

GENERAL CONDITIONS FOR HIRING OF EQUIPMENT AND CONDITIONS OF SALE

SITECH (LONDON) LIMITED

- 1. Definition of Terms**

(a) The 'Owner' is Sitech (London) Limited or its successors
(b) The 'Hirer' is the person, firm, company, corporation or authority taking the owner's plant on hire and includes their successors or personal representatives.
(c) 'Plant' covers all classes of mobile buildings and erectable structures and accessories thereon which the Owner agrees to hire to the Hirer.

(a) The Owner's period shall commence from the time when the plant leaves the Owner's depot or place where last used or stored, and shall continue until the Plant is received back at the Owner's depot or nominated site. An allowance shall be made of not more than one day's hire charge each way for travelling time but if the Plant is used on day of travelling then the full hire rates shall be paid for that day.

The minimum hire period is four calendar weeks of seven days each week. If the Agreement is determined before the expiry of a four week period then the Owner reserves the right to charge the Hirer the balance of unexpired Minimum Hire Period.
- 2. Commencement and Termination**

The plant shall be deemed to be in good order and condition in accordance with the terms hereof and the Agreement is entered into on the basis that the Hirer has inspected the plant and is satisfied as to its condition in respect of defects which that the inspection ought to have revealed. Notification of the defects must be made in writing by the Hirer to the Owner within three days of delivery to site.
- 3. Minimum Hire Period**

The Owner retains the right to affix its mark or plate identifying it as its own property and the Hirer shall not remove, deface or cover up the same.

(a) It is a condition that the Hirer will insure the plant to their full replacement value upon commencement of hire.
(b) No credit will be allowed in respect of the premium paid by the Hirer or account taken of previous hire revenue.
(c) The Hirer is responsible to the Owner from the commencement of the hiring for the safekeeping of the plant, and for its use in a proper and workmanlike manner, and is strictly liable for any loss of or damage to the plant from whatsoever cause arising, fair wear and tear expected, in particular the Hirer will not use the plant for any purpose beyond its capacity, or in a manner likely to result in undue deterioration. If anyone other than the Hirer uses the Plant with the consent of the Owner the liability of the Hirer shall extend to that use
(d) On termination of the hiring, the Hirer must return the Plant to the Owner or arrange for the Owner to collect it at the Hirer's expense and (fair wear and tear expected) the plant must be in the same condition as the commencement of the hiring, the Hirer will remain strictly liable under sub-paragraph (a) above until the Plant is re-delivered to the Owner.
- 4. Condition of Plant**

The Hirer shall obtain from the local and other competent authorities all necessary consents, licences or permissions of any kind whatsoever required by law in connection with the use of the Plant or site.
The Hirer shall obtain from the local and other competent authorities all necessary consents, licences or permissions of any kind whatsoever required by law in connection with the use of the Plant or site.
The Owner retains the right to have access to the Plant to inspect, repair or replace the same, and the Hirer shall at all reasonable times allow the Owner, its Agents or its Servants to have access for such purposes, such work as is necessary will be carried out at times convenient to the Hirer so far as is reasonably possible.
- 5. Identification Marks**

(a) It is a condition that the Hirer will insure the plant to their full replacement value upon commencement of hire.
(b) No credit will be allowed in respect of the premium paid by the Hirer or account taken of previous hire revenue.
(c) The Hirer is responsible to the Owner from the commencement of the hiring for the safekeeping of the plant, and for its use in a proper and workmanlike manner, and is strictly liable for any loss of or damage to the plant from whatsoever cause arising, fair wear and tear expected, in particular the Hirer will not use the plant for any purpose beyond its capacity, or in a manner likely to result in undue deterioration. If anyone other than the Hirer uses the Plant with the consent of the Owner the liability of the Hirer shall extend to that use
(d) On termination of the hiring, the Hirer must return the Plant to the Owner or arrange for the Owner to collect it at the Hirer's expense and (fair wear and tear expected) the plant must be in the same condition as the commencement of the hiring, the Hirer will remain strictly liable under sub-paragraph (a) above until the Plant is re-delivered to the Owner.
- 6. Insurance**

(a) The Hirer is fully responsible for any damage to Plant no matter how or by who it was caused or done during the hire period. The Hirer is responsible for all damage, loss, fire, arson, theft, graffiti, vandalism, burglary, riot, wild damage, breakages, flood, or any peril at all, no matter however or by whoever caused during the hire period.
(b) The Owner will only accept contracts incorporating these conditions.
(c) English Law shall apply to any contract incorporating these conditions.
- 7. Maintenance and Care**

(a) The Owner does not accept any responsibility for any consequential loss or damage, however caused by malfunction or failure of the Plant or arising from, the non arrival of the Plant, or any cause whatsoever.
(b) The Owner shall make During the continuance of the hire period, if the Hirer shall make or propose any composition with his creditors or commit any act of bankruptcy, or if the Hirer is a Limited Company shall go into liquidation (other than voluntary liquidation), or shall and distress or execution to be levied against it or shall do or cause to be done by other act or thing whereby the rights of the Owner in the Plant may be prejudiced, this agreement shall be terminated forthwith, but without prejudice to any pre-existing liability of the Hirer hereunder, and the Owner may take possession of the Plant without notice for which purpose it shall be lawful for him to enter into any premises or site where the Plant may be without prejudice to any other rights the Owner may possess.
- 8. Stoppages**

(a) No credits can be allowed by the Owner in respect of strike or holiday periods whatsoever.
(b) Except as herein provided the Hirer the Hirer will comply with and be contractually bound for the duration of the hire period.
- 9. Loading Unloading**

Any driver supplied by the Owner and delivering the plant to the Hirer shall be deemed to be under the Hirer's control, and the Hirer shall be responsible for unloading and reloading the Plant at the site and the Hirer shall be responsible for any damage occasioned (howsoever and by whomsoever caused).

The cost of transport shall be the responsibility of the Hirer and, if required by the Owner, the Hirer shall arrange transport or site, to Plant from the Owner's depot, or place where last used, or site, to the site and returned to a named depot or site on completion of the hire period.
- 10. Cost of Transport**

It is the responsibility of the Hirer to ensure the suitability of the site allocated for the Plant so that the Plant can be loaded and unloaded without difficulty. Where the Hirer wishes to move the Plant from the site to which it was delivered or consigned, the Hirer must first obtain the Owner's written consent. Furthermore the Hirer will not affix, cause or permit to be affixed the Plant to the land so as to become a fixture of the land.
- 11. Siting and Change of Site**

(a) Payment terms are 30 days from invoice date.
(b) If the Owner has to instruct solicitors or other agents or to take legal action to recover the debt from the Hirer, the Owner reserves the right to:-
(i) Change the Hirer interest on the debt at a rate of 5% above Lloyd's TSB base rate, this interest will be compounded.
(ii) The Hirer will be liable to pay for all the costs, fees and expenses involved and incurred in collecting the debt.
(c) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(d) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 12. Consents, Licences or Permissions**

The Hirer shall obtain from the local and other competent authorities all necessary consents, licences or permissions of any kind whatsoever required by law in connection with the use of the Plant or site.
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The Owner retains the right to have access to the Plant to inspect, repair or replace the same, and the Hirer shall at all reasonable times allow the Owner, its Agents or its Servants to have access for such purposes, such work as is necessary will be carried out at times convenient to the Hirer so far as is reasonably possible.
- 13. Right of Owner to Inspect**

(a) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(b) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 14. Damage to Hire Plant**

(a) The Hirer is fully responsible for any damage to Plant no matter how or by who it was caused or done during the hire period. The Hirer is responsible for all damage, loss, fire, arson, theft, graffiti, vandalism, burglary, riot, wild damage, breakages, flood, or any peril at all, no matter however or by whoever caused during the hire period.
(b) The Owner will only accept contracts incorporating these conditions.
(c) English Law shall apply to any contract incorporating these conditions.
- 15. Consequential Loss**

The Owner does not accept any responsibility for any consequential loss or damage, however caused by malfunction or failure of the Plant or arising from, the non arrival of the Plant, or any cause whatsoever.
(b) The Owner shall make During the continuance of the hire period, if the Hirer shall make or propose any composition with his creditors or commit any act of bankruptcy, or if the Hirer is a Limited Company shall go into liquidation (other than voluntary liquidation), or shall and distress or execution to be levied against it or shall do or cause to be done by other act or thing whereby the rights of the Owner in the Plant may be prejudiced, this agreement shall be terminated forthwith, but without prejudice to any pre-existing liability of the Hirer hereunder, and the Owner may take possession of the Plant without notice for which purpose it shall be lawful for him to enter into any premises or site where the Plant may be without prejudice to any other rights the Owner may possess.
- 16. Owners Rights**

(a) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(b) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 17. Notice of Termination**

(a) Where the hire is for a fixed period the contract will terminate at the expiry of such a period.
(b) Where the period of hire is indeterminate the contract shall be determinable by 7 days' notice in writing given by either party to the other. Such notice of determination in writing must be given by the Hirer to the Owner, or the Owner to the Hirer, at the principal place of business of the Hirer or the Owner, or the owner to the Hirer, at the principal place of business of the Hirer or the Owner, then the Owner reserves the right to charge the Hirer a reasonable charge for any wasted journeys, wasting time or other expenses incurred thereot.
- 18. Default Clause**

The hire rate in the Agreement is based on the minimum period quoted. Where the actual period is less than originally quoted, then the owner reserves the right to charge the Hirer at the appropriate rate for the shorter period.
- 19. Payment**

(a) Payment terms are 30 days from invoice date.
(b) If the Owner has to instruct solicitors or other agents or to take legal action to recover the debt from the Hirer, the Owner reserves the right to:-
(i) Change the Hirer interest on the debt at a rate of 5% above Lloyd's TSB base rate, this interest will be compounded.
(ii) The Hirer will be liable to pay for all the costs, fees and expenses involved and incurred in collecting the debt.
(c) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(d) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 20. Official Orders**

(a) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(b) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 21. Extent of Contract**

(a) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(b) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.
- 22. Conditions of Hire**

(a) The Owner reserves the right to cancel the hire agreement and terminate the hire of the Plant and collect the Plant from site for non-payment of account or for misuse of the Plant.
(b) Official orders will be sent by the Hirer at the commencement of the hire. In the case of no order being sent and received this form will act as the official order.