

CONDITIONS OF HIRING

1. GENERAL

- a. **Definitions**

This Contract is for the hire of items and accessories ("Equipment") detailed overleaf, and the parties to the Contract are the person, firm, company or other organisation hiring the Equipment ("Hirer") and Galloway Hire Tools ("Owner"). Any condition deemed invalid will not affect other conditions. Nothing in the Contract is intended to limit a consumer's existing legal rights.
- b. **Extent of Contract and Cancellation**

The Contract is not assignable.
- c. **Termination**

The Owner may terminate the Contract and repossess Equipment without affecting any rights to recover monies due, damages for breach of contract or other remedies where the Hirer is in breach or is involved in insolvency or liquidation proceedings.
- d. **Ownership of Equipment and Goods**

Equipment hired remains the property of the Owner at all times. Ownership of Goods purchased transfers only when full payment is received by the Owner.

2. HIRE CHARGES

- a. **Basis of charging**

The stated hire charges overleaf are for the duration of the Contract and include Saturdays, Sundays and Public Holidays. The amount of any deposit or charges are detailed in the Contract.
- b. **Transport charges**

Delivery and collections including attempted calls are chargeable. If Equipment is not available or only partially available for collection then the Hirer will be charged for each journey.
- c. **Deposits**

Deposits are set by the Owner and will be offset against any monies due. Where a Deposit is required for the Equipment it must be paid by the Hirer before the hire period. Deposit balances are refunded upon return to the Owner of Equipment in good condition.
- d. **Credit Card deposits**

In the event that the actual charges for the hire supplied by the Owner exceed the amount charged then this additional amount may be taken from the Credit Card.
- e. **Cleaning, re-sharpening and damage repair**

The Hirer will pay for required cleaning or re-sharpening and breakages and damage repair.
- f. **Loss of Equipment**

The Owner will treat Equipment unavailable for inspection after reasonable notice as lost and the Hirer will pay a penalty charge for Equipment replacement and revenue loss. Hire charges accrue until full settlement is made.

3. PAYMENT

- a. **Payment Terms**

If the Owner has granted a credit account to the Hirer then payment of any charges or any other sums due under this Contract, including VAT, shall be made in full cleared funds by the end of the month following the date of the invoice. Where a credit account has not been granted then payment of any charges or any other sums due under the Contract shall be made with the Hirer's order for the Equipment or Goods. Payment by the Hirer on time under the Contract is an essential condition of the Contract.
- b. **Invoice Queries**

The Hirer should notify the Owner of any queries concerning invoices in writing within 14 days of the invoice date.
- c. **Overdue Accounts**

Should any portion of an account fall overdue then the total account will become due on demand. The Hirer will be liable for reasonable legal charges incurred by the Owner in the recovery of amounts due, Equipment and/or Goods. In addition they may charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1988 at Bank of England base rate plus 4% and/or may suspend further services to the Hirer.
- d. **Credit Limits**

Where the Owner has granted a credit account to the Hirer, the Owner may set a reasonable credit limit. The Owner reserve the right to terminate or suspend the Contract if allowing it to continue would result in the Hirer exceeding his credit limit or the Hirer has already exceeded his credit limit.

4. HIRER'S RESPONSIBILITIES

- a. **Inspection and receipt of Equipment and Goods**

The Hirer will sign to acknowledge receipt at delivery/handover. Equipment defects should be reported to the Owner immediately by telephone.
- b. **Delivery/collection of Equipment and Goods**

The Hirer will provide adequate delivery and collection access. Equipment transported in the Hirer's own vehicle is at the Hirer's risk.
- c. **Security of Equipment**

The Hirer accepts responsibility for Equipment security until its collection by or return to the Owner and undertakes not to sell or relinquish possession, alter, repair or modify it in any way.
- d. **Safe use of Equipment and breakdown procedure**

The Hirer is responsible for the safe and correct operation of Equipment (conforming to relevant legislation) by competent persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. The Hirer will immediately notify the Owner of any Equipment breakdown or shortcoming without attempt at repair. The Hirer will ensure any non-Owner Equipment used in conjunction with or attached to Equipment also conforms to safety requirements.
- e. **Lost or stolen Equipment**

The Hirer agrees to insure Equipment on a full replacement basis against the risks of loss, theft and damage beyond economic repair and on demand to pay to the Owner any insurance claim proceeds. This liability is without prejudice to any Owner rights under the Contract. Replacement equipment purchased with insurance claim proceeds is the property of the Owner.
- f. **Fuel and/or Electricity Supply for Equipment**

Where Equipment requires fuel, oil and/or electricity, the Hirer must ensure that the Owner or manufacturer's recommended type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified person.

5. OWNERS' RESPONSIBILITIES

- a. **Hire rates**

The Owner will maintain the agreed hire rates for the duration of the Contract.
- b. **Safety and operating instructions**

The Owner will provide appropriate written and/or practical instruction in the safe and correct operation of Equipment.
- c. **Testing and inspection of Equipment**

The Owner will comprehensively test all electrical Equipment before commencement of hire. Equipment will be inspected and tested where appropriate in accordance with relevant statutory requirements and if Equipment needs to be recovered from the Hirer for such purposes the Owner will substitute items of similar specification.
- d. **Limitation of liability**

The liability of the Owner for claims made by the Hirer does not extend to any unforeseeable financial loss caused by late or non-delivery of Equipment and/or Goods, unsuitability, breakdown, stoppage or lawful repossession. Subject to the above the Owner will be liable for negligence or error in the performance of its obligations under the Contract.