

GENERAL CONDITIONS OF HIRE

1. DEFINITIONS

- a) The 'Owner' is the company, firm or person letting the plant on hire and includes their successors, assignees or personal representatives.
 - b) The 'Hirer' is the company, firm, person, corporation or public authority taking the owner's plant on hire and includes their successors and personal representatives and employees.
 - c) 'Plant' covers all classes of plant, machinery, equipment and accessories therefore which the owner agrees to hire to the hirer.
 - d) The 'Contract Start Date' is defined as the date the Plant is delivered to the hirer. Should the hirer arrange transit from the owner's premises then the 'Contract Start Date' is defined as the date the Plant is collected from the owner's premises.
 - e) The 'Contract Period' is the minimum time period the hirer shall hire the Plant for from the Contract Start Date. The contract period is set at the hirer's request, and is specified on the first invoice raised for a contract.
 - f) The 'Contract End Date' is the date after the Contract Period has elapsed.
2. The hirer undertakes to accept full responsibility for loss or damage to the Plant on hire from whatever cause this may arise, fair wear and tear excepted, 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.
The hirer will be responsible to the owner for the full replacement cost at the current manufacturer's published list price of items lost or stolen and for full repair costs, including parts, labour and overhead element on items damaged.
This condition must be met by the hirer notwithstanding any insurance claim which may be pending. Standing time hire charges at full rate will be made at the discretion of the owner's in any instances where, in the opinion of the owner an unreasonable amount of time is taken to settle a claim for lost Plant.
3. The hirer should cover by insurance the indemnity given by the owner in clause 2.

4. DELIVERY IN GOOD ORDER

- a) The hirer will be responsible for all carriage costs on both delivery and collection of the yardramp.
- b) The hirer must satisfy himself that the plant is in good working order and that the plant is not damaged in any way before signing the delivery/indemnity note.
- c) The hirer shall be responsible for loading and/or off-loading the Plant on site, and for the provision of any lifting facilities required for loading and/or unloading on site.
- d) Ramps delivered by the Owner are delivered using a low-loader trailer for easy and safe off-loading on site. The Owner is not responsible for offloading - it is assumed that this will be carried out by yourselves (a suitable 4-Wheeled forklift truck is required to wheel the ramp off the back of the trailer, please contact the Owner for clarification if required). In exceptional circumstances, it may be necessary to deliver using alternative methods – the Owner will seek approval from the Hirer before arranging a delivery in this method.

5. MAINTENANCE OF PLANT

- a) The hirer shall be responsible for the safe-keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal order (fair wear and tear excepted), of all plant on hire.
- b) The hirer shall be responsible for compliance with all laws and regulations applicable to the plant and to the work being performed by the plant.
- c) The hirer shall take all reasonable steps to keep himself acquainted with the state and conditions of the plant. If the 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 therefrom.
- d) The hirer shall regularly clean the plant and return it in a perfectly clean condition. The hirer shall be responsible for any expense involved in cleaning the plant incurred by the owner.
- e) The hirer shall be responsible for all repair costs including parts, labour and a callout fee where the damage is caused by incorrect use of the ramp.
- f) The hirer shall be responsible for all legal service visit costs including parts, labour and a callout fee, in accordance with The Provision and Use of Work Equipment Regulations (PUWER).

6. LOSS OR BREAKDOWN

Any loss, breakdown or the unsatisfactory working of any part or whole of the plant must be notified to the owner's immediately. Under no circumstances shall the hirer repair or attempt to repair the plant unless authorised in writing by the owner. Invoices are rendered to cover the initial period of hire and any delivery or collection charges incurred. Further invoices will be issue to cover any additional periods of hire.

7. CONSEQUENTIAL LOSSES

The owner accepts no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the plant through any cause whatsoever, or through non-arrival arising from accident or breakdown during loading, unloading or transport of the plant.

8. 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 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.

9. SUB-LETTING

The hirer should not sub-let or lend the plant or any part thereof to any third party without first receiving permission of the owner.

10. PROTECTION OF THE OWNER'S RIGHTS

a) The hirer shall not re-hire, sell, mortgage, charge, pledge, relocate, part with possession of or otherwise deal with the plant except as provided under clause 12 and shall protect the same against distress, execution or seizure and shall indemnify the owner against the losses, damage, costs, charges and expenses that may be occasioned by a failure to observe and perform this condition, except in the event of government requisitions.

b) 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 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 shall cause to be done or permit or suffer any act or thing 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 termination 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.

11. GENERAL CONDITIONS OF BUSINESS

a) The Hirer shall be liable for all rental amounts due from the Contract Start Date, until the Off-Hire date measured in weekly increments as defined in clause 11.e. The Off-Hire date is defined in clause 12.d.

b) All business is conducted on a net monthly basis, or as detailed on our quotation/invoice.

c) In the event of an account not being paid within two calendar months of the last day of the month shown as the date on our invoices, a surcharge of 2½% per month compound, may at the discretion of the owner's, be applied to that account in the form of a separate invoice.

d) All prices quoted are subject to VAT at the appropriate rate.

e) The number of weeks hire will be measured in full weeks only with any part weeks being rounded up to the nearest whole number.

12. TERMINATION OF HIRE

a) For Plant hired for a Contract Period of 4-weeks; it is assumed that the rental of Plant will not continue, and that the hire will be terminated on the Contract End Date. If an extension to the rental period is required, the Owner requires at least 2 weeks notice, and a commitment for a further 4 weeks rental (minimum).

b) For Plant hired for a Contract Period of greater than 4-weeks; after the Contract End Date is reached, it is assumed that the rental of Plant will continue at the same rental rate, until the contract is terminated by the Hirer. 4-weeks notice is required to terminate the rental of Plant hired. Termination of hire must be confirmed in writing.

c) If the contract is terminated before the Contract End Date is reached, an additional surcharge of £10 per week the ramp has been on hire will be applied.

d) After the termination of hire, the Hirer must make the Plant available for collection by the Owner; the Plant shall be deemed off-hire when the Plant is collected by the Owner. Should the hirer arrange transit to the owner's premises the Plant will be deemed off-hire when the Plant is returned to the Owner's premises.

13. WARRANTY

a) Plant hired carries a warranty for a period of the lesser of either 12 months, or the minimum contract period. This warranty does not cover damage caused by impact or abuse.

b) Any modifications or installation of any of our products not completed by ourselves WILL void our warranty and safety certification.

Hirers Company Name:	Site/Delivery Company Name:
Hirers Invoice Address:	Site/Delivery Address:
Hirers Tel:	Site/Delivery Contact Name:
Hirers Accounts Email:	Site/Delivery Tel:
Hirers VAT No:	Site/Delivery What3Words address:
Hirers Company Registration No:	

Preferred Ramp Type*:

- 7,000Kg Type 7 (Integrated Entry Type) 10,000Kg Type 6 (Folding Entry Type)
 10,000Kg Type 7 (Integrated Entry Type) 12,000Kg Type 6 (Folding Entry Type)

* Please note; we will endeavour to supply the ramp type requested, but due to availability at the time, we may have to offer an alternative to meet lead-time requests. Our sales team will discuss this with you as appropriate before proceeding.

Minimum Rental Period Required:

- 4-weeks 36-months
 13-weeks 60-months
 26-weeks Other: _____
 12-months

Preferred Delivery Date#:

Please note; we will endeavour to meet this preferred date, but due to availability at the time, this cannot be guaranteed. Our sales team will discuss this with you as appropriate before proceeding.

Wheel chocks for sale (recommended when operating our loading ramps to help prevent unintentional movement):

Description	Model No.	Price each	Qty required (circle/indicate as required). 4 of each recommended.
Rubber wheel chock (for vehicle)	TWC-1	£42.50	4, or other ____ (please specify)
Rubber wheel chock (for ramp)	TWC-8	£29.90	4, or other ____ (please specify)

Authorised Company Representatives Signature: _____

Printed Name: _____

Date: _____

Terms / Data Retention. The data collected will be retained on 'live' databases used within Thorworld, and, where relevant, our authorised third party sales agents and service providers (strict contracts are in place to ensure the security & privacy of your personal data). This data will be used to process your order and/or manage your account.

We may retain this data indefinitely to allow us to process future orders from your company. At any time you have the right to request to view, and correct or delete any personal information held.

We will not sell, rent, or forward this data to any other third parties.

For further details, please see our Terms and Conditions of Sale and our Privacy Policy on our website: <http://www.thorworld.co.uk/terms>