

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



1. These Terms and Conditions are the only Terms and Conditions under which Angus Mini Plant Hire, hire out plant and conduct all other trading and these shall apply under all circumstances to all Hirers/customers.
2. **Definitions relevant to these Terms and Conditions**
 - a. "Angus Mini Plant Hire" or "Larchfield Engineering Consultancy Ltd" shall mean Angus Mini Plant Hire and/or Subsidiary and/or Associate companies.
 - b. The "Hirer" is a firm, person, corporation, company or public authority including their representatives or successors who hire plant from or carry out business with Angus Mini Plant Hire.
 - c. "Plant" covers all types of equipment, vehicles, attachments, accessories, machinery and plant which Angus Mini Plant Hire agrees to hire out to the Hirer.
 - d. A "day" is unless otherwise stated in the Contract 8 (eight) consecutive hours in any working day.
 - e. A "week" is classed as seven consecutive days.
 - f. A "working week" is from the time started on Monday through to the finishing time on Friday.
 - g. The headings in this document are for convenience only and shall not affect their interpretation.
 - h. These Terms and Conditions shall be hereafter referred to as "Angus Mini Plant Hire, TERMS AND CONDITIONS".
3. **Contract Extent**

No conditions other than these shall be considered to form or to be incorporated into any Contract for hire or sale. Angus Mini Plant Hire TERMS AND CONDITIONS will at all times be deemed to prevail over any condition(s) that the Hirer seeks to impose by whatever method unless otherwise agreed in writing by a Director of Angus Mini Plant Hire. Where these Terms and Conditions conflict with any others, these Terms and Conditions shall prevail under all circumstances.
4. **Placement of an Order/Acceptance of Plant on Site**

When the Hirer orders or the site accepts a piece of plant, unless otherwise agreed in writing by a Director of Angus Mini Plant Hire, the Hirer is deemed to accept the plant on hire subject to Angus Mini Plant Hire TERMS AND CONDITIONS.
5. **Loading and Unloading**

Angus Mini Plant Hire shall not be responsible for any damage to any plant, equipment, surface or property whatsoever during the loading or unloading of the plant upon delivery or collection whether by Angus Mini Plant Hire employees, the hirer or any other third party.
6. **Condition on Delivery and Maintenance Inspection Reports**
 - a. All plant will be deemed to be in good order at the point of on-hire save for any fault not noticeable by reasonable examination or marked on the on-hire advice note, unless the Hirer notifies Angus Mini Plant Hire to the contrary by telephone on the day of on-hire and confirms this in writing within three working days. The Hirer is responsible for the safekeeping, use in accordance with the manufacturer's recommendations and the safe return on completion of the hire of any item of plant or accessory hired.
 - b. The Hirer when hiring self-drive must take all reasonable precautions to ensure they are aware of the continuing condition of the plant and the Hirer will be totally responsible for the safe use of the plant and the reporting of, and payment for, rectification of all damage (except for fair wear and tear) to the plant whilst the plant is on site.
 - c. Although every possible precaution has been taken to ensure that the equipment is in good serviceable condition, no liability whatsoever can be accepted by Angus Mini Plant Hire for the consequences of any failure or inaccuracies of the equipment. The Hirer is expected to satisfy themselves that the equipment is functional before attempting to use it on site.
7. **Inspections and Servicing**

The Hirer shall allow access to Angus Mini Plant Hire, their agents and their insurers at all reasonable times to inspect, repair, test or adjust the plant. Such work will be carried out at times convenient to the Hirer wherever practical.
8. **Unsuitable Ground and Operating Conditions**
 - a. The Hirer will be totally responsible for the ground condition upon which the equipment is to work and must provide excavator mats or equivalent wherever unsuitable ground conditions could threaten the security of the plant. The Hirer will be responsible for any costs of recovery of plant from unsuitable ground.
 - b. Where the Hirer seeks to use Angus Mini Plant Hire plant in arduous conditions which include but are not limited to sea water, chemicals, fertilizer, abrasive products, contaminated waste and radioactive materials, the Hirer must:
 - i. Advise Angus Mini Plant Hire at the time of placing the hire or in advance by e-mail, and
 - ii. Indemnify Angus Mini Plant Hire against any loss or damage in connection with the conditions or occasioned by the materials that the plant is in contact with either noticed at time of off-hire or subsequently if affecting electrics, hydraulics or unexposed components, and
 - iii. Clean the plant thoroughly before collection from site.

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



9. Repairs and Breakdowns

- a. Any breakdown or loss of performance of the whole or any part of the plant must be notified to Angus Mini Plant Hire immediately. Any claim for breakdown time allowance will only be considered from the time of this report.
- b. Full allowance will be made to the Hirer for breakdowns caused by inherent faults or a fault (but not damage howsoever caused) not noticeable by reasonable examination or arising from fair wear and tear subject to clause 7 above.
- c. The Hirer shall not, except for punctures, repair or cause to be repaired any item of plant without the written authority of Angus Mini Plant Hire.
- d. The Hirer is responsible for all costs and losses incurred by Angus Mini Plant Hire resulting from any breakdown and / or damage arising from the misuse or misdirection of the plant or the negligence of the Hirer, their agents, servants or any other party. The Hirer shall also be responsible for payment to Angus Mini Plant Hire for the relevant standing / hire rate during the period of such repairs or replacement. Angus Mini Plant Hire will be responsible for the cost of repairs and spares due to breakdown for reasons detailed in clause 9b above.
- e. The fuel injection systems of Angus Mini Plant Hire plant and equipment are **NOT** compatible with Bio Diesel. Therefore, Bio Diesel must **NOT** be used as this will cause extensive damaged to the fuel systems, which will result in expensive repairs. The Hirer is fully responsible for all costs and losses incurred by Angus Mini Plant Hire if Bio Diesel is used or for any other type of fuel contamination.

10. Other Stoppages

Angus Mini Plant Hire will not accept claims, nor can Angus Mini Plant Hire give any allowance in hire time for stoppages through causes outside their control such as bad ground conditions, bad weather, the failure of another item of plant (whether owned by Angus Mini Plant Hire or not), and the lack of an operator (cannot be supplied by Angus Mini Plant Hire).

11. Loss of use of Other Plant

Each item of plant hired by Angus Mini Plant Hire to the Hirer is hired as a separate unit and stoppage or breakdown of one unit or vehicle (whether the property Angus Mini Plant Hire or not) through whatsoever cause shall not entitle the Hirer to allowance or compensation for the loss of working time of any other hired item under any circumstances.

12. Consequential Loss

Angus Mini Plant Hire accepts no responsibility or liability for any consequential loss or damage arising or due to the failure or unsuitability of or defects in the plant or for any other cause whatsoever.

13. Loss and Damage

- a. To avoid doubt this clause does not affect the operation of clauses 6, 8 and 9.
- b. Some Angus Mini Plant Hire items of plant are fitted with immobilizers / tracking devices provided by a third party. Immobilizer / tracking devices are tested and activated immediately prior to a hire commencing, however Angus Mini Plant Hire cannot be held responsible for any losses or costs in the event of the failure of the device or service or in the event of the unauthorized removal of or tampering with the device.
- c. Throughout the hire period and until the plant is safely returned to Angus Mini Plant Hire depot of hire, the Hirer shall make good to Angus Mini Plant Hire all damages to or loss of the plant howsoever that damage may be caused, except fair wear and tear. The Hirer except as provided in clause 9 above shall fully indemnify Angus Mini Plant Hire in respect of all claims by any person for injury to persons or damage to property caused by or in connection with or arising out of the use of the plant and indemnify Angus Mini Plant Hire against any charges or costs under statute or common law.
- d. Angus Mini Plant Hire will only accept responsibility for loss damage or injury due to or arising during:
 - i. Prior to delivery of any plant to the Hirer's site where the plant is in transit on transport owned by or under the control of Angus Mini Plant Hire.
 - ii. After the plant has been collected and removed from the site and is in transit on transport owned by or under the control of Angus Mini Plant Hire.
- e. The Hirer must insure at full value all items of plant hired from Angus Mini Plant Hire from the moment the plant is delivered/collected at the start of the hire until such time as the plant is safely collected or returned to the Angus Mini Plant Hire designated depot. Off-hiring the plant shall not determine the responsibility for the safekeeping of the plant and the Hirer must keep the plant safe on site for up to five working days after off-hire. Plant will normally be collected within 24 hours of off-hire date and the Hirer must telephone the Angus Mini Plant Hire depot of supply if collection has not been made within 24 hours.
- f. In the event of full or partial loss or theft of the plant and payment of any compensation by the Hirer (or their Insurers) to Angus Mini Plant Hire, the title to the machine will remain with Angus Mini Plant Hire under all circumstances.
- g. In the event of full or partial loss or theft of the plant or in the event of damage to the plant and until full compensation has been paid, the Hirer shall pay to Angus Mini Plant Hire the sum of 2/3rds of the current Angus Mini Plant Hire hire

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



rate of the item of plant from the time that the loss/theft/damage is reported to Angus Mini Plant Hire until such time as a settlement has been made in full. Until such report of loss/theft/damage, the hire charge will continue at the contracted rate. This clause applies even if the item of plant is supplied with an immobilizer / tracker.

- h. In the event of full or partial loss or theft or damage of the plant payment is to be made by the Hirer (or their Insurance Company) as follows:- Plant up to 3 years old at the incident date at replacement as new price, plant over 3 years old at the incident date at replacement value.
- i. To assist negotiation and to speed the settlement the Hirer shall at all times allow Angus Mini Plant Hire to liaise direct with the Hirer's Insurance Company and/or Agents. In addition the Hirer will instruct their Insurers to settle any claim by payment direct to Angus Mini Plant Hire and acceptance of these conditions shall deem this permission to have been given. This does not affect the Hirer's liability in the event of any damage. If any payment of insurance monies is made to the Hirer either direct from their Insurers or via their Brokers, such monies must be held in trust for Angus Mini Plant Hire and the Directors/Shareholders/Partners/Proprietor will remain personally responsible for ensuring that such monies are paid in full to Angus Mini Plant Hire.
- j. Angus Mini Plant Hire accept no responsibility for any damage to roadways, pathways, manholes or covers, cables, pipes or other services (whether above on or below ground) which may be occasioned due to the travelling positioning or working of any item of plant except in the case of damage to items excluding underground services where caused due to the negligence of an Angus Mini Plant Hire operator proven to the satisfaction of Angus Mini Plant Hire.
- k. Where practicable upon collection of plant from site the Angus Mini Plant Hire driver and the site representative of the Hirer shall examine the plant and record details of any damages/deficiencies at the time of off-hire. The Hirer shall be bound by the signature of their representative to pay for any damages/deficiencies so recorded. Upon return of the plant to Angus Mini Plant Hire home depot the plant shall be subject to a thorough examination and any further damages/deficiencies will be notified by telephone /e-mail to the Hirer with the option to view the plant prior to commencing the repairs and invoicing such damages/deficiencies to the Hirer.
- l. The Hirer will be offered the opportunity to view any plant for which damage/deficiency charges are to be made within 2 days of notification of these damages/deficiency. Failure by the Hirer to inspect the plant within this 2 day period shall signify the Hirers' acceptance that the Hirer is responsible for and will settle the Angus Mini Plant Hire invoice for damages/deficiencies.
- m. In no circumstances shall Angus Mini Plant Hire liability to the Hirer for any breach or provision (whether expressed or implied) of this contract exceed the total amount paid by the Hirer to Angus Mini Plant Hire under the individual hire.

14. Notification of Accidents

- a. It is the duty of the Hirer to notify Angus Mini Plant Hire immediately by telephone if the plant is involved in an accident resulting in damage to property or injury to any person and confirm this in writing giving full details within 24 hours. In respect of any claim not within the liability of the Hirer, the Hirer shall make no promise or offer of payment or admission without Angus Mini Plant Hire written permission.
- b. In addition the Hirer is responsible for reporting to The Health and Safety Executive any incident which comes within the scope of The Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1985 whilst the machine is under their control.

15. Re-hiring/Selling to Third Parties

- a. All plant, equipment or any part thereof shall not be re-hired, sub-let or lent to any third party without the written permission of Angus Mini Plant Hire, and at all times the ownership shall remain with Angus Mini Plant Hire.
- b. At all times and in all cases items on hire will always remain the property Angus Mini Plant Hire. Goods supplied on sale will remain the property Angus Mini Plant Hire until full payment has been made by cleared funds and Angus Mini Plant Hire reserves the right to reclaim goods not paid for in full.

16. Moving from Site of Contract

The Hirer must not remove plant to any other site location without prior notification to the Angus Mini Plant Hire. Plant must not be moved outside the United Kingdom without advance permission in writing from a Director of Angus Mini Plant Hire.

17. Plant Repairs During Hire

If Angus Mini Plant Hire decides that urgent repairs (not caused by damage or misuse) are necessary to the plant during the hire period, they may arrange for repairs to be carried out upon site or at any other site they choose. In such event requiring removal of plant from site Angus Mini Plant Hire will provide replacement plant if available and all transport charges will be paid by Angus Mini Plant Hire. If Angus Mini Plant Hire are unable to supply replacement plant within 24 hours the Hirer shall be entitled to determine the contract immediately by giving written notice to Angus Mini Plant Hire. If the contract is determined in this way Angus Mini Plant Hire shall be liable for any collection charge.

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



18. Cleaning Charges

- a. Where plant is collected from site by Angus Mini Plant Hire in a condition that requires more than a basic power clean Angus Mini Plant Hire reserve the right to clean the plant and charge the Hirer at cost. Customers are required to dig out tracks sufficiently to enable the plant to be safely transported in accordance with Road Traffic Law. The Angus Mini Plant Hire Director will be the sole judge of condition of cleanliness of the plant.
- b. Time is not of the essence with regard to delivery times/collection times. Whilst Angus Mini Plant Hire endeavors to ensure that requested times are met, Angus Mini Plant Hire cannot be responsible for any costs/losses due to late/early delivery or collection.

19. Commencement and Termination of Hire

- a. If the plant is collected, the hire shall commence from the time that the plant leaves the Angus Mini Plant Hire or is signed for (whichever is the earlier) and shall continue until the plant is received back at the Angus Mini Plant Hire and a returns note given to the Hirer.
- b. If delivered by Angus Mini Plant Hire, the hire shall commence from the time of arrival on site and shall continue until the plant is collected from site (or returned to the Angus Mini Plant Hire) excepting in the case of damage where standing charges will apply after collection/return.
- c. Angus Mini Plant Hire may immediately terminate any hire having given prior notice where the Hirer has exceeded his credit limit or where payment is overdue.
- d. The Hirer hereby confers the irrevocable right upon Angus Mini Plant Hire to enter sites and remove plant hired to them by Angus Mini Plant Hire without notice:
 - i. If the Hirer voluntarily or otherwise goes into liquidation or receivership, or
 - ii. If a bankruptcy order is issued against any Director/Partner/Proprietor of the Hirer, or
 - iii. If any account is not paid within 60 days of invoice date, or
 - iiii. If the Hirers' credit limit with Angus Mini Plant Hire is exceeded, or
 - iv. If Angus Mini Plant Hire believe that the Hirer will be unable to pay the hire monies, or
 - v. If Angus Mini Plant Hire believe that their plant is/are an immediate target for theft, or
 - vi. If Angus Mini Plant Hire believes that the plant is to be or is likely to be used for unlawful purposes, or
 - vii. If 48 hours' notice in writing is given to the Hirer by Angus Mini Plant Hire by post/e-mail to the registered office/trading address of the Hirer.

20. Use of Plant on the Highway and Responsibility for Fines, Charges etc.

The Plant is not licensed for use on the public highway and any charges resulting are the responsibility of the Hirer.

21. Notice of Termination of Hire

- a. When a fixed period of hire is agreed at the time of hire, no notice of termination is necessary and the plant will be collected automatically (or the return of it expected). Should this period be extended so that the off-hire date is no longer agreed and it is therefore an "open" period of hire the following shall then apply as an open period of hire:-
- b. Notice of termination by the Hirer to Angus Mini Plant Hire service engineers/delivery drivers shall not be deemed to be acceptable as any notice of off-hire.
- c. If plant is not collected by Angus Mini Plant Hire within 48 hours of the agreed time the Hirer shall advise Angus Mini Plant Hire in writing (preferably by e-mail) of that fact.

22. Idle Time

In respect of plant hired from Angus Mini Plant Hire by the Hirer on a self-drive basis idle time shall not be allowed under any circumstances except in the case of complete theft, damage to or loss of the plant as outlined in Clause 13.

23. Consumables and Fuel Supplies

- a. All consumables such as oil, grease and fuel will be paid for by the Hirer on self-drive hires and it is the responsibility of the Hirer to carry out the required daily checks and to supply the required consumables in any case. Fuel supplied by Angus Mini Plant Hire will be charged at the rate published in their current price list.
- b. When hired, "Self-Drive" machines will be delivered or made available for customer collection with a full tank of fuel. This will be charged for on the first invoice. A credit for the fuel remaining in the plant will be issued at off-hire. Refueling shall be the responsibility of the Hirer and not an operator supplied by Angus Mini Plant Hire. Plant should be returned to Angus Mini Plant Hire with a full tank of Fuel, deficiencies shall be charged.
- c. The fuel injection systems of Angus Mini Plant Hire plant and equipment are NOT compatible with Bio Diesel. Therefore, Bio Diesel must NOT be used as this will cause extensive damaged to the fuel systems, which will result in expensive repairs.

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



24. Angus Mini Plant Hire Signs and/or Name Plates

- a. The Hirer shall not cover up, remove or deface in any way the signs, stickers, signwriting or nameplates of Angus Mini Plant Hire nor shall they fix to the plant any sign or sticker nor paint in any way any part of the plant.
- b. The Hirer will be responsible for the cost of repairing any damage to Angus Mini Plant Hire signs, stickers, signwriting or nameplates sustained during the hire period and any preparation work necessary to replace them.

25. Transport of Plant and Ancillary Items.

- a. The Hirer will be responsible for payment for transport to and from their site or will be entitled to arrange and pay for their own transport if they so wish.
- b. Transport carried out by Angus Mini Plant Hire will be charged at the rates published in the current Angus Mini Plant Hire price list or those otherwise agreed on each and every item of plant and for each and every on-hire and off-hire. These charges will apply regardless of where the machine is moved to, when off-hired (if anywhere) and regardless of where it comes from when originally hired.
- c. No discount in transport rate will be given regardless of the number of items of plant on a delivery vehicle as rates already take into account the size of each item of plant.
- d. Where buckets, attachments, ancillary items or breakers are on-hired or off-hired separately from the plant and have to be transported separately to or from site as a separate journey, a charge for transport for each journey will be made by Angus Mini Plant Hire to the Hirer.

26. Change of Ownership/Directorship and Change of Name.

- a. Angus Mini Plant Hire reserve the right to continue or determine any contract at their sole discretion in the event of any change of ownership/directorship of the Hirer. The Hirer is hereby bound to notify Angus Mini Plant Hire of any such change in writing within 24 hours of such an occurrence during a period of hire or within 14 days if not during a period of hire. The original Directors/Partners/Proprietors of the Hirer shall remain responsible for all liabilities for future hires if they are unable to conclusively prove that Angus Mini Plant Hire were notified in writing of such changes.
- b. The Hirer is hereby bound to advise Angus Mini Plant Hire in writing within seven days of any change of name of the Hirers' company. Accounts are allocated to a company by Registered Number and any change of name shall not change responsibility of the company with the registered number for all debts thereafter. In the event of an un-notified "name swap" between companies, both companies shall be liable jointly and severally for all debts. Any Guarantee(s) signed on behalf of the initial account holder will remain in force and retain full liability.

27. Government Regulations

The Hirer shall be responsible for compliance with all Local and National Government regulations relating to the use of the plant including but not limited to all Health & Safety at Work Legislation, The Factories Act, Mines & Quarries Act, Road Traffic Act Legislation.

28. Protection of Rights of Angus Mini Plant Hire

The plant shall remain the property of Angus Mini Plant Hire at all times and the Hirer shall not sell, loan, pledge, mortgage, charge, re-hire or part with the plant except in the case of accidental loss or damage referred to in clause 9. The Hirer shall further protect the plant against seizure, distress or execution and shall indemnify Angus Mini Plant Hire against all damage charges, costs, losses or expenses arising from any failure to perform the requirements of this protection.

29. Payment Terms

- a. All accounts shall be paid within prior to commencement of hire.
- b. Punctual payment of hire charges shall be the essence of this Hire Agreement and the Hirer shall be in breach of this Agreement if any part thereof shall remain unpaid for more than seven days after becoming due.
- c. Where a Debit / Credit Card payment has been rescinded, interest shall be charged and be payable upon the unpaid amount(s) of any accounts or invoices immediately. Also, interest shall be charged and be payable upon the amount(s) of any accounts or invoices remaining unpaid beyond 30 days, such interest to be calculated (at Angus Mini Plant Hire option) either at the rate of 2.5% per month or at the rate of interest prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998, such interest to be calculated on a daily basis on the balance outstanding and compounded monthly.
- d. Where the Hirer has a grievance for which they believe they are due a credit, the undisputed sum whether part of an invoice or a number of invoices must be paid within Angus Mini Plant Hire standard credit terms. Angus Mini Plant Hire accept that part payment of an invoice in these circumstances shall not be considered proof that the entire invoice is accepted as payable by the Hirer. Interest will accrue on the undisputed sum if payment is not received to terms in accordance with Clause 33a. If the disputed sum is proved to be owing to Angus Mini Plant Hire or is paid by the Hirer to Angus Mini Plant Hire then Angus Mini Plant Hire reserve the right to charge interest on this originally disputed sum as well. Interest will be charged at the rate shown in clause 29c above.

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



- e. If discount is negotiated from Angus Mini Plant Hire list prices these discounts are conditional upon payment being made to Angus Mini Plant Hire terms. Angus Mini Plant Hire reserve the right to disallow such discounts where payment is overdue and therefore invoice the discount amount, which will be immediately payable.

30. Additions for Statutory Taxation

Angus Mini Plant Hire shall be entitled to charge additionally any statutory taxation to The Hirer. (For example Value Added Tax).

31. Bank Holidays and Industry Holidays

All Bank Holidays and Construction Holidays will be charged as normal hire days (Monday to Friday only) unless the Hirer notifies Angus Mini Plant Hire depot of hire in writing giving SEVEN DAYS NOTICE of the day(s) that the site will be closed down. Full allowance against the hire will then be allowed subject to all of the following:

- a. If the Hirer wishes Angus Mini Plant Hire to leave the plant on site over the holiday period, the Hirer accepts full responsibility for security and liability for theft and/or damage and agrees to maintain full insurance cover on the plant at all times.
- b. If the Hirer wishes the plant to be removed from site over the holiday period, the Hirer agrees to pay Angus Mini Plant Hire the cost of transport to and from the nearest Angus Mini Plant Hire secure depot.
- c. The Hirer agrees that should the plant be found to be working on any day during the pre-notified holiday period the Hirer will pay for the whole holiday period as working.
- d. The maximum allowance (in working days) for Bank/Industry holidays will be 1 DAY for each Bank Holiday, 6 DAYS at Easter (to include the 2 Bank Holidays) and 10 DAYS at Christmas (to include the 3 Bank Holidays).

Should the Hirer request the plant to be left on site as in section (a) but Angus Mini Plant Hire prefer to remove the plant to their depot for any reason, Angus Mini Plant Hire shall bear the cost of transport from site and back to site after the period of holiday and shall accept responsibility for the plant while under their control.

32. Fitting of Non- Angus Mini Plant Hire Attachments to an Angus Mini Plant Hire item of plant and vice-versa

If the Hirer wishes to fit their own attachments or attachments hired by them from a company other than Angus Mini Plant Hire to an Angus Mini Plant Hire item of plant or vice versa they must firstly obtain advanced written permission from a Director of Angus Mini Plant Hire. If permission is granted the Hirer will become responsible for:

- a. Any damage howsoever caused to Angus Mini Plant Hire plant (or attachment) due to the fitting, removal or operation of the attachment (or item of plant).
- b. Any damage howsoever caused to the item of plant or attachment.
- c. The cost of fitting, removal and making good any additions to the plant (or attachment) necessary for the operation of the attachment (or item of plant) if carried out by Angus Mini Plant Hire.
- d. Payment of the full hire rate for the plant and attachment during any modification, fitting or removal of the attachment or any necessary repair to either item.
- e. In the case of the fitment of a Hirer's attachment to an Angus Mini Plant Hire machine or visa versa, should there be any damage caused to the item of plant or attachment belonging to Angus Mini Plant Hire caused by contaminated hydraulic oil passing from the Hirer's item of plant or attachment to the Angus Mini Plant Hire item of plant or attachment then Angus Mini Plant Hire will hold the Hirer liable for all repair costs necessary due to such damage caused by contaminated hydraulic oil, as well as for idle time hire charges for the item while the repairs are being carried out, together with any other cost which are necessary including (but not limited to) transport, replacement of hydraulic oil and third party inspection and analysis cost.

33. Notification of Queries

- a. Any query regarding an Angus Mini Plant Hire invoice must be taken up in writing (preferably by e-mail) within FOURTEEN DAYS of invoice date and addressed to Angus Mini Plant Hire Head Office. Any query not notified in writing within this period will not be entertained.
- b. Any query regarding any Delivery ticket / Collection ticket or other documents / correspondence from Angus Mini Plant Hire must be taken up in writing within seven days (or sooner if so stated). Any query not notified within the period will not be entertained.

34. Plant Working Close to Buildings or Structures etc.

In general, plant should not be worked close up to buildings, structures, kerbs, cables, pipes, vehicles and the like. The cost of repair of any damage or the responsibility for any injury to the Hirer's employees or property or any third party or its property howsoever caused will be the sole responsibility of the Hirer.

35. Inherent Dangers of Plant and its Operation

- a. Ordering and/or accepting Angus Mini Plant Hire plant on site implies that the Hirer is fully conversant with the item of plant or equipment and the dangers associated with it as well as its safe operation and storage. The Hirer hereby confirms that they will not allow any person who is not competent nor is fully trained to operate or use the plant. If the

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



Hirer has any doubts in respect of the safety or other regulations governing the use of the plant or equipment they must immediately contact Angus Mini Plant Hire for advice.

- b. If the Hirer has any doubt as to the capability of any Angus Mini Plant Hire driver or has any reason to believe that all or any part of the plant or equipment hired may be defective or dangerous they must (as applicable) cease use of the item immediately and contact the Depot Manager at the depot of hire. Hire time chargeable at the contracted rate will be charged up to this time under all circumstances.

36. Credit Limits

Angus Mini Plant Hire currently does not offer this facility

37. Hire Rates

- a. All plant shall be hired out at Angus Mini Plant Hire price list rate current at the time of booking except as in (b) and (c) below.
- b. A Partnership Agreement has been signed between the Hirer and Angus Mini Plant Hire whereby specially agreed discounts are offered on all hires from the Hirer subject to agreed conditions.
- c. Discounted rate is agreed at the time of booking between both parties and confirmed in writing by Angus Mini Plant Hire to the Hirer.

38. Dishonoured Payments

Angus Mini Plant Hire reserve the right to charge to the account of the Hirer and recover from them the bank charges and subsequent costs (both internal and external) incurred for any Standing Order or Direct Debit unpaid, refused or cancelled and/or any other type of payment (including Credit Card) being rejected. Under these circumstances the whole outstanding balance (not only the payment in question) will become due for immediate payment.

39. Variation of Hire Rates

Angus Mini Plant Hire reserves the right to alter hire and other rates without notice except as in 37 (b) above.

40. Non-Credit Account Transactions

Transactions with any Hirer will only be accepted on the basis of payment with cleared funds to cover the expected hire and any transport plus one day's deposit (refundable less any damages/shortages).

41. Weights and Measures

- a. All weights, measures, dimensions and digging depths etc. Provided in Angus Mini Plant Hire literature, electronic media and price lists are approximate and are provided only for the guidance of the Hirer and are subject to change without notice. No guarantee is offered regarding their accuracy.
- b. Hirers are reminded of their duty to comply with the Hydrocarbon Oil Duties Act 1979 with regard to the use of rebated (red) diesel. Angus Mini Plant Hire will hold the Hirer fully liable for any penalties incurred.

42. Currency of Prices

All prices in Angus Mini Plant Hire literature are quoted in pounds sterling and apply to hires in Mainland Britain only unless otherwise stated.

43. Internet and E-mail Communications and E-commerce Transactions.

- a. Hirers may place orders direct from Angus Mini Plant Hire website at www.angusminiplant.co.uk using an electronic order form/system and/or e-commerce solutions as and when available. Hirers paying by credit card must use a "credit card order" form. The provision of details by the Hirer using either of these methods shall not be considered an order until confirmed to the Hirer by Angus Mini Plant Hire. Orders cannot be accepted in this way for any other payment method such as cash.
- b. Where correspondence/transactions are carried out by e-mail or e-commerce, the electronic "signature" or e-mail "signature" shall constitute an authorised signature on behalf of either party and shall bind both parties to the hire contract.
- c. Although Angus Mini Plant Hire and its e-commerce provider will take all reasonable steps to ensure security is of the highest order, no warranty is given that e-commerce solutions provided by Angus Mini Plant Hire are secure.

44. The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contracts or agreements entered into between Angus Mini Plant Hire & The Hirer.

Angus Mini Plant Hire

TERMS AND CONDITIONS OF HIRE



45. General

- a. If any provision in these conditions is held by any competent court of law to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be adversely affected thereby.
- b. Angus Mini Plant Hire shall not be liable to the Hirer nor be deemed to be in breach of any of these conditions by reason of any delay in performing or failure to perform any obligation of these conditions due to any of the following causes, which are beyond its control:
 - i. Act of God, explosion, flood, tempest, fire, or accident.
 - ii. War or threat of war, sabotage, insurrection, civil disturbance, or requisition or act of terrorism.
 - iii. Acts, restrictions, bye-laws, regulations, prohibitions, or measures of any kind on the part of any governmental parliamentary or local authority.
 - iv. Strikes, lock-outs or other trade disputes
 - v. Difficulties in obtaining new plant, labour, fuel, spare parts or machinery.
 - vi. Power failure or breakdown in machinery.
- c. This contract shall be governed by the laws of Scotland and is subject to the exclusive jurisdiction of the Scottish Courts
- d. Notwithstanding anything to the contrary in the absence of any specific condition Scottish common law applies.
- e. Angus Mini Plant Hire shall be entitled at any time and from time to time to vary or replace the terms and conditions and exceptions herein contained without advance notice.
- f. No variation to these terms and conditions shall take effect or have any affect in law unless the variation has been agreed and confirmed in writing to the Hirer by a Director of Angus Mini Plant Hire.

46. Valid from

These Terms and Conditions of Hire are valid from August 2014 and supersede all previous Terms and Conditions of Hire.

Larchfield Engineering Consultancy Ltd T/A Angus Mini Plant Hire – 2014 Ref: T&C. August 2014