

TERMS AND CONDITIONS

Muni-Serv(Hire) Ltd (herein called "the owner") hereby rents to the Hirer(s) who has/have signed overleaf (hereinafter called "the Hirer") the vehicle described overleaf (herein called "the Vehicle") subject to all the terms and conditions overleaf and hereby on this Rental Agreement in consideration whereof the Hirer acknowledges and agrees.

NOTE:

- (i) TYRES – the Hirer is responsible for all puncture repair(s) and all damage to vehicle tyres.
 - (ii) OILS AND COOLANTS – the Hirer is responsible for the maintenance of oil and coolant levels on a daily basis.
 - (iii) The Hirer will provide comprehensive insurance from time of collection to time of return.
 - (iv) The Hirer will provide the correct fuels for the type of vehicle hired.
 - (v) Day one of the rental period is the day on which the vehicle is collected from the Owner's depot and the last day of the rental period is that upon which the vehicle is returned to the Owner's depot.
 - (vi) Replacement brushes to be the responsibility of the Hirer.
1. The vehicle is the property of the Owner and is in good mechanical condition. The Hirer will return the Vehicle together with all tyres, tools, accessories and equipment, in the same condition as when received, ordinary wear and tear excepted, to the place and on the date specified overleaf or sooner if demanded by the Owner.
The Hirer will pay the Owner on demand all time and mileage, service, minimum or other charges as entered overleaf at the rates so shown or at the current rates published by the Owner, according to the duration of the hire. It shall be the duty of the Hirer to ensure that all steps are taken to comply with the provisions of the Road Traffic Act 1960 (as amended) as to the licensing of vehicles.
The vehicle shall not be used, operated or driven outside the United Kingdom without the express authorisation of the Owner.
The vehicle shall not be used:
- (i) For the carriage of passengers for hire or reward;
 - (ii) For any illegal purpose;
 - (iii) To propel or tow any other motor vehicle;
 - (iv) For racing, pace making, reliability trials, speed testing or driving tuition;
 - (v) In violation of the provisions of any Act, Order or Regulation affecting the use of the Vehicle;
 - (vi) To carry a great number of passengers than recommended by the Manufacturer;
 - (vii) In such manner as to be loaded with luggage or goods in excess of the maximum payload recommended;
 - (viii) For the carriage of corrosive liquids or materials.
- The vehicle shall not be operated or driven by any person:
- (i) Who is not the holder of a current driving licence acceptable to United Kingdom authorities (or heavy duty goods licence if appropriate);
 - (ii) Who has given a fictitious or false name, age or address;
 - (iii) Other than the Hirer who signed the Rental agreement or a person who has been nominated by the Hirer and approved by the Owner;
 - (iv) Who has been convicted of driving whilst under the influence of drink or drugs, or of manslaughter or causing death by dangerous driving, or is a drug addict or suffers from epilepsy;
 - (v) Who has within the preceding period of five years been convicted of any motoring offence (parking excepted) or involved in any accident, unless details have been disclosed to the Owner;
 - (vi) The Hirer, and any driver of the Vehicle driving it during the period of hire, shall in no event be or be deemed to be the agent, servant or employee of the Owner in any manner or for any purpose whatsoever;
 - (vii) All traffic offences or violation of Parking Regulations involving the Vehicle during the period of Rental, including fines and penalties shall be the responsibility of the Hirer.

2. DEFINITIONS

The "Owner" is the Company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.

- (a) The "Hirer" is the Company, firm, person, Corporation or public authority taking the Owner's plant on hire and includes their successors or personal representatives.
- (b) "Plant" covers all classes of plant, machinery, equipment and accessories therefore which the Owner agrees to hire to the Hirer.
- (c) A "day" shall be 8 hours unless otherwise specified in the Contract.
- (d) A "week" shall be seven consecutive days.
- (e) A "working week" covers the period from starting time on Monday to finishing time on Friday.
- (f) The hire period shall commence from the time when the plant leaves the Owner's depot or place where last employed and shall continue until the plant is received back at the Owner's named depot or equal.

3. ACCEPTANCE OF PLANT

Acceptance of plant on site implies acceptance of all terms and conditions herein unless otherwise agreed

4. DELIVERY IN GOOD ORDER

- (a) Unless notification in writing to the contrary is received by the Owner from the Hirer in the case of plant supplied with an operator within four working days, and in the case of plant supplied without an operator within three working days of the plant being delivered to the site, the plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with the terms of the Contract and to the Hirer's satisfaction, provided that where plant requires to be erected on site, the period above stated shall be calculated from date of completed erection of plant. The Hirer shall be responsible for its safekeeping, use in a workmanlike manner within the Manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear expected).
- (b) The Hirer shall when hiring plant without Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the plant. If such plant be continued at work or in use in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising there from.
- (c) The current inspection Report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner if requested by the Hirer and returned on completion of hire.

5. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his Agents or his Insurers to have access to the plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

6. **BREAKDOWN REPAIRS AND ADJUSTMENT**

- (a) When the plant is hired without the Owner's driver or operator, any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Owner. Any claim for breakdown time will only be considered from the time and date of notification.
- (b) Full allowance will be made to the Hirer for any stoppage due to breakdown of plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repair in accordance with the terms of the Contract.
- (c) The Hirer shall not, except for punctures, repair the plant without the written authority of the Owner. Punctures are however the responsibility of the Hirer. Allowance for hire charges and for the reasonable cost of repairs will be made by the Owner to the Hirer where repairs have been authorised.
- (d) The Hirer shall be responsible for all expense involved arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of plant, whether by the Hirer or his servants, and for the payment of hire at the appropriate idle time rate during the period the plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the plant involved in breakdowns from all other causes and will bear the cost of providing spare parts.

7. **LOSS OF USE OF OTHER PLANT DUE TO BREAKDOWN**

Each item of plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more unit or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other units of plant working in conjunction therewith, provided that where two or more items of plant are hired together as a unit, such item shall be deemed a unit for the purpose of breakdown.

8. **CONSEQUENTIAL LOSSES**

Save in respect of the Owner's liability if under Clauses 4 and 6, the Owner accepts no liability nor responsibility for any consequential loss or damage due to or arising through any cause beyond his control.

9. **HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE**

- (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this Clause affects the operation of Clauses 4 and 6 of this Agreement.
- (b) During the continuance of the hire period, the Hirer shall subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss or damage to the plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in Clause 9 herein, and shall also fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the plant and in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss of or damage to the plant, hire charges shall be continued at idle time rates until settlement has been effected.
- (c) Notwithstanding the above, the Owner shall accept liability for damage, loss or injury due to or arising
 - (i) Prior to delivery of any plant to the site of the Hirer where the plant is in transit by transport of the Owner or as otherwise arranged by the Owner;
 - (ii) During the erection of any plant, where such plant requires to be completely erected on the site, always provided that such erection is under the exclusive control of the Owner or his Agent.;
 - (iii) During the dismantling of any plant, where plant requires to be dismantled after use prior to removal from site, always provided that such dismantling is under the exclusive control of the Owner or his Agent;
 - (iv) After the plant has been removed from the site and is in transit on to the Owner by transport of the Owner or as otherwise arranged by the Owner;
 - (v) Where plant is travelling to or from a site under its own power with a driver supplied by the Owner.

10. **NOTICE OF ACCIDENTS**

If the plant is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office, and in respect of any claim not within the Hirer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

11. **RE-HIRING, ETC.**

The plant or any part thereof shall not be re-hired, sub-let, or lent to any third party without the written permission of the Owner.

12. **NOTICE OF TERMINATION OF CONTRACT**

Where the period of hire is indeterminate or having been defined becomes indeterminate the Contract shall be determinable by seven days notice in writing given by either party to the other (except in cases where the plant has been lost or damaged). In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days notice shall be chargeable at the idle time rates in lieu. Notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.

13. **IDLE TIME**

When plant works for any time during a guaranteed minimum period, then the whole of that guaranteed minimum period shall be charged as working time. If the plant is idle for the whole of a guaranteed minimum period, the charge shall be two thirds of the hire rate. In any case, no period less than one day shall be reckoned as idle time.

Where an "All-In" rate is charged, idle time is charged on the machine element only. Full rate will be charged for the operator.

14. **TRANSPORT**

The Hirer shall pay the cost of and if required by the Owner, arrange transport of the plant from the Owner's depot or equal to the site and return to named depot or equal on completion of the hire period.

15. **GOVERNMENT REGULATIONS**

The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities including Regulations under the Factories Act, Health and Safety at Work Act.

16. **PROTECTION OF OWNER'S RIGHTS**

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the plant except as provided under Clause 11 and shall respect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

- (a) If the Hirer makes default in punctual payment of all sums due to the Owner for hire of plant or other charges, or shall fail to observe and perform the terms and conditions of this Contract, or if the Hirer shall suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation) or shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the plant may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated (without any notice or other act on the part of the Owner and notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature), and it shall thereupon be lawful for the Owner to

retake possession of the said plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this condition shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under the Contract or damages for breach thereof.

17. **CHARGES IN NORMAL WORKING WEEK**

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 40 hours; it is hereby agreed that in the event of

- (a) There being any change in the normal weekly hours in the industry in which the Hirer is engaged or
- (b) The contract being made with reference to a 5-day week being worked by the Hirer (either of 40 hours or of such number of hours as may constitute the normal working week in said industry).

Clauses 1 (d) and (f), 18 (c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry, the "Hire Rates and Terms" of plant hired for a minimum weekly or daily period shall be varied pro rata.

18. **ARBITRATION**

If during the continuance of the Contract or at any time thereafter any dispute, difference or question shall arise between the Owner and the Hirer in regard to the Contract or the construction of these Conditions or anything therein contained or the right or liabilities of the Owner or the Hirer such dispute, difference or question shall be referred pursuant to the Arbitration Act 1950, or the Arbitration (Scotland) Act 1894 as the case may be or any Statutory modification thereof, to a Sole Arbitrator to be agreed upon by the Owner and the Hirer and failing agreement to be appointed at the request of either the Owner or the Hirer by the President for the time being of the Institute of Mechanical Engineers.