



C o n d i t i o n s o f H i r e

1: Interpretation

In these conditions the following provisions shall have effect with respect to the interpretation of the Order except where the Contract otherwise requires: -

- a) The Plant and Equipment all articles and items supplied by Horrod and Horrod is the proprietor of such Plant and Equipment as described in the order made for Hire of said Equipment.
- b) The 'Hirer' means the person or company to whom the Plant and Equipment has been invoiced and Horrod means WJ Horrod Limited.
- c) 'Month' means calendar month.
- d) 'Person' includes a 'company or corporation, masculine includes feminine and singular includes the plural and vice versa.
- e) The headings to these conditions shall not affect the interpretation thereof.
- f) This Contract shall be considered as a Contract made in England and subject to English law.

2: All Hire invoices are due for payment on receipt and failure to do so may result in termination of the Hire.

3: Carriage Costs

The expenses of carriage for the delivery and/or recovery of Plant and Equipment are payable by the Hirer in full and will include waiting time where applicable.

4: Hire Charges

Hire charges are payable by the Hirer from the time and date set out within the Hire period noted on the Hire agreement documentation signed for by the Hirer, and will continue to be payable for the entire time until the Plant and Equipment is returned to Horrod or is collected by Horrod and must be paid in advance forthwith such time shall include Saturdays, Sundays, Bank and Public Bank Holidays.

5: Delivery

The signatory to the Contract shall be deemed to have inspected the Plant and Equipment and his signature on the Hire Contract shall confirm that all items are in working order and free from damage on delivery.

6: Handling

The Hirer shall accept responsibility for loading and unloading the plant and Equipment at the Hirer's premises or the address for delivery and also of Horrod's address when conveyed by the Hirer or his agent and any individual whether supplied by Horrod or the Hirer for loading and unloading shall be deemed the employee of the Hirer.

7: Period of Contract

Contract shall begin from the time and date set out on the Hire Contract and shall continue until return to and Hirer obtains a receipt from Horrod.

8: Authority of Signatory

He, who signs the Contract on behalf of the Hirer warrants and confirms that he acts with the full authority of the Hirer to enter into the Contract on behalf of the Hirer and hereby indemnifies Horrod against all claims costs and losses whatsoever incurred by Horrod in any event.

9: Responsibility

Responsibility of the Hirer for the Plant and Equipment shall commence on receipt thereof whether collected or delivered and shall continue until a receipt is given by Horrod for the return thereof and Hirer may not dispose of any item thereof or give up control or possession thereof to any other party nor may Hirer remove any item without Horrod's authority to any place except that specified in old Contract.

10: Care and Maintenance

Plant and Equipment Hire must be maintained in good sound serviceable and clean conditions and any breakdown or defect must be reported at once to Horrod and no repairs whatsoever may be made without authority of Horrod. If required by Horrod all such items must be returned to Horrod's works for inspection and costs of carriage must be paid by the Hirer.

11: Consequential Loss

Horrod shall not be liable for any consequential loss, liability expense, claims proceedings or any other matter whatsoever resulting from non-delivery, failure to deliver, re-possession or any breakdown or failure of the Plant and Equipment.

12: Inspection and Termination

Horrod may enter the premises where the Plant and Equipment is located with the authority of the Hirer hereby given by the signature of this Contract to examine, repair or repossess any such Plant and Equipment. At any time and for any reason Horrod may terminate this Contract and repossess any item of Plant and Equipment Hired by this Contract.

13: Insurance

Insurance of Plant and Equipment is the responsibility of the Hirer against all risks in connection with the use of all items of such Plant and Equipment.

14: Loss or Damage

Loss or damage or failure to return Plant and Equipment on termination of the Hire will incur payment by the Hirer of the manufacturers published or listed price of all or any items and the Hirer hereby agrees to pay to Horrod all costs and expenses incurred in the repair and renovation of all items returned damaged or not cleaned and charge for Hire will continue until renovation and/or repair has been carried out.

15: Third Parties – Indemnity

Horrod shall at all times be indemnified by the Hirer from and against all and any liability claim, loss expense or any proceedings in respect of any damage or personal injury to the Hirer or his servant's employees or agents or to any third party or to any property whatsoever including the Plant and Equipment arising out of or in connection with or consequent upon Hire delivery use, misuse collection, repossession return or non-return of the Plant and Equipment or any item thereof.

16: Validity

The validity of this Contract shall not be affected in respect of its remaining terms and conditions in the event that any term or condition shall be held as invalid.

17: Compliance with Laws and Regulations

Hirer must comply with all Government and Local Authority regulations as set out in the Factories Act, Health and Safety at work and all other regulations and enactments.

18: Deposits

Horrod may charge Deposits and may retain all or part thereof if Plant and Equipment is not returned or is handed back damaged or unclean.

19: General

Neither Horrod nor the Hirer shall be bound by any variation of or addition to these conditions except as agreed in writing and signed on their behalf. No conditions normally adopted by the Hirer or endorsed by the Hirer on any quotation acknowledgement or other document by the Hirer shall have any effect in relation to this Contract and any quotation acknowledgement or other document shall be read and construed as if these conditions were endorsed thereon.

20: Additional conditions in respect to the hire of Hot Air Melters

Hot air melters that have been on hire, and are returned still containing material, will accrue an additional charge of £400.00 per machine.

It should be recognised that rubberised materials need to be heated and poured into a container.

These charges cover labour, to heat remove from machine into a storage container, the container cost, storage on our premises and the collection to dispose of the material safely, and in an environmentally appropriate manner. These costs can be avoided for everyone concerned if care is taken to use only the necessary material for the purpose of the project.

As above, the Hirer must inspect and thus acknowledge by signature at the time of hire, to confirm the Plant/Melter was empty and clean when it left the premises/arrived on site (if delivered). This inspection sheet will be signed by us and the hirer.

This is a copy of the conditions of hire that exist on the reverse of the hire document, and provided for guidance only – the conditions on the reverse of the Hire Contract shall override these where they differ.

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