

# Terms Of Hire

## 1 Definitions and Interpretation

1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

**Company** - means Keep It Clean, as the trading name of Dan North Limited, their sub-contractors and agents and includes their successors, assigns or personal representatives.

**Equipment** - means mobile or static units facilities and equipment including all fixtures and fittings.

**Hirer** - means the person, persons or their representative hiring the Equipment from the Company.

**Site** - means the location where the Equipment will be situated whilst on hire.

**Towing vehicle** – means the vehicle that is used to tow the Equipment to the Site. It is assumed that this vehicle is NOT 4 wheel drive and it is not capable of cross country driving.

1.2 Except where the context otherwise requires:

1.2.1 words denoting the singular include the plural and vice versa;

1.2.2 words denoting any gender include all genders;

1.2.3 words denoting persons include firms and corporations and vice versa.

## 2 General

2.1 All Business is conducted in accordance with these Terms Of Hire, unless otherwise amended in writing by the Company.

2.2 Acceptance of the Equipment on site by the Hirer shall be in itself constitute acceptance in full of the above conditions.

2.3 The Equipment remains the property of the Company at all times.

## 3 The hire charges are based on the assumption that the Site:

3.1 is flat and level and the ground is solid and can withstand the towing vehicle and the Equipment.

3.2 has suitable access for the Towing Vehicle and Equipment.

3.3 has suitable access free from all overhead obstructions, tree, hedges, etc, and without buried pipes or other concealed services that may suffer damage by the siting, use, erection, installation and/or dismantling/removal of the Equipment.

3.4 has provisions for mains services where necessary.

## 4 Additional charges

4.1 The Company Reserves the right to charge for any damage caused to vehicles and Equipment belonging to the Company due to unsatisfactory site conditions and/or access.

4.2 The Company reserves the right to charge for delays and additional labour required in connection with work, delivery, collection and time spent due to the unsuitable site conditions and/or soft ground due to inclement weather or any other condition.

4.3 One hour maximum site time is allowed for every delivery and collection, additional charges will be based on any time over and above one hour.

4.4 If collection of the Equipment is delayed beyond the recorded date for any reason i.e. marquee restriction access, inclement weather etc, the Company reserves the right to charge for additional hire at the rate of 15% per day of quoted daily hire charge or due to non-availability of the Equipment a subsequent order cannot be fulfilled a full rental rate will be applied.

4.5 Current hourly rate is as per the Quotation plus VAT and charged without prejudice.

## **5 Obligations of the Hirer**

- 5.1 The Hirer shall be responsible for providing and installing any connections to mains services where necessary unless otherwise agreed in writing by the Company.
- 5.2 The Hirer shall not move the Equipment from site or position it was delivered or consigned to without agreement in writing by the Company.
- 5.3 The Hirer is to keep the Equipment in their own possession and control and free from all legal processes and undertakes that no mortgage deed, bill of sale or any other legal instrument or private arrangement whatsoever shall be exercised whereby another person shall acquire any lien or rights whatsoever in connection with the Equipment.
- 5.4 The Hirer will not sublet or rehire the Equipment without the expressed written permission of the Company.
- 5.5 The Hirer shall indemnify the Company and be responsible for all the expenses involved arising from any breakdown, wilful damage and any loss incurred by the Company due to negligence, loss, theft and/or misuse of the Equipment by the Hirer on a time and replacement cost basis currently in use by the Company at the time.
- 5.6 The Hirer will allow the Company reasonable access to the Equipment during the hire period.

## **6 Liability**

- 6.1 The Company accepts no liability whatsoever in respect of third party claims or for consequential loss or damage of any kind and the Hirer shall indemnify the Company against third party claims unless such liability is caused by faulty materials or workmanship or negligence on the part of the Company.
- 6.2 The Company will not be responsible for any making good or repair or damage to the site howsoever caused.
- 6.3 The Company accepts no liability whatsoever in respect of any malfunction of the Equipment if the Duration of the hire or numbers utilising the Equipment exceeds that stated in the quotation.

## **7 Hire Charge and Payment**

- 7.1 The hire charge and delivery and collection charges of the Equipment are as specified in the Quotation.
- 7.2 The period of hire and maximum numbers utilising the Equipment is as stated in the Quotation.
- 7.3 Bookings are only accepted and confirmed on receipt of 25% deposit.
- 7.4 Final delivery of the Equipment is subjected to full payment of hire costs (7) seven days before delivery date. If final payment has not been received the deposit is lost and the Equipment will not be delivered to Site.