

General Terms and Conditions of Hire

1. Definition

- (a) The “Owner” is Ashcroft Trailer Hire Limited whose registered office is situated at Ormonde Avenue, Ballyhenry Road, Newtownabbey, County Antrim BT36 5AT.
- (b) The “Hirer” is the company, firm or person taking the Owner’s plant on hire and this expression includes his successors or personal representatives.
- (c) “Plant” shall include any machine, trailer or part thereof and any attachments or fittings or replacements or any other thing hired under this Contract.
- (d) “Regulations” means any Act of Parliament, Order, regulation, bye-law or other similar instrument whether national or local, including any amendment thereto or re-enactment or replacement thereof.
- (e) “Hire Rate” shall be the rate of hire for the Plant as set out overleaf plus VAT at the applicable rate .
- (f) “Delivery Date” shall be the date when delivery of the Plant is made to the Hirer, as referred to overleaf.
- (g) “Period of Hire” means the period commencing on the Delivery Date and ending on the Off Hire Date referred to overleaf.
- (h) “The Site” – the premises of the Hirer stated overleaf.
- (i) “Off Hire Date” – shall be the date agreed between the Owner and the Hirer when the Period of Hire shall cease.
- (j) The “Labour Rate” – shall be the rate for labour set out overleaf.

2. Acceptance

- (a) The Hirer’s order, whether oral or in writing, for the supply of Plant shall be construed as an express acceptance of these General Terms and Conditions of Hire, and in so far as any provision of the Hirer’s said order shall be inconsistent therewith, these General Terms and Conditions of Hire shall be deemed to prevail.
- (b) Any variation or purported variations of these General Terms and Conditions shall be deemed to be of no effect unless otherwise agreed in writing and signed by a Director of the Owner.
- (c) The Hirer hereby acknowledges that no representations have been made to him by the Owner, its servants or agents, save where any particular purpose or work in any particular place has been made known by the Hirer to the Owner or when

such representations (if any) have been notified in writing to the Owner at or before the making of this Contract.

3. Acceptance of Hire

- (a) Subject to the other provisions of this Contract the Owner shall supply the Plant to the Hirer on the Delivery Date for collection by the Hirer at the Owner's premises, or by agreement between the parties the Owner shall deliver the Plant to the Site designated by the Hirer, at the Hirer's expense.
- (b) Hire charges shall commence on the Delivery Date unless otherwise stated overleaf.
- (c) Responsibility for loss or damage to the Plant is accepted by the Hirer from the Delivery Date until returned to the possession of the Owner. This responsibility will also apply whilst the Plant is on the Site during any period prior to the commencement of the Period of Hire or after its termination whilst the Plant is awaiting collection.

4. Maintenance and Repair

4.1 Owner's Obligations

- (a) The Owner shall ensure that at the commencement of the hire the Plant shall be of sound construction and in good working order and properly maintained and that at that time all Regulations regarding construction, maintenance testing and inspection applicable to the Plant have been complied with. Unless notification to the contrary is received by the Owner from the Hirer within 48 hours of the Delivery Date the Plant shall be deemed to have been delivered in good working order.
- (b) The Owner shall (save as hereinafter provided) carry out and provide all necessary repairs and replacements as quickly as reasonably possible and (so far as reasonably possible and during normal working hours) at times to suit the convenience of the Hirer. Repairs or replacements necessary otherwise than as a result of fair wear and tear shall be charged to the Hirer at the Labour Rate set out overleaf.

4.2 Hirer's Obligations

- (a) The Hirer shall repair all punctures and replace all damaged tyres at his own expense; but save as aforesaid he shall not repair the Plant or make replacements or alterations unless authorised to do so by the Owner. The Owner reserves the right to carry out necessary repairs at the Hirer's expense. Any replacements by the Hirer shall forthwith become the property of the Owner, and part of the Plant unless otherwise agreed in writing.

- (b) The Hirer shall forthwith notify the Owner if the Plant breaks down or fails to work properly, or if any tyres blow out, or if any repairs or replacements are necessary. Tyres requiring replacement due to fair wear and tear must be retained by the Hirer for inspection by the Owner. Failure to do so will result in the Owner charging the full replacement cost to the Hirer or refusing to reimburse the Hirer for the cost of replacement, if already replaced by the Hirer.
- (c) The Hirer shall at all reasonable times allow the Owner or its accredited representative or its insurers' representations to have access to the Plant to inspect, test, adjust, repair or replace the same.
- (d) The Hirer shall provide fuel, oil and grease and shall carry out a daily check to ensure that the correct engine, hydraulic and cooling system levels are maintained, and shall take steps to ensure the protection of the Plant from damage by frost, including the use of a suitable anti-freeze mixture in the proportions specified by the makers of the Plant, regular cleaning, the maintenance of the correct tyre pressures and the tightening of wheelnuts.
- (e) Without prejudice to the generality of the foregoing the Hirer shall cause the following steps to be taken to maintain any traction battery forming part of the Plant:
 - (i) Battery must be properly charged, must at no time be operated in a discharged condition and must be allowed to cool for at least half an hour before use.
 - (ii) Battery must be checked daily to ensure the correct level of distilled water is maintained.
 - (iii) An equalising charge must be carried out every four weeks. When an equalising charge is given the charger must be switched off manually after four (4) hours as the charge termination automatic relay only operates in the "normal" charge position on the charging apparatus.

Serious battery damage will occur if these points are not supervised.

- (f) The Hirer shall allow the Owner to enforce the Hirer's rights in connection with the Plant accrued during the Period of Hire.
- (g) The Hirer shall ensure that the Plant is kept in secure premises at all times when not in use.
- (h) The Hirer shall not use the Plant when it is not in roadworthy condition.
- (i) Damage to the Plant arising from the Hirer's failure to observe and comply with its obligation under Clause (d) (e) (g) and (h) shall be the sole responsibility of the Hirer.

5. Hirer's Liability for Loss or Damage

- (a) The Hirer accepts full responsibility to the Owner for loss or damage to or destruction of the Plant suffered during the Period of Hire from whatever cause the same may arise (fair wear and tear or Owner's negligence excepted) and is

fully responsible to the Owner for the safekeeping of the Plant and its return in equal order to the Owner at the end of the hire (fair wear and tear excepted).

- (b) The Hirer accepts all liability and responsibility in respect of, and shall fully and completely indemnify the Owner against, all third party claims and losses howsoever arising in respect of damage to or loss or destruction of any property or in respect of the personal injury or death of anybody in any way caused by or relating to the Plant or its use (including but not limited to the payment of all damages, costs and charges in connection therewith) except insofar as the damage, loss, destruction, injury or death directly results from the negligence of the Owner, its employees or agents.
- (c) The Owner shall not be liable to the Hirer in respect of any damage to or loss or destruction of the property of the Hirer nor in respect of the personal injury or death of the Hirer or his employees or contractors or other person in any way caused by or relating to the Plant or its use except insofar as any such damage loss destruction injury or death directly results from the negligence of the Owner, its employees or agents.

6. Payment

- (a) Unless otherwise set out overleaf the Owner shall render invoices to include where applicable the price of transport to and from the Site at the end of each month for Plant on hire during that month or at the expiration of the hire whichever is the earlier or in the case of a long term hire monthly in advance; the Hirer shall pay in accordance with the credit arrangements agreed between the parties without retention or set off.
- (b) Immediately upon the hiring being terminated by the Owner in accordance with sub clause 10(b) hereof the Hirer shall pay to the Owner (in addition to any compensation payable hereunder) all moneys then accrued due under this Contract and any moneys which the Owner may be liable to pay to any third party by reason of any seizure and removal of the Plant.
- (c) The Hirer shall pay the Owner forthwith for all repairs and replacements to the Plant, except for repairs and replacements arising from fair wear and tear or from notification (given under the proviso to paragraph (a) of the Owner's obligations) under Clause 4 hereof. Repairs shall be separately invoiced and payable by the Hirer in accordance with the credit arrangements agreed between the parties.

7. Interest

The Hirer shall be liable to pay interest and recovery and collection costs incurred by the Owner on all unpaid sums due on foot of the Contract at the rate provided for in The Late Payment of Commercial Debts (Interest) Act 1998.

8. Subletting

The Hirer shall not without the consent of the Owner assign, sub-let, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant.

9. Handling of Plant

- (a) The Plant shall remain the property of the Owner but shall at all times after delivery to the Site be under the direction or control of the Hirer only. The Hirer is fully responsible to the Owner for the use of the Plant only for purposes and in places for which it is suitable and for his own business and in a skilful, safe and workmanlike manner and in accordance with the Regulations. If the Plant should for any reason require recovery, then the Hirer shall be responsible for all costs incurred.
- (b) The Hirer shall employ an experienced operative (not being less than 21 years of age) to operate the Plant in a safe and proper manner. If the Plant requires special training prior to its safe use the Hirer shall be fully responsible for ensuring that all persons who operate or use the Plant are fully and adequately trained in its use. The Owner shall bear no responsibility for any loss or damage arising from the failure by the Hirer to ensure operatives are properly trained in the use of the Plant
- (c) The Hirer shall notify the Owner immediately in the event of any accident loss or damage arising and in any way caused by or relating to the use of the Plant howsoever caused. Oral notification shall be confirmed in writing to the Owner as soon as reasonably possible.

10. Owner Plates

These may be affixed or marked on the Plant by the Owner and shall not be removed, mutilated or obliterated by the Hirer.

11. Termination of Hire

- (a) Except in the case of a fixed term contract the hire of the Plant may be terminated by either party giving to the other party not less than one months notice.
- (b) Without prejudice to the other provisions of this Contract, should the Hirer:
 - (i) fail punctually to make payment of the Hire charges as detailed in paragraph 6 (a)
 - (ii) fail to observe and perform any of the other terms and conditions of this Contract, or
 - (iii) do or cause to be done or permit or suffer anything whereby the Owner's rights in the Plant are prejudiced or put into jeopardy, or
 - (iv) commit any act of bankruptcy or have a receiver appointed or make any arrangement or composition with his creditors, or being a company go into liquidation whether compulsory or voluntary, or
 - (v) suffer any distress or execution upon his property.

Then in any such case the Owner may, forthwith determine the hiring and seize and remove the Plant for which purpose it shall be lawful for the owner to enter into or upon any premises or the Site where the Plant may be.

- (c) When the Hire is terminated it shall be the responsibility of the Hirer to return the Plant to the Owner and the Hirer shall be fully responsible and liable for damage or loss of the Plant until the Plant is returned to the Owner.
- (d) Upon termination of the hire by either party the Hirer shall permit the Owner immediate access to the Site to uplift the Plant and shall deliver up possession to the Owner in a clean condition and in sound working order.
- (e) If the hire is terminated by the Hirer prior to the Off Hire Date the Hirer will remain liable for the full cost of hire of the Plant, at the Hire Rate until the Off Hire Date.

12. Allowances and Liability

- (a) Without prejudice to the provisions for payment hereinbefore, the Hirer shall be fully liable to the Owner for damages for any breach of this Contract.
- (b) The Owner shall not be liable to the Hirer for any consequential or indirect loss or damage (including loss of profits) arising out of any accident or damage howsoever caused.
- (c) The Owner shall not be liable to the Hirer for any loss or damage caused by delay in delivery or non-delivery of the Plant or by delay in repairing or replacing the Plant if such delay or non-delivery is caused by an industrial dispute (including but not limited to strikes and lockouts), by force majeure, by non-availability of spare parts or by other circumstances beyond the Owner's control.
- (d) Hire charges shall continue during any stoppage whether or not the Plant is returned to the Hirer's works and whether or not a replacement of the Plant is supplied for the period of the stoppage save that by agreement with the Hirer the Owner may give credit against hire charges for any stoppage due to a breakdown of the Plant caused by an inherent fault or fair wear and tear notified to the Owner by the Hirer under Clause 4 hereof.
- (e) The Hirer shall be liable for hire charges at the Hire Rate in respect of any period after the termination of this Agreement during which the Plant or any part thereof cannot be removed from the Site to the Owner's depot owing to an industrial dispute (including but not limited to strikes or lockouts) affecting the Hirer or the Site, or for any other reason.

13. Insurance

- (a) The Hirer shall at the Hirer's expense fully insure with a reputable insurance office:
 - (i) the Plant as described overleaf, against loss or damage or destruction howsoever arising

- (ii) in respect of all the Hirer's liability (or responsibility and indemnity) to the Owner under their Contract.

(b) The Hirer shall

- (i) produce the policy or policies effected hereunder for inspection by the Owner on demand and
- (ii) hold the proceeds of any claim under sub Clause (a) (i) above to the order of the Owner.

14. Time of Indulgence

Any time or other indulgence granted by the Owner shall not affect the strict rights of the Owner under this Contract.

16. Applicable Law

The Contract is governed by the law of Northern Ireland.

Maintenance Agreement

Call Out Maintenance

Labour Rate

Demurrage