall be paid on or before the 28<sup>th</sup> day of the month following date of issue. In the event that the sum due on any invoice is not paid on or before the due date the Hirer shall pay interest upon the said sum from the due date until the date of actual payment whether before or after any judgement of a Court at the rate of 3% above the base rate from time to time of HSBC Bank plc.
  3. The period of hire commences on the day the plant leaves the Company's premises and terminates on the day which it is received back at the said premises both days being included in the period of hire. Charges will be made for every week of hire and with regard to the plant returned during any part of a week the hire charge will be for the complete week. No allowance shall be made for the non-use of any plant during the period of hire unless agreed in advance in writing by the Company.
  4. All plant is offered for hire subject to such plant being available at the date of receipt of order and any delays in delivery shall not entitle the Hirer to cancel the Contract or to claim against the Company for any consequential loss.
  5. (a) The hiring charges made by the Company are those notified to the Hirer in writing by the Company and any variation thereto shall only be effective if confirmed in writing by the Company.  
(b) Unless otherwise agreed in writing the Hirer shall collect all plant from the Company and return the same.  
(c) In the event that the Company shall agree to deliver or collect plant hired the Hirer shall pay carriage charges or in the event that the Hirer shall fail to return the plant on that due date the Hirer shall pay carriage charges.  
(d) The hiring charges and other charges including for carriage made by the Company are quoted exclusive of Value Added Tax and VAT shall be payable by the Hirer at the prevailing rate.
  6. The Hirer shall be responsible for unloading and reloading plant whether on site or at the Company's premises and where Company's transport is used the loading and unloading point shall be a road which is in a condition satisfactory to the Company and which is closest to the site designated by the Hirer.
  7. Any shortage in or damage to materials must be notified to the Company by telephone within 24 hours of receipt by the Hirer and confirmed in writing within 3 days of receipt failing which the Hirer shall be deemed to have accepted the plant in a proper condition and the Company shall not be liable for any claims whatsoever in respect of defective or missing plant or parts thereof.
  8. The Hirer shall procure that the Company shall have the right to display in a conspicuous position at any site upon which the Hirer uses plant under the hiring a notice board that the plant is on hire from it.
  9. (a) The plant supplied hereunder is the sole responsibility of the Hirer from the time of its arrival on site (the Company delivered the plant), or if the Hirer uses other transport, from the time of commencement of loading at the Company's premises until all the plant is returned to the Company's premises. It is the entire responsibility of the Hirer to account for the return of all the plant into the Company's premises whether brought back there in the Company's transport or in the Hirer's transport. The Company for their part will check the plant upon arrival back in their premises and forward to the Hirer 'Materials Inwards' notes detailing quantities and conditions of each item returned.  
(b) If the Hirer shall fail to deliver or return to the Company any plant or part thereof supplied under the hiring within 7 days of the end of the hiring period (however the same may be determined), the Company may at any time thereafter (but shall not be obliged to) send to the Hirer at the address given by him and stated overleaf an invoice for the value of the plant not returned whereupon such plant shall cease to be property of the Company and shall become the property of the Hirer wherever the plant is then situated and the Hirer shall be liable for the immediate payment to the Company of the value of the plant. The value placed upon such plant shall be the replacement value as per the Company's current Price List.
10. The Company shall not be liable for loss whether consequential or otherwise as a result of any breakdown or failure of any plant or any part therefore but without prejudice to the generality of the foregoing the Company may at their discretion repair or replace any defective plant or part which has broken down or ceased to function in the normal course of use by the Hirer and the Hirer shall not be entitled to withhold payment of whole or any part of the hiring charges by reason of any breakdown or failure or delay in remedying the same.
  11. The Hirer shall:
    - (a) be liable for all loss and damage to any plant or part thereof hired from the Company howsoever any such damage is caused and whether by the Hirer his servants or agents or by any other cause.
    - (b) fully and effectually indemnify the Company against any personal or other injuries, loss, damages, costs or expenses or claims in respect thereof made by any party in respect of the use or breakdown of the plant while the same is on hire or in the possession or under the control of the Hirer.
    - (c) return all plant as received cleaned oiled with mould oil and in sound condition fair wear and tear expected and in default thereof the Hirer shall pay the cost of cleaning, repairing or replacement as the Company shall consider necessary.
  12. If the Hirer shall:
    - (a) default in payment of any hire charges or other payments due hereunder on their due date.
    - (b) become bankrupt or have a receiving order made against him or suffer any distress or execution to be levied against him or make or propose to make any arrangements with his creditors or being a Company have a Receiver appointed over all or part of its assets or enter into compulsory or voluntary liquidation.
    - (c) cease to trade.
    - (d) cease or be ordered by any competent authority or contractor to cease to carry out the operation for which the plant is hired.
    - (e) part with possession of the plant or any part thereof.
    - (f) otherwise be in breach of this Agreement.the Company may (but shall not be so obliged) without prejudice to any other of their rights or remedies hereunder terminate the Contract and thereupon shall be entitled to possession of the plant supplied hereunder.
  13. Telephone notifications to take plant and/or equipment "off-hire" must be confirmed in writing within 48 hours.
  14. Before the commencement of the period of hire the Hirer shall notify the Company of the site where the plant is to be kept and used. Throughout the period of hire the Hirer shall not remove the plant from the site where it is for the time being kept without the prior written consent of the Company. Such consent shall not be unreasonably withheld PROVIDED THAT the Company shall be entitled to withhold consent unless satisfied that the plant and every part thereof will be secure and will be readily identifiable at the site to which it is desired to remove the same.
  15. The Hirer shall not sell, offer for sale, assign, charge, let on "cross" hire or otherwise part with the possession of or otherwise deal with the plant, or any part thereof.
  16. The Hirer shall procure that the Company has the right to gain access at all reasonable times to any site building or location where their plant is in use, to inspect, adjust, repair or replace or take possession of plant.
  17. (a) The plant is supplied solely on the understanding that the Hirer has experience of the plant hired and full knowledge of the correct mode of use of the same for the purpose required by the Hirer.  
(b) No representation warranty or condition whether express or implied is made or given with regard to the suitability of the plant in respect of any purposes for which it may be required by the Hirer.
  18. In the event that the Company agrees to sell to the Hirer any plant hired property in the plant shall not pass to the Hirer until the full purchase price has been paid by the Hirer to the Company.
  19. This Agreement shall be constructed and shall take effect subject to the Laws of England.

## **WILLIAMSON CONSTRUCTION EQUIPMENT LIMITED - CONDITIONS OF SALE**

1. Prices as listed are Ex Works.
2. Prices listed are subject to market fluctuations, and we retain the right to amend such prices to those ruling at the date of despatch.
3. Terms nett 30 days.
4. All plant is offered subject to stock being available at date of receipt of official order, and any delays in delivery shall not entitle the purchaser to cancel the contract or to claim against the company for any Consequential Loss.
5. Carriage charges are payable by the purchaser both from and back to the Company's Depot, the purchaser shall be responsible for unloading and reloading plant at site and where Company's transport is used the loading or unloading point shall be the closest part of the site designated by the purchaser which is served by road conditions normally acceptable.
6. Any shortage on or damage to materials must be notified to the Company by telephone within 24 hours of receipt by the purchaser and confirmed in writing within 3 days of receipt, failing which the company shall not be liable for any claims whatsoever in respect of defective or missing plant or parts thereof.  
The title to goods shall not pass to you until payment has been made of the full contract price and in case of non-payment we shall be entitled to re-possess or trace the goods or the proceeds of the sale in your hands or in the hands of any Liquidator or Receiver.
7. 8. These goods remain the property of Williamson Construction Equipment Limited until paid for in full.